



CITY OF COSTA MESA

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

Agenda - Final Amended

Tuesday, August 1, 2023

6:00 PM

**City Council Chambers
77 Fair Drive**

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

POTENTIAL REALLOCATION OF LIONS PARK CAFÉ GRANT FUNDS TO OTHER PARKS PROJECT(S) HAS BEEN REMOVED FROM THE AGENDA

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having 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.

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Zoom Webinar:

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:

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.

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

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

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

AUGUST 1, 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

PRESENTATIONS:

1. Recognition of the Costa Mesa Little League (CMLL) Teams
2. Commendation to Costa Mesa Little League President Brian Rottschafer
3. SoCal Gas Check Presentation

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALI23-1330 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](#) [23-1331](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Jenette Martinez, Chelsea Nava, Tyler Tessmann.

3. **ADOPTION OF WARRANT RESOLUTION** **23-1333**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2702.

Attachments: [1. Summary Check Register 7.13.23](#)
[2. Summary Check Register 7.20.23](#)

4. **DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE** **23-1309**

RECOMMENDATION:

Staff recommends the City Council:

Designate City Manager Lori Ann Farrell Harrison as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2023 League of California Cities Annual Conference.

Attachments: [1. 2023 Annual Conference Voting Delegate/Alternate Form](#)

5. **VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT A23-1302
1940 WALLACE AVENUE**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution 2023-xx to vacate a portion of a City public utility easement at 1940 Wallace Avenue.
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. Even if considered a project, it would be categorically exempt under Class 1, section 15301 (Existing Facilities), Class 3, section 15307 (New Construction or Conversion of Small Structures) and/or Class 32, section 15332 (Infill Development).

Attachments: [1. Resolution](#)
[2. Quitclaim Deed](#)
[3. Plat and Legal](#)
[4. PC Resolution 2023-18](#)

6. **VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT A23-1303
2156 MYRAN DRIVE**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution 2023-xx for the vacation of a portion of a City public utility easement at 2156 Myran Drive.
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” under Section 15378(b)(5) of CEQA Guidelines. Even if considered a project, it would be categorically exempt under Class 1, section 15301 (Existing Facilities), and/or Class 32, section 15332 (Infill Development).

Attachments: [1. Resolution](#)
[2. Quitclaim Deed](#)
[3. Plat and Legal](#)
[4. PC Resolution 2023-19](#)

7. **FIFA WORLD CUP 2026 - POTENTIAL USE OF JACK HAMMETT23-1308
SPORTS COMPLEX**

RECOMMENDATION:

Staff requests City Council direction on:

1. Use of Jack Hammett Sports Complex as a Team Base Camp for a national soccer team during the 2026 FIFA World Cup tournament.
2. Authorize the City Manager to negotiate and execute necessary agreements in accordance with City Council direction.

Attachments: [1. Costa Mesa Training Site - Rental Fee](#)
[2. FIFA World Cup 2026 Training Site Photos](#)

8. **SCHOOL CROSSING GUARD SERVICES**

23-1310

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) with All City Management Services (ACMS) to provide school crossing guard services for the 2023-2024 and 2024-2025 school years for an initial two-year period, for a total not-to-exceed amount of \$328,569 annually and an option to extend for up to three (3) additional terms of one (1) year each.
2. Approve the Consumer Price Index (CPI) increase for each extension period.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future authorized amendments to the agreement.

Attachments: [1. Proposed PSA with ACMS](#)
[2. Exhibit 2 - Crossing Guards Map](#)
[3. Previous PSA with ACMS 8/1/2019](#)

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

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

PUBLIC HEARINGS:

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

1. [APPEAL OF PLANNING APPLICATION 22-04 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115 \(FROM THE EARTH\)](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Uphold the Planning Commission's decision and adopt a Resolution to deny Planning Application 22-04; or
2. Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-04, subject to City Council findings and conditions of approval.

Attachments: [Agenda Report](#)

- [1. Resolution for Denial](#)
- [2. Resolution for Approval](#)
- [3. Filed Appeal Application & Supplemental Information](#)
- [4. Planning Commission Resolution](#)
- [5. Planning Commission Minutes](#)
- [6. Planning Commission Public Comments](#)

OLD BUSINESS:

1. [**RECOMMENDATIONS FROM CITY COUNCIL COMMITTEE LIAISON 23-1313 REGARDING CITY COMMITTEES**](#)

RECOMMENDATION:

Staff recommends that the City Council approve the recommendations of the City Council Committee Liaisons as follows:

1. Review and approve the City Council Liaisons recommendations on the Committees' Scopes of Work (Attachment 1).
2. Streamline all Committees to seven (7) members, through attrition as terms expire, except for the Active Transportation Committee, Mobile Home Park Advisory Committee and the Traffic Impact Fee Committee.
3. Consent to the formation of an Ad Hoc Committee (e.g. standing committees, subcommittees, working groups) upon approval of the City Council Liaison and City Attorney.
4. Request staff to meet with the Costa Mesa Historical Society on a potential merger of the Society and the Historical Preservation Committee.
5. Approve revised Council Policy 000.2, with City Council's recommendations to be incorporated (Attachment 2).

Attachments: [1. Committees](#)
[2. Draft Council Policy 000-2](#)

NEW BUSINESS:

1. **[APPOINTMENT TO THE PLANNING COMMISSION](#)** **[23-1292](#)**

RECOMMENDATION:

Staff recommends Council Member Marr make one (1) member appointment to the Planning Commission (term expiration of January 2027), with approval by the City Council.

Attachments: [1. Planning Commission Applications](#)

2. **[GENERAL PLAN SCREENING REQUEST \(GPS-23-03\) FOR A23-1327 PROPOSED RESIDENTIAL DEVELOPMENT ON A 14.25 ACRE SITE LOCATED AT 3333 SUSAN AVENUE \(“Hive Live”\)](#)**

RECOMMENDATION:

Staff recommends the City Council provide direction to staff as to whether to process a General Plan Amendment request and other associated entitlements for the development of a 14.25-acre parcel located at 3333 Susan Street with 1,050 residential units, 2,500 square feet of retail space, and 5.05 acres of open space (“Hive Live”).

Attachments: [Agenda Report](#)
[1. Applicant Letter](#)
[2. Applicant Letter 2](#)
[3. Trip Generation](#)
[4. Preliminary Plans](#)

3. THIS ITEM HAS BEEN REMOVED FROM THE AGENDA

~~POTENTIAL REALLOCATION OF LIONS PARK CAFÉ GRANT FUNDS TO OTHER PARKS PROJECT(S)~~

4. [AUTHORIZATION TO SUBMIT A JOINT APPLICATION WITH 23-1336
THE COUNTY TO THE STATE FOR BEHAVIORAL HEALTH
BRIDGE HOUSING FUNDS TO INCREASE CAPACITY AND
IMPLEMENT BEHAVIORAL HEALTH CARE AT THE BRIDGE
SHELTER](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize submission of an application with the Orange County Health Care Agency to the California Department of Health Care Services for Behavioral Health Bridge Housing Program funds to increase capacity at the Bridge Shelter by adding 15 behavior health beds and associated services for individuals with Serious Mental Illness (SMI) or Substance Use Disorder (SUD), and appropriate all awarded funds to the Housing Authority's Shelter Budget.
2. Authorize the City Manager or her designee to execute agreements and amendments to agreements to bring the Bridge Shelter Behavioral Health Project to fruition.

Attachments: [1. CIP Attachment](#)

5. **PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY VISIONING AND LAND USE PLANNING SERVICES FOR THE FAIRVIEW DEVELOPMENTAL CENTER**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to appropriate and execute a Professional Services Agreement with PlaceWorks for a not-to-exceed amount of \$2,236,253 (including contingencies to cover any unforeseen costs and/or additional services that may be needed upon City staff's approval) for a two-year period with up to three one-year extensions, in substantially the same form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement including increases to the not-to-exceed amount, up to the \$3.5 million authorized by the State for this project, as and if needed.

Attachments: [Agenda Report](#)

[1. FDC Oct. 4, 2022 Agenda Report](#)

[2. FDC Agreement](#)

[3. PSA Placeworks FDC 8-1-23](#)

6. **AUTHORIZATION OF AN ADDITIONAL PARK RANGER FOR HARPER PARK SCHOOL FIELD ACCESS AND UPDATE REGARDING ENHANCED SECURITY AT FOUR NEWPORT MESA UNIFIED SCHOOL DISTRICT FIELDS ON THE WESTSIDE**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize an increase to the City's Table of Organization by one full-time Park Ranger position in the Police Department and increase the Fiscal Year 2023-34 Adopted Budget accordingly.
2. Receive and file an update on upcoming amendments to the existing Lyons Security Services agreement to increase access to open space at up to four elementary school sites on the Westside (Rae, Wilson, Whittier and potentially Pomona) for open space during off school hours, as previously approved by the City Council.

7. **REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE 23-1328
RESEARCH FOR AND POTENTIAL DEVELOPMENT OF
AMENDMENTS TO THE CITY'S CANNABIS ORDINANCES**

RECOMMENDATION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to address concerns regarding potential unanticipated business displacement and overconcentration of retail cannabis businesses.

Attachments: [Agenda Report](#)

8. **REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE 23-1334
RESEARCH FOR AND POTENTIAL DEVELOPMENT OF AN
EVICTION ORDINANCE**

RECOMMENDATION:

Consider whether to direct staff to prepare a report on a possible ordinance requiring just cause for termination of residential tenancies.

Attachments: [1. Long Beach Ordinance No. 22-0006](#)
[2. Buena Park Ordinance No. 1721](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1330

Meeting Date: 8/1/2023

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 #: 23-1331

Meeting Date: 8/1/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Jenette Martinez, Chelsea Nava, Tyler Tessmann.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1333

Meeting Date: 8/1/2023

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. 2702.

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. 23-14 "A" Off Cycle for \$2,502.90 and 23-15 On Cycle for \$3,463,374.15 and City operating expenses for \$ 2,828,942.69

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
016005	7/12/2023	V	Shayanne Wright	0000030053	07/07/23	(300.00)
<i>Line Description:</i> Direct deposit is not set up yet. Re-issue payment as check.						
016007	7/11/2023	V	Terry Wall	0000030052	07/07/23	(300.00)
<i>Line Description:</i> Direct deposit is not set up. Re-issue check.						
016008	7/11/2023	V	Todd Palombo	0000007100	07/07/23	(4,562.50)
<i>Line Description:</i> Direct deposit is not set up. Reissue with check						
TOTAL						(\$5,162.50)

amount

415,704.76

0.00

(300.00)

(300.00)

(4,562.50)

1,048,681.51

0.00

(3,000.00)

(3,800.00)

1,452,423.77

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016009	07/14/23	P	Antonio Dodero	0000029534	28.00
			Line Description: Facebook Ad for Parks Jobs		
016010	07/14/23	P	Barbara Carpenter	0000000976	83.16
			Line Description: Evidence Bags		
016011	07/14/23	P	Bryan McMahon	0000027367	250.00
			Line Description: Paramedic License Recert		
016012	07/14/23	P	David Herrera Martinez	0000029421	1,050.00
			Line Description: Congined Space Rescue Tech		
016013	07/14/23	P	John Heunemann	0000015992	250.00
			Line Description: Paramedic License Recert		
016014	07/14/23	P	Kevin Reddy	0000020597	250.00
			Line Description: Paramedic License Recert		
016015	07/14/23	P	Travel Costa Mesa	0000024750	261,202.38
			Line Description: BIA Receipts June 2023		
016016	07/14/23	P	US Bank	0000002228	152,591.22
			Line Description: 3 Zoom Webinars-June 23		
			HAZMAT Log Book		
			Kohler Bushings & Valve		
			SCAQMD-City Hall Spot Fee		
			2 Shop Digital Wall Clocks		
			Recycled Plastic 4x4, Bench Se		
			Repair Kit		
			Temp Sensor		
			Pneumatic T-Stat		

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>	Magnetic Dry Erase Board				
	Avaya 6408 Digital 6408D+ (MA)				
	June CEAO Meeting-Engineer/Te				
	Hose Reel Handles-Graffiti				
	Vacuum Hose-Sidewalk Grinder				
	Bags-Sidewalk Grinding Vacuum				
	Sidewalk Grinding Vacuum Filte				
	Monthly Tablet Sub				
	Microsoft 365 Monthly				
	Monthly Queing System				
	PODS Container#1 Rental				
	PODS Container#2 Rental				
	Monthly Tablet Subsriction				
	Monthly Fee for On-Line Platfo				
	Hex Cordless Screwdriver Kit				
	Coffee/Utensils				
	Power BMI On-Line Srvs Monthly				
	Visio Plan 2 Monthly Subscript				
	Cables				
	Credit Memo				
	Pen Refills				
	Panel Lifter				
	Plates, Misc Supplies				
	Keyboard/Mices/Pen Refill				
	Snagit Bundle Maintenance				
	Individual Premium Annual Supp				
	Label for Vault Folders				
	Blackbox Display Port-LMS				
	Professional License Renewal				
	400 32" EZ Band Tree Ties				
	90 Tree Stales Lodge Poles				
	Business Meeting				
	Cannabis Cloud Base Storage				
	Materials Purchased CM Sign				
	Materials Purchased CM Sign IC				
	CEAOC Luncheon				
	Business Meeting				
	Office Supplies-Admin				
	Office Supp-Transportation				

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>	Credit-Transport-Office Supp				
	Linens				
	Health Fair				
	Meet & Greet				
	Meals for Raters				
	Refreshments for Raters				
	Refreshments for Meetings				
	Public Svs Week Promos				
	Repair-Flags-Westside Proj				
	Banner-Ketchum Libolt Park OR				
	Banner-Shalimar Park Outreach				
	Comm Outreach-KL/S Parks Proj				
	Monthly Subscriptions				
	Business Meeting				
	CC Meeting-Meal Provided				
	Supp-Clients Transition-Housin				
	Training				
	Rater Meals				
	Service Awards				
	Retirement Tile				
	Name Plate Holders				
	Monthly Connection Fee				
	Working Lunch-Budget Mngmt				
	Public Contract Code Books Pur				
	Mesa Water District				
	Storage Bins				
	Entry Fee-Awards				
	Deposit-TK Burger				
	Coffee-CM's Office				
	Frames-Proclamations				
	Returned Unused Items				
	Refreshments-Public Svs Week				
	Refreshments-Community Survey				
	ReMarkable Monthly Subscripion				
	Registration-SOS Wild Crazy Ta				
	Reconnection Client-CR CH				
	Furniture-Client Arpa Grant				
	Credit-Furniture Client Arpa G				
	Housing Essential Items-Arpa G				

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 Assistance Parking Fe				
	Creep Tool Station 6				
	Membership Image Srv				
	Replacement Blender Sta#5				
	Water Station Crew Training				
	Shower Curtain Soap Dispenser				
	File Sharing Membership Fire P				
	Gatorade Station Crew Training				
	Shelter Supplies				
	Spare Keys-Shelter				
	Refund Damaged Items				
	Kitchen Supplies-CMBS				
	Amazon Prime Membership				
	TVs/Attennas-Arpa Grant				
	Mileage Tracking Software				
	iCloud Storage Membership				
	Outreach Client Ride Shares				
	Shelter Coffee Creamer Supply				
	Household Essentials-Arpa Gran				
	Outreach Assistance Supp-CPR M				
	Professional Dev Passport Phot				
	Keys Made for Connex Box Sta4				
	Wildland Entrpmnt Seminar Food				
	Wildland Entrpmnt Seminar Hote				
	Fuel-ICSC				
	Hotel Booking ICSC				
	Mirage Resort Fees				
	ICSC Flight-Council				
	Frames-Proclamations				
	Credit-GES Overcharge				
	Purchase of Hand Truck				
	ReMarkable Subscription				
	ICSC Flight-Dev Svs Staff				
	ICSC Flight-CM Office Staff				
	Items-Council Study Session				
	Credit-ICSC Flight Dev Staff				
	ICSC Electrical Installation				
	Snacks-Council Study Session				
	ICSC Misc Booth-Items/Ele/Furn				

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>	Purchase of Exhibitor List (3r				
	Recreation Equipment				
	NRPA Agency Membership				
	Employee Svc Awards Supp				
	Food-Command Staff Meeting				
	Credit for Corrected Flight				
	Coffee-Command Staff Meeting				
	Food- Regional USAR Training				
	CFED Pre-Conference-Coates				
	Wildland&EMS Conference				
	Touchless Thermometers				
	MCI Clipboard x2				
	Snacks Training Class Sta#4				
	Rec Equip-Teen Program				
	Gen Training-ROCKS Program				
	Excursion Dep-Teen Prog 6/13/2				
	Excursion Dep-Teen Prog 6/14/2				
	Participant Cloth Screen Print				
	Excursion Dep-Teen Prog 7/13/2				
	Excursion Dep-Teen Prog 8/1/23				
	Excursion Dep-Teen Prog 8/2/23				
	Excursion Dep-Teen Prog 8/9/23				
	Hood Fan-FS#3				
	Fuel-Vehicle 342				
	Batteries-PD Fire Alarm				
	Hood Fan Capacitor-FS#3				
	Shunt Trip Breaker-Elevators				
	Entrapment Seminar-Food/Bevera				
	VAS-Drone Registration				
	2022 Fire Building Code Books				
	Food				
	Parking				
	Baggage x4 People				
	Badges				
	Water for Sta 4				
	Hotel;AFSS Conference				
	Dinner; AFSS Conference				
	Water & Supplies Sta# 4 & 2				
	Keyless Safes for Ambulances				

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Staff Trophy		
			Lifetime Commer Folding Tables		
			Tools-BCC		
			Office Equip-BCC		
			Office Supplies-BCC		
			Rec Equip-Teen Program		
			Excursion Dep-Day Camp 6/13/23		
			Excursion Dep-Day Camp 8/8/23		
			Excursion Dep-Day Camp 7/27/23		
			Event Equip/Materials		
			Participant Cloth Screen Print		
			Excursion Dep-Day Camp 8/1/23		
			Excursion Dep-Day Camp 7/18/23		
			Excursion Dep-Day Camp 7/25/23		
			Grassland Plant-Vernal Pool Pr		
			Event Parking		
			Arts Branding-Plaque		
			Equipment-Folio Case		
			Return-Accordian File 4/21/23		
			Gate Lock & Hardware		
			Small Tools-Love CM Day		
			Small Tools-Restoration		
			Office Supplies		
			Food-Mothers Day Brunch		
			Food-Veterans Social Group		
			Supplies-Love CM Day Booth		
			OC Marathon		
			Animal Control Supplies		
			Box Locks-Traffic Radar		
			Office Supplies-MCV Supplies		
			Credit		
			Employee Recognition		
			Camera Purchase		
			Supplies:Gift Bags		
			Volunteer Appreciation		
			Credit for Circulator 4/5		
			Monthly Cloud Subscription		
			Employee Appreciation Event		
			Batteries and Lights Media Roo		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Membersheip Due		
			Lodging Abuse Ortiz		
			Tuition for x9 People		
			Tuition-Cortez		
			Aifare/HITS K9 Conf		
			Airfare/HITS K9 Conf		
			Registration for Job Fair		
			Food/Beverages Fair Impartial		
			Replacement APC 1500 UPS		
			Amazon Refund		
			Office Supplies		
			Microwave-Sunroom		
			Promo Items-Members		
			Supplies-Art Exhibit		
			Supplies-Social Area		
			Supplies-Special Events		
			Disinfecting Supp-Classes		
			Cricut Design Subscription		
			Supp-Patching Movie Screen		
			Supplies-Recreational Class		
			Supp/Refreshments-Mothers Day		
			Monthly Streaming Subscription		
			Refreshments-Artist Reception		
			Office Supplies		
			Supplies-Water Station		
			Parking- Sr Ctr Comm Trip		
			Food/Supp-ROCKS 80 Participant		
			Power Strip		
			Amazon Prime Membership		
			Plastic Filing Bins-Storage		
			Excursion Dep-Day Camp 7/25/23		
			Drink&Food Fair for Impartial		
			Microphone Batteries		
			Ice Machine Cleaner-NHCC		
			Craft Supp-Movies in Park		
			Supplies-Movies in Park		
			Camera- JAG		
			Parking Fee-Mtg		
			Gifts for Volunteers		

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>	Volunteer Appreciation-Sam				
	Snacks for Citizens Academy				
	Gift Bag & Wrapping Supplies				
	Office Equip-BCC				
	Rec Equip-LEAP Program				
	Rec Equip-Youth Sports				
	Arts/Craft Supp-LEAP Program				
	Black Door Mats				
	Int. Teleomm Assoc.				
	14/3 Extension Cord SWAT				
	CA Telecomm Assoc 911 Centers				
	Bodi Boarding/Medication				
	Recognition Ceremony Food				
	Apple Watch-Undercover Use				
	iPhone Wall Charger Blocks				
	90-2032 Batteries Gate Remotes				
	Amazon Prime Membership				
	Food/Supp-Staff Meeting				
	Uniform Equip-Adult Sports				
	Wristbands-Camp Costa Mesa				
	4 Bike Locks				
	Baby Diapers & Wipes for 300 W				
	Janitorial/Housekeeping				
	Office Supp-Animal Care Svs				
	Promo Items-Animal Care Svs				
	SE Food/Supp-Animal Care Svs				
	Printer Stand				
	Parchment Paper				
	Monitor Power Cord				

TOTAL	\$415,704.76
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Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jul 13, 2023

Run Time 3:39:19 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>
016017	07/14/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
016018	07/14/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
016019	07/14/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
016020	07/14/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<u>TOTAL</u>					<u>0.00</u>

End of Report

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243551	07/14/23	P	BrightView Landscape Services Inc	0000026055	197,005.05
			Line Description: Landscape Maint-Jun 23		
0243552	07/14/23	P	Care Ambulance Service Inc	0000019807	149,435.00
			Line Description: Ambulance Trnsprt6/16-6/30/23		
			Surge Unit Charge-May 2023		
			Ambulance Trnsprt6/1-6/15/23		
0243553	07/14/23	P	Hilton Costa Mesa	0000013124	15,111.56
			Line Description: Achievement Service Lunch		
0243554	07/14/23	P	Maaco of Costa Mesa	0000030194	23,954.68
			Line Description: 707 Body Repair		
			757 Body Repair		
			784-Bumper Repair		
			728 Rear Bumper Repair		
0243555	07/14/23	P	Orange County Treasurer Tax Collector	0000003489	19,158.92
			Line Description: Parking Citation Process-May23		
0243556	07/14/23	P	PeopleSpace	0000026843	17,122.14
			Line Description: Shipping Fee		
			Chair Headrest		
			Mesh Black Task Chair		
			Sales Tax 7.75%		
0243557	07/14/23	P	Roger Lawson	0000030210	49,228.27
			Line Description: Stlment-DOL 7/25/19		
0243558	07/14/23	P	Siemens Industry Inc	0000002904	155,822.88
			Line Description: Equipment Repair Ongoing		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: HVAC Maintenance & Repair Serv

0243559	07/14/23	P	Southern California Edison Company	0000004088	123,502.26
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Line Description: Sunflower/Plaza 6/1-6/30/23
 EE/OBF Loan
 2293 Canyon Dr 6/6-7/7/23
 717/721 James St 6/6-7/7/23
 567 w 18th 6/6-7/7/23
 BCC 6/6-7/7/23
 707 w 18TH 6/6-7/7/23
 734 James 6/6-7/7/23
 740 James 6/6-7/7/23
 1940 Placentia 6/6-7/7/23
 2500 Placentia 6/6-7/7/23
 744 James St 6/6-7/7/23
 711 W 18th 6/6-7/7/23
 745 W# 18th St 6/76-7/7/23
 1990 Placentia 6/8-7/6/23
 Street Lights-Jun 2023
 Park Maint 5/5-6/5/23
 Signals 5/5-6/5/23
 782 Shalimar 6/7-7/9/23
 19th/Npt 6/1-6/30/23
 Baker/Royal Palm 6/1-6/30/23
 SD Fwy On/Off 6/1-6/30/23
 Npt Fwy/Baker 6/1-6/30/23
 Joann St Bike Trail 6/1-6/30/23

0243561	07/14/23	P	Switzer Assoc Leadership Solutions	0000029731	15,372.37
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Line Description: One-Day Workshop May 24, 2023
Check Point 360

0243562	07/14/23	P	4Leaf Inc	0000029711	167.76
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Line Description: Plan Review-Apr 2023

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243563	07/14/23	P	AA District 18	0000029978	500.00
			Line Description: Refind Rec Dep-2007602.002		
0243564	07/14/23	P	AT & T	0000001107	85.60
			Line Description: Internet-Skate Park Camera		
0243565	07/14/23	P	AT & T	0000001107	3,521.04
			Line Description: DID Trunk Line		
			Outgoing Trunk Line		
			PD DSL Line		
			Estancia Park		
			Smallwood Park		
			PD Emergency Line		
			DRC Alarm		
			Lions Park Baseball Field		
			800 Mhz Radio Link		
			NCC Fire Alarm		
			WSS Alarm		
0243566	07/14/23	P	AT & T Teleconference Services	0000001107	494.24
			Line Description: Teleconference Svs-May 2023		
0243567	07/14/23	P	AY Nursery	0000001142	1,336.10
			Line Description: Trees for Parkway		
0243568	07/14/23	P	Adamson Police Products	0000014519	1,644.69
			Line Description: SWAT sniper training ammunitio		
0243569	07/14/23	P	Ai Ley Tan	0000029642	1,250.00
			Line Description: Yoga Session-May 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243570	07/14/23	P	All Traffic Solutions Inc	0000025936	3,000.00
			Line Description: App Traffic Suite 1/16/23-1/15 App Traffic Suite 1/16/23-1/15		
0243571	07/14/23	P	Andy Godinez	0000026200	500.00
			Line Description: Refimd Rec Dep-2007676.002		
0243572	07/14/23	P	Angel Auto Spa LLC	0000027465	6,891.37
			Line Description: PD Vehicle Wash-Jun 2023 PD Vehicle Wash-May 2023 Vehicle Wash-May 2023 Vehicle Wash-Jun 2023		
0243573	07/14/23	P	April Rubi	0000030205	6.25
			Line Description: Refimd Rec Dep-2007613.002		
0243574	07/14/23	P	Bee Busters Inc	0000007572	550.00
			Line Description: Bee Abatement Bee Abatement Bee Abatement Bee Abatement		
0243575	07/14/23	P	Bound Tree Medical LLC	0000011695	6,515.53
			Line Description: EMS Supplies EMS Supplies		
0243576	07/14/23	P	Braden Giles	0000030208	6.25
			Line Description: Refimd Rec Dep-2007645.002		
0243577	07/14/23	P	CBE	0000015149	1,393.73
			Line Description: Copier Maint 6/5-7/4/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Copier Maint 6/5-7/4/23 Copier Maint 5/5-6/4/23 Copier Maint 6/5-7/4/23 Copier Maint 6/5-7/4/23 Copier Maint 6/5-7/4/23 Copier Maint 6/5-7/4/23		
0243578	07/14/23	P	CDW Government Inc	0000005402	469.28
			Line Description: Sales Tax 7.75% HP Color Laserjet		
0243579	07/14/23	P	CSC Commercial LLC	0000030196	1,000.00
			Line Description: Refund Permit PS23+-00270		
0243580	07/14/23	P	CSG Consultants Inc	0000001887	713.66
			Line Description: Fire Plan Review-Jun 2023		
0243581	07/14/23	P	Cal Stripe Inc	0000029093	2,975.00
			Line Description: Citywide Bicycle Routes		
0243582	07/14/23	P	California Dept of Health Care Services	0000022897	770.73
			Line Description: Settlement-R Lawson		
0243583	07/14/23	P	Celestino Chavez	0000030200	25.50
			Line Description: Refind Citation CM040014867		
0243584	07/14/23	P	Chandler Asset Management	0000022081	4,372.42
			Line Description: Investment Svc-Jun 2023		
0243585	07/14/23	P	City of Huntington Beach	0000002599	13,200.00
			Line Description: Helicopter Svcs-May 2023		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243586	07/14/23	P	Costa Mesa Auto Glass	0000010001	1,797.47
			Line Description: Windshield Repair-#093 Windshield Repair-#123		
0243587	07/14/23	P	Costa Mesa Foundation	0000018443	10,000.00
			Line Description: 2023 Concert In Park Grant		
0243588	07/14/23	P	Costa Mesa High School Band Boosters	0000009275	500.00
			Line Description: Costa Mesa Art & Culture Grant		
0243589	07/14/23	P	Costa Mesa High School Baseball Boosters	0000010452	350.00
			Line Description: Refimd Rec Dep-2007676.002		
0243590	07/14/23	P	Costa Mesa Historical Society	0000011266	100.00
			Line Description: Refimd Rec Dep-2007603.002		
0243591	07/14/23	P	Costa Mesa Lock & Key	0000001817	70.04
			Line Description: Duplicate Keys		
0243592	07/14/23	P	County of Orange	0000003486	1,129.32
			Line Description: Teletype Svcs-Jun 2023		
0243593	07/14/23	P	County of Orange Health Care Agency	0000003488	399.00
			Line Description: CY-Hazmat Fee		
0243594	07/14/23	P	Creative Visions	0000030211	500.00
			Line Description: Arts & Culture Grant		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243595	07/14/23	P	Daniel Dreyer	0000030190	60.00
			Line Description: Refimd Rec Dep-2007672.002		
0243596	07/14/23	P	Division of the State Architect	0000021296	2,140.13
			Line Description: Disability Access Ed Fee		
0243597	07/14/23	P	Dixon Resources Unlimited	0000027441	3,411.25
			Line Description: Citywide Parking Study-Jun23		
0243598	07/14/23	P	Dymek's Freedom Plumbing Inc	0000030215	500.00
			Line Description: Refund Permit PS23-00501		
0243599	07/14/23	P	ECKERSALL LLC	0000025412	1,947.50
			Line Description: GIS Svcs-Jun 2023		
0243600	07/14/23	P	ETE Fitness Equipmnet	0000029761	7,219.11
			Line Description: Shipping FITNESS EQUIPMENT Sales & Use Tax (7.75%)		
0243601	07/14/23	P	Entenmann Rovin Company	0000002130	176.22
			Line Description: Flat Badge		
0243602	07/14/23	P	Estancia Baseball Boosters	0000004953	500.00
			Line Description: Refimd Rec Dep-2007689.002		
0243603	07/14/23	P	Fed Ex	0000002190	155.13
			Line Description: Ground Delivery Ground Delivery		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243604	07/14/23	P	Federal Technology Solutions Inc	0000024174	1,269.08
			Line Description: Install cabling in the jail ar		
0243605	07/14/23	P	Flock Group, Inc	0000030143	1,300.00
			Line Description: Pole & Cameraq Replacement		
0243606	07/14/23	P	Galls LLC	0000002297	4,871.44
			Line Description: Uniform		
			Uniform		
			Uniform		
			Uniform-Alvarado		
			Uniform-Thompson		
			Uniforms		
			Uniform-Herandez		
			Uniform-Kim		
			Uniform-Dean		
			Uniform-Wessel		
			Uniform-Prado		
			Uniform-Cattouse		
			Safety Vest-Luu		
0243607	07/14/23	P	Gillis & Panichapan Architects Inc	0000027487	5,440.00
			Line Description: CMPD Shooting Range Proj		
0243608	07/14/23	P	Grainger	0000002393	2,174.86
			Line Description: Warehouse Stock		
			Telecomm		
0243609	07/14/23	P	Heidi Le	0000030197	3,825.00
			Line Description: Refund Appeal Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243610	07/14/23	P	Hero Industries Inc	0000026721	2,887.50
		<i>Line Description:</i>	Lapel Pin of CMPD Badge Custom Hang Tag Brown Plush Bears w/tactical v Pink Plush Bears w/tactical ve		
0243611	07/14/23	P	Integrated Impressions	0000003403	6,827.53
		<i>Line Description:</i>	Promotional Items		
0243612	07/14/23	P	Interwest Consulting Group Inc	0000021505	12,149.12
		<i>Line Description:</i>	Bldg Plan Review-Jun 23 I-405 Fwy Widening-Mar 23 I-405 Fwy Widening-Apr 23		
0243613	07/14/23	P	Irvine Ranch Water District	0000005112	1,212.82
		<i>Line Description:</i>	261 Monte Vista 6/7-7/7/23 220 23rd 6/7-7/7/23 2603 Elden 6/7-7/7/23 106 Del Mar 6/7-7/7/23 308 University 6/7-7/7/23 170 Del Mar 6/7-7/7/23 258 Brentwood 6/7-7/7/23		
0243614	07/14/23	P	Jimmy Spicer	0000030202	563.00
		<i>Line Description:</i>	Refund Vehicle Impound Fee		
0243615	07/14/23	P	John Dickens Inc	0000013808	1,000.00
		<i>Line Description:</i>	Refund Permit PS21-00908		
0243616	07/14/23	P	Karla Waldron	0000030206	6.25
		<i>Line Description:</i>	Refimd Rec Dep-2007619.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243617	07/14/23	P	Katie Arthur	0000030214	2,000.00
			Line Description: Refund Permit PS22-00983		
0243618	07/14/23	P	Kayla Zimmerman	0000030189	45.00
			Line Description: Refimd Rec Dep-2007666.002		
0243619	07/14/23	P	Lab for Pets, Inc	0000030161	1,030.00
			Line Description: Necropsy -Animal Cruelty Case#		
0243620	07/14/23	P	Liebert Cassidy Whitmore	0000002960	1,225.50
			Line Description: Legal Services-General		
0243621	07/14/23	P	Linscott Law & Greenspan Engineers Inc	0000010877	1,665.00
			Line Description: On-Call Svs May 2023		
0243622	07/14/23	P	Los Angeles Times	0000003000	709.75
			Line Description: Legal Advertising June 2023		
0243623	07/14/23	P	Maria Pina	0000030204	12.50
			Line Description: Refimd Rec Dep-2007609.002		
			Refimd Rec Dep-2007612.002		
0243624	07/14/23	P	Mark Thomas & Company	0000029139	2,177.48
			Line Description: Complete St Advisory Svs-Newpo		
0243625	07/14/23	P	Marquelia Vega	0000030207	6.25
			Line Description: Refimd Rec Dep-2007636.002		
0243626	07/14/23	P	Marshall Lichterman	0000030209	6.25

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Refind Rec Dep-2007646.002		
0243627	07/14/23	P	Michael Moussalli	0000030084	3,800.00
			<i>Line Description:</i> Rfnd CUP Amandment FeeZA-22-41 Rfnd CUP Amandment FeeZA-22-41		
0243628	07/14/23	P	Mouse Graphics	0000001170	837.22
			<i>Line Description:</i> Print & install decals @ PD		
0243629	07/14/23	P	NeWave Construction Inc	0000024108	12,000.00
			<i>Line Description:</i> Jail Workspace Remodel (Final)		
0243630	07/14/23	P	Nicholas Svendsen	0000030216	6,432.69
			<i>Line Description:</i> Refund Transient Occupany Tax		
0243631	07/14/23	P	Nico Hospitality LLC	0000028926	755.74
			<i>Line Description:</i> Revised Inoice Billing Error CMPD Referral for Motel Stay PD Referral for NHS Client Revised Invoice		
0243632	07/14/23	P	Optimum Fire	0000030198	258.00
			<i>Line Description:</i> Refund Permit F23-00090		
0243633	07/14/23	P	Orange County Chiefs of Police &	0000003427	750.00
			<i>Line Description:</i> OCCSA Mbrshp-Voting Members OCCSA 2nd in Command Mbrshp		
0243634	07/14/23	P	Orange County Council of Governments	0000011417	13,432.52
			<i>Line Description:</i> OC COG Membership Dues 23-24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243635	07/14/23	P	Orange County Fire Chiefs Association	0000003435	430.00
			Line Description: 2023-24 Membership		
0243636	07/14/23	P	Orange County Probation Department	0000003491	3,358.88
			Line Description: Q4 OT-Probation Officer		
0243637	07/14/23	P	OrangeCoast Unitarian Universalist Church	0000012975	2,000.00
			Line Description: Art & Culture Grant		
0243638	07/14/23	P	Pacific Chorale	0000025719	2,000.00
			Line Description: Arts & Culture Grant		
0243639	07/14/23	P	Pacific Medical Waste	0000029793	183.20
			Line Description: Biohazard Disposal-Propty-6/23		
0243640	07/14/23	P	Pasadena Police Department	0000011073	306.00
			Line Description: Special Event Planning Seminar		
0243641	07/14/23	P	Patrick Hayes	0000030213	4,500.00
			Line Description: Refund Permit PS22-01048		
0243642	07/14/23	P	Peace of Mind Financial Consulting Inc	0000029150	5,220.00
			Line Description: June 2023 Srvs		
0243643	07/14/23	P	Pedro Martinez	0000001289	500.00
			Line Description: Refimd Rec Dep-2007606.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243644	07/14/23	P	Premier Security Services Inc	0000002633	8,374.53
			Line Description: NTS-1		
			Labor and Materials 2 Post Rac		
			SECURITY INSTALLATION		
			Sales Tax		
			Electronic Locking		
			Misc. Access Control Cable		
			CICR2362PII		
			Installation Labor		
			Double Swinging Hinge		
			42x32 Swinging Gate/Door		
0243645	07/14/23	P	Priority Landscape Services LLC	0000026592	4,880.00
			Line Description: Tree Care&Plantings May 23		
0243646	07/14/23	P	Proactive Engineering Consultants Inc	0000028916	13,245.00
			Line Description: WS/CW Storm Drain Improv/Updat		
0243647	07/14/23	P	Prudential Overall Supply	0000025480	396.40
			Line Description: Towel Svc-Jun 2023		
0243648	07/14/23	P	Quality Code Publishing	0000025378	780.00
			Line Description: Codification Services & Code A		
0243649	07/14/23	P	Rachel Leyva	0000030191	300.00
			Line Description: Refimd Rec Dep-2007622.002		
			Refimd Rec Dep-2007674.002		
0243650	07/14/23	P	Scott Fazekas & Associates Inc	0000003961	295.65
			Line Description: Consulting Plan Check Srvs BX2		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243651	07/14/23	P	Sean Simon	0000029869	135.00
			Line Description: Basketball Referee 7/10/23		
0243652	07/14/23	P	Share Our Selves	0000004002	600.00
			Line Description: Refimd Rec Dep-2007690.002		
0243653	07/14/23	P	Shayanne Wright	0000030053	300.00
			Line Description: Parks/Comm Svs Comm Apr-Jun 23		
			Parks/Comm Svs Comm Apr-Jun 23		
0243654	07/14/23	P	Sims Orange Welding Supply Inc	0000004030	111.15
			Line Description: Shop-Welding Supplies		
			Shop Welding		
0243655	07/14/23	P	South Coast Air Quality Mgmt District	0000003939	628.20
			Line Description: FS#4 Annual Generator		
			Annual Emission Fee Fire Dept		
0243656	07/14/23	P	Southern California Fleet Services Inc	0000030072	636.01
			Line Description: Stock-Flex Hose		
0243657	07/14/23	P	Sparkletts	0000015725	209.33
			Line Description: WATER DELIVERY SERVICES - FIRE		
0243658	07/14/23	P	Spectrum	0000030201	140.00
			Line Description: Refund Duplicate Permit Paymnt		
0243659	07/14/23	P	Spectrum Gas Products	0000012653	266.28
			Line Description: Medical Cyl Rent		
			Medical Cyl Rent		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Medical Cyl Rent Medical LG Cyl Rent		
0243660	07/14/23	P	State of California Dept of Justice	0000001534	2,835.00
			Line Description: Fingerprint App Not Previously Fingerprint App Fee May 2023 Livescan/Fingerprinting Servic		
0243661	07/14/23	P	Sunrun	0000025030	3,357.25
			Line Description: Refund Permit BX22-00474 Refund Permit BX22-00476 Refund Permit BX22-00586 Refund Permit BX22-00501 Refund Permit BX22-00341 Refund Permit BX22-00657 Refund Permit BX22-00747 Refund Permit BX22-00885 Refund Permit BX22-006874 Refund Permit BX22-00812 Refund Permit BX22-00503 Refund Permit BX22-00002		
0243662	07/14/23	P	Sunrun Installations Services Inc	0000029991	105.97
			Line Description: Permit Overpayment E23-00129		
0243663	07/14/23	P	Sunset Detectives	0000026756	9,000.00
			Line Description: Background Investigation		
0243664	07/14/23	P	Superion LLC	0000025487	3,280.00
			Line Description: PAYMENTS APPLIED TRAINING SERVICES TECHNICAL SERVICES PROJECT MANAGEMENT		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243665	07/14/23	P	T-Mobile USA	0000021384	50.00
			Line Description: Phone Record Retrieval-Investi		
0243666	07/14/23	P	TDG Engineering, Inc.	0000030004	5,143.50
			Line Description: Fairview Road Activities Trans		
0243667	07/14/23	P	Tatiana Natsik	0000030195	10.00
			Line Description: Refimd Rec Dep-2007705.002		
0243668	07/14/23	P	Tecta America	0000003718	4,320.00
			Line Description: Repair roof to the restroom bl		
0243669	07/14/23	P	Terry Wall	0000030052	300.00
			Line Description: Parks/Comm Svs Comm Apr-Jun 23		
			Parks/Comm Svs Comm Apr-Jun 23		
0243670	07/14/23	P	The Code Group Inc	0000025073	345.00
			Line Description: Plan Check Svs-BC22-00552/907		
0243671	07/14/23	P	The Energy	0000030199	296.15
			Line Description: Refund Permit E23-00094		
			Refund Permit M23-00063		
0243672	07/14/23	P	Time Warner Cable	0000011202	439.98
			Line Description: 2310 Placentia A Internet/Cabl		
			Cable Box Upgrade-2nd Fl		
			PD Equipment Fees		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243673	07/14/23	P	Turnout Maintenance Company LLC	0000020182	1,736.91
		<i>Line Description:</i>	Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned Fire Apparel		
0243674	07/14/23	P	US Postal Service	0000004376	10,000.00
		<i>Line Description:</i>	July 23 Prepaid Postage		
0243675	07/14/23	P	Verizon Wireless	0000008717	2,473.68
		<i>Line Description:</i>	Broadband Srvs 4/24-5/23/23		
0243676	07/14/23	P	Vulcan Materials Company	0000007403	992.44
		<i>Line Description:</i>	Asphalt Pothole Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidealk Ramp		
0243677	07/14/23	P	West Coast Arborists Inc	0000004498	11,879.55
		<i>Line Description:</i>	Tree Maint June 23		
0243678	07/14/23	P	West Coast Fence Co	0000021495	1,980.00
		<i>Line Description:</i>	GATE INSTALLATION		
0243679	07/14/23	P	Yadira Gonzalez	0000030212	1,500.00
		<i>Line Description:</i>	Refund Permit PS23-00275		
0243680	07/14/23	P	Yolicsey Tinoco	0000030203	12.50
		<i>Line Description:</i>	Refund Rec Deposit 2007607.002		

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> Refund Rec Deposit 2007628.002					
0243681	07/14/23	P	Zuguey Ramirez	0000030188	100.00
<i>Line Description:</i> Refund Rec Deposit 2007677.002					
TOTAL					<u>\$1,048,681.51</u>

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>
0243560	07/14/23	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0241349	7/10/2023	V	All Traffic Solutions Inc	0000025936	02/24/23	(3,000.00)
Line Description: 7/10/23 Vendor did not receive check. Will reissue check.						
0242383	7/10/2023	V	Michael Moussalli	0000030084	04/28/23	(3,800.00)
Line Description: 7/10/23 Vendor did not receive payment. Will Reissue check.						
TOTAL						(\$6,800.00)

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016021	07/21/23	P	Costa Mesa Employees Association	0000006284	4,090.18
			Line Description: Payroll Deduction 23-15		
016022	07/21/23	P	Costa Mesa Executive Club	0000006286	145.00
			Line Description: Payroll Deduction 23-15		
016023	07/21/23	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 23-15		
016024	07/21/23	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction 23-15		
016025	07/21/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 23-15		
TOTAL					\$19,977.57

amount
1,354,268.78
2,272.57
19,977.57
0.00
1,376,518.92

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243682	07/21/23	P	All American Asphalt	0000000971	20,607.74
			Line Description: Retention Proj #21-07		
0243683	07/21/23	P	Architectural Engineering Technology Inc	0000029448	46,025.59
			Line Description: TSSP Baker to 19th3/18-4/30/23		
0243684	07/21/23	P	CI Technologies	0000030051	24,800.00
			Line Description: Blue Team Training - 1 day ons		
			Blue Team Use Site Licenses		
			IAPro Use Site Licenses		
			IAPro Training - 2 days onsite		
0243685	07/21/23	P	Charitable Ventures of Orange County	0000030222	19,200.00
			Line Description: OC Stustainability Decathlon23		
0243686	07/21/23	P	D & R Office Works Inc	0000029056	25,436.60
			Line Description: HAT FAC FRT		
			OFFICE FURNITURE		
			SALES TAX (7.75%)		
			DELIVERY AND INSTALLATION		
0243687	07/21/23	P	Dell Computer Corp	0000001962	16,156.18
			Line Description: ENVIRONMENTAL FEE		
			SALES TAX (7.75%)		
			DELL LATITUDE 5430 RUGGED LAPT		
			DELL LATITUDE 5540 LAPTOP AND		
			DELL LATITUDE 5540 LAPTOP		
			DELL OPTIPLEX PLUS 7010		
0243688	07/21/23	P	Environmental Systems Research Institute	0000008184	18,739.34
			Line Description: AcoGIS Software 7/6/23-7/5/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243689	07/21/23	P	LN Curtis & Sons	0000002983	34,295.04
<i>Line Description:</i> SHIPPING					
SALES TAX (7.75%)					
SHIPPING					
JACKETS					
Fightfighting Equipment (FFE)					
GENERATOR AND BATTERIES					
SALES TAX (7.75%)					
0243690	07/21/23	P	Michael Balliet	0000008858	34,253.75
<i>Line Description:</i> March-June 23 Consulting SB138					
Feb 23 Grant Reporting					
Jan 2023 Grant Reporting					
Jan 2023 Consulting Srvs					
5/1-6/27/23 Grant Mngmt Srvs					
June 23 Waste Hauler Consultin					
4-5/23 Waste Hauler Consulting					
0243691	07/21/23	P	Michael C Kimball	0000025037	20,000.00
<i>Line Description:</i> 3 Day Training Course for Code					
0243692	07/21/23	P	Newport Mesa Unified School District	0000003339	32,856.66
<i>Line Description:</i> Developer Fee-Jun 2023					
0243693	07/21/23	P	Quest Technology	0000029857	99,994.74
<i>Line Description:</i> FLOOR INSTALLATION					
FLOOR INSTALLATION					
FLOOR MATERIALS					
SALES TAX (7.75%)					
0243694	07/21/23	P	Rana Pasricha	0000030223	38,231.00
<i>Line Description:</i> CUP Case #PA-21-26					

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> CBP Case #MQ-21-0009		
0243695	07/21/23	P	SHI International Corp	0000016007	86,399.44
			<i>Line Description:</i> HPE NIMBLE STORAGE REPLACEMENT		
			SALEST TAX (7.75%)		
			HPE NIMBLE STORAGE REPLACEMENT		
			SALEST TAX (7.75%)		
			UPS Smart 750VA 600W Rackmount		
0243696	07/21/23	P	Santa Margarita Ford	0000022708	322,247.08
			<i>Line Description:</i> Delivery		
			Sales Tax 7.75%		
			DMV Registration		
			Ford F250 Trucks		
			DMV Documentation		
			Delivery		
			DMV Registration		
			Ford Edge SE		
			Sales Tax 7.75%		
			DMV Documentation		
0243697	07/21/23	P	Stantec Consulting Services Inc	0000008310	24,470.00
			<i>Line Description:</i> Raising Canes Parking Study		
			Raising Canes Parking Study		
0243698	07/21/23	P	Superior Pavement Markings Inc	0000003955	55,469.19
			<i>Line Description:</i> Long Lane Street Striping		
0243699	07/21/23	P	Tyler Technologies Inc	0000027279	26,143.75
			<i>Line Description:</i> LAND MANAGEMENT SYSTEM		
0243700	07/21/23	P	West Coast Arborists Inc	0000004498	73,386.35
			<i>Line Description:</i> Tree Maint 5/16-5/31/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Tree Maint 6/16-6/30/23		
0243701	07/21/23	P	Wittman Enterprises LLC	0000026639	21,098.00
			<i>Line Description:</i> June Billing		
0243702	07/21/23	P	Zumar Industries Inc	0000004622	32,617.34
			<i>Line Description:</i> Reflective Sheeting Washers Transparent Overlay Film Various Sign Materials City Various Colored Sheeting		
0243703	07/21/23	P	3SI Security Systems Inc	0000025001	635.73
			<i>Line Description:</i> Shipping Fee 4XG ESO Cardboard-Inductively Sales Tax 7.75%		
0243704	07/21/23	P	AGA Engineers Inc	0000028838	2,005.00
			<i>Line Description:</i> TSSP Baker to 19th3/18-4/30/23		
0243705	07/21/23	P	ARC	0000022726	189.59
			<i>Line Description:</i> PD Open House PD Open House PD Open House		
0243706	07/21/23	P	AT & T	0000001107	1,008.10
			<i>Line Description:</i> Wakeham Park TeWinkle Park Cool Line for PD IT Computer Room Senior Center Fire Alarm Syste DSL Line for Traffic Operation Fire Sta#1 Fire Alarm System		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243707	07/21/23	P	AY Nursery	0000001142	700.38
			Line Description: Trees for Parkways		
0243708	07/21/23	P	Ai Ley Tan	0000029642	1,000.00
			Line Description: Yoga Session-Apr 2023		
0243709	07/21/23	P	Alta Planning & Design	0000013648	4,144.73
			Line Description: Bicycle Sign Thru 6/30/23		
0243710	07/21/23	P	American Public Works Association	0000007215	550.00
			Line Description: 2023-24 Mbrshp-C Oquendo		
0243711	07/21/23	P	Andy Godinez	0000026200	250.00
			Line Description: Achievement Award Jun 2023		
0243712	07/21/23	P	Aramark Correctional Services Inc	0000013108	1,750.80
			Line Description: Jail Food Svc 5/23-6/28/23		
0243713	07/21/23	P	Archive Social Inc	0000025537	7,188.00
			Line Description: Social Media Archiving 23-24		
0243714	07/21/23	P	Ashley Riopka	0000029736	3,291.94
			Line Description: Instructor AMART Camp		
0243715	07/21/23	P	B & M Lawn & Garden Center	0000001151	31.99
			Line Description: Pulley		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243716	07/21/23	P	BKF Engineers	0000024944	436.00
			Line Description: Placentia Stormwater Trash Cap		
0243717	07/21/23	P	Bee Busters Inc	0000007572	110.00
			Line Description: Bee Abatement		
0243718	07/21/23	P	Berenice Blanco	0000029742	1,086.00
			Line Description: Instructor AMART Camp		
0243719	07/21/23	P	Bridget Duffin	0000014222	791.88
			Line Description: Instructor AMART Camp		
0243720	07/21/23	P	BrightView Landscape Services Inc	0000026055	5,156.10
			Line Description: Irrigation Repair-Jun 2023		
0243721	07/21/23	P	Bureau Veritas North America Inc	0000016616	3,218.30
			Line Description: Bldg Plan Review Svcs		
			Blding Plan Check Svc		
			Fire Plan Check Svc		
0243722	07/21/23	P	CBE	0000015149	886.64
			Line Description: Copier Maint 6/5-7/4/23		
			Copier Maint 6/5-7/4/23		
0243723	07/21/23	P	Cami Sue Marseilles	0000029338	1,764.75
			Line Description: Instructor AMART Camp		
0243724	07/21/23	P	Canon Financial Services Inc	0000023241	5,323.06
			Line Description: Copier Lease-Jul 2023		
			Copier Maint-Jun 2023		

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>
0243725	07/21/23	P	Cardinal Environmental Consultants Inc	0000019795	1,250.00
			<i>Line Description:</i> Testing-Asbestos		
0243726	07/21/23	P	Christopher J Ziebarth	0000029345	2,443.50
			<i>Line Description:</i> Instructor AMART Camp		
0243727	07/21/23	P	City Net	0000029222	2,354.57
			<i>Line Description:</i> CDBG Outreach-Jun 2023		
0243728	07/21/23	P	City of Anaheim	0000016211	600.00
			<i>Line Description:</i> Helicopter Svcs Jan-Feb 23		
0243729	07/21/23	P	Colin Hacker	0000029734	1,855.25
			<i>Line Description:</i> Instructor AMART Camp		
0243730	07/21/23	P	Community SeniorServ	0000018540	3,490.50
			<i>Line Description:</i> Home Meal Delivery-4th Qtr		
0243731	07/21/23	P	Costa Mesa Lock & Key	0000001817	114.22
			<i>Line Description:</i> Padlock		
0243732	07/21/23	P	Delicious Family Cuisine	0000030221	2,070.00
			<i>Line Description:</i> Parking Analysis Dep Refund		
0243733	07/21/23	P	Dell Marketing LP	0000001963	5,092.41
			<i>Line Description:</i> 3 Micro PD's for Jail Remodel		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243734	07/21/23	P	Dispensing Technology Corporation	0000002008	2,452.58
			Line Description: Cold Patch Asphalt		
0243735	07/21/23	P	Eduardo Iniestra	0000029307	425.00
			Line Description: DJ/MC for Open House Event-6/2		
0243736	07/21/23	P	Edwin Everett	0000005981	4,147.74
			Line Description: PR 23-03 Replacement Check		
0243737	07/21/23	P	Emergency Medical Services Authority	0000002120	150.00
			Line Description: EMT License Renewal-JK,KT		
0243738	07/21/23	P	Entenmann Rovin Company	0000002130	765.70
			Line Description: Name Bars		
			Annual Price AGreement		
			Annual Price Agreement		
0243739	07/21/23	P	Enterprise Rent A Car	0000002131	1,062.32
			Line Description: Undercover Car Rental		
0243740	07/21/23	P	Everett Dorey LLP	0000026882	4,690.50
			Line Description: Legal Svcs-June 2023		
0243741	07/21/23	P	Fair Housing Foundation	0000019956	3,499.21
			Line Description: Fair Housing Svcs-Jun 2023		
			Fair Housing Svs-May 2023		
0243742	07/21/23	P	Families Forward Inc	0000024105	7,942.44
			Line Description: Affordable Housing Prog-4th Qt		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243743	07/21/23	P	Forensic Nurse Specialists Inc	0000014039	3,000.00
			Line Description: Victim Physical		
0243744	07/21/23	P	Fun 4 Events	0000030175	897.50
			Line Description: Entertainment for Day Camp		
0243745	07/21/23	P	Galls LLC	0000002297	804.50
			Line Description: Duty Gear		
0243746	07/21/23	P	Graphic Decisions	0000017773	2,282.00
			Line Description: Banners-Concerts in Park		
			Banners-Concerts in Park		
0243747	07/21/23	P	Healthy U	0000012092	331.50
			Line Description: Instructor Paymnt-Summer 23		
0243748	07/21/23	P	Hinderliter De Llamas & Associates	0000002537	10,431.43
			Line Description: HDL PRIME BUSINESS LICENSE SOF		
0243749	07/21/23	P	James Snordan	0000029974	180.00
			Line Description: Basketball Referee 7/17/23		
			Basketball Referee-7/12/23		
0243750	07/21/23	P	Jennifer Andrus Nelson	0000026595	1,065.35
			Line Description: Instructor Pymnt-Summe 23		
0243751	07/21/23	P	Jennifer West	0000026486	300.00
			Line Description: Caricature Svcs-Open House		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jul 20, 2023

Run Time 3:04:11 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243752	07/21/23	P	John's Incredible Pizza Company	0000030224	1,747.19
			Line Description: Outstanding Balance Camp CM23		
0243753	07/21/23	P	Kevin Rosales	0000029344	1,086.00
			Line Description: Instructor AMART Camp		
0243754	07/21/23	P	Kimball Midwest	0000006819	671.97
			Line Description: Shop Supplies		
			Shop Supplies		
0243755	07/21/23	P	Kirby L Piazza	0000022847	3,574.75
			Line Description: Instructor AMART Camp		
0243756	07/21/23	P	Lauren Anderson	0000023814	1,764.75
			Line Description: Instructor AMART Camp		
0243757	07/21/23	P	Learning Tree International	0000009019	2,833.00
			Line Description: TRAINING COURSE June 23		
0243758	07/21/23	P	Liebert Cassidy Whitmore	0000002960	14,168.00
			Line Description: Legal Services (Employment Law		
			Legal Services (Employment Law		
			Legal Services (Employment Law		
			Legal Services - General		
0243759	07/21/23	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,035.00
			Line Description: On-Call Svcs 22-23		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243760	07/21/23	P	MK Electric Inc	0000029674	6,899.80
			Line Description: DISPATCH CENTER UPS		
0243761	07/21/23	P	Manufacutred Home Inspection, INC.	0000030219	13,020.00
			Line Description: HCD Rehab 1845 Monrovia Ave		
			HCD Rehab Grant 1845 Monrovia		
0243762	07/21/23	P	Miracle Playground Sales	0000003189	2,725.37
			Line Description: Playground Parts for Lions Prk		
0243763	07/21/23	P	Mouse Graphics	0000001170	1,281.15
			Line Description: Print & Install of the decals		
0243764	07/21/23	P	Omari Smith	0000029906	180.00
			Line Description: Basketball Referee 7/17/23		
			basektball Referee-7/12/23		
0243765	07/21/23	P	Orange County Mosquito & Vector Control	0000021750	69.24
			Line Description: Agreement NO. CON13-006		
0243766	07/21/23	P	Orange County Probation Department	0000003491	1,036.14
			Line Description: Overtime for Probation Officer		
0243767	07/21/23	P	Orange County Probation Department	0000003491	751.13
			Line Description: Overtime Probation Officer Q4		
0243768	07/21/23	P	Parkink	0000029297	10,197.50
			Line Description: SHIPPING FEE		
			CITY BRANDED EQUIPMENT		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jul 20, 2023

Run Time 3:04:11 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243769	07/21/23	P	Patricia Awaa	0000029733	1,889.19
			Line Description: Instructor AMART Camp		
0243770	07/21/23	P	Permit Management Solutions	0000024925	1,794.00
			Line Description: Consultant Staffing Svcs		
0243771	07/21/23	P	Progressive Solutions Inc	0000025528	7,580.90
			Line Description: PSI PAYHOSTING SOFTWARE MAINTENANCE		
0243772	07/21/23	P	Project Hope Alliance	0000027373	2,686.94
			Line Description: 2023-2024 SUBRECIPIENT AGREEME		
0243773	07/21/23	P	Prudential Overall Supply	0000025480	317.12
			Line Description: Towel Svcs-Jun 2023		
0243774	07/21/23	P	Quadient Inc	0000028798	3,438.15
			Line Description: Fader Machine		
0243775	07/21/23	P	SAP America Inc	0000028709	3,206.96
			Line Description: SAP MAINTENANCE AND SUPPORT		
0243776	07/21/23	P	Safran Trusted 4D Inc.	0000030177	1,317.00
			Line Description: Premium Support Package		
0243777	07/21/23	P	Sarah Anderson Portwood	0000029332	1,040.75
			Line Description: Instructor AMART Camp		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243778	07/21/23	P	Sean Comer	0000029737	995.50
			Line Description: Instructor AMART Camp		
0243779	07/21/23	P	Siemens Industry Inc	0000002904	5,537.00
			Line Description: Purchase & Installation three		
0243780	07/21/23	P	SiteOne Landscape Supply LLC	0000024133	2,917.63
			Line Description: Wire Locater Electrical Valves Ballfield Supplies		
0243781	07/21/23	P	Southern California Edison Company	0000004088	6,835.03
			Line Description: 2612 Harbor 6/19-7/16/23 199 Broadway 6/14-7/16/23 401 Broadway 6/14-7/16/23 3191 Redhill 6/8-7/10/23 1350 S Coast 6/7-7/9/23 3190 Redhill 6/8-7/10/23 1587 Sunflower 6/7-7/9/23 152 Baker 6/8-7/10/23 2944 Bristol 6/14-7/16/23 301 University 6/12-7/12/23 1560 Adams 6/12-7/12/23 1256 Adams 6/9-7/11/23 360 Ogle 6/9-7/11/23 401 Merrimac 6/9-7/11/23 410 Merrimac 6/9-7/11/23 350 Bristol 6/8-7/10/23 1071 Arlington 6/8-7/10/23 980 Arlington 6/8-7/10/23 1050 Arlington 6/8-7/10/23 980 Arlington 6/8-7/10/23 3175 Airway 6/8-7/10/23 1050 Arlington 6/8-7/10/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243783	07/21/23	P	Southern California Gas Company	0000004092	468.03
			Line Description: 3175 Airway 6/9-7/11/23		
0243784	07/21/23	P	Sparkletts	0000015725	2,426.68
			Line Description: Water Delivery Svs-Corp Yard		
			Water Delivery Svs-City Clerk		
			Water Delivery Svs-Senior Ctr		
			Water Delivery Svs-Aquatic Ctr		
			Water Delivery Svs-City Council		
			WATER DELIVERY SERVICES		
			WATER DELIVERY SERVICES - HR		
			WATER DELIVERY SERVICES - CMO		
			WATER DELIVERY SERVICES - DEV		
			WATER DELIVERY SERVICES - CITY		
			WATER DELIVERY SERVICES - FINA		
			WATER DELIVERY SERVICES - PARK		
			WATER DELIVERY SERVICES		
			WATER DELIVERY SERVICES - HR		
			WATER DELIVERY SERVICES - CMO		
			WATER DELIVERY SERVICES - DEV		
			WATER DELIVERY SERVICES - CITY		
			WATER DELIVERY SERVICES - FINA		
			WATER DELIVERY SERVICES - PARK		
			Water Delivery Svs-CM		
			Water Delivery Svs-HR		
			Water Delivery Svs-BCC		
			WATER DELIVERY SERVICES		
			Water Delivery Svs-Dev Svs		
			Water Delivery Svs-Finance		
			Water Delivery Svs-Pub Svs		
0243785	07/21/23	P	Stephen Coss	0000025656	1,787.38
			Line Description: Instructor AMART Camp		
0243786	07/21/23	P	Swank Motion Pictures Inc	0000019680	2,100.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> License-Movies in Park 2023- Movies in Park-2 Movies		
0243787	07/21/23	P	T Tactical Solutions Inc	0000026642	1,185.25
			<i>Line Description:</i> Gloves for Property		
0243788	07/21/23	P	Talimar Systems Inc	0000025939	9,513.09
			<i>Line Description:</i> Installation of 10 Workstation		
0243789	07/21/23	P	The Code Group Inc	0000025073	116.40
			<i>Line Description:</i> Plans Check 5/28/-7/1/23		
0243790	07/21/23	P	The Sayler Group Corp	0000030033	13,536.00
			<i>Line Description:</i> Trash&Debris Removal Caltrans Trash&Debris Caltrans Propertie Trash&Debris Caltrans Properti		
0243791	07/21/23	P	Time Warner Cable	0000011202	1,328.07
			<i>Line Description:</i> Cable Services for City Hall Cable Services for City Hall 3175 Airway Ave B Internet Bri 3175 Airway Ave B Ethernet Ethernet Fiber4 Svs-City Hall Cable Services Bridge Shelter		
0243792	07/21/23	P	Timothy R McFadden	0000022857	2,420.88
			<i>Line Description:</i> Instructor AMART Camp		
0243793	07/21/23	P	Townsend Public Affairs Inc	0000021510	6,500.00
			<i>Line Description:</i> Legislative Advocacy July23		

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>
0243794	07/21/23	P	Triton Technology Solutions Inc	0000021687	5,765.50
			<i>Line Description:</i> Audio / Video Technology Repai CC Chamber Elek Nameplates		
0243795	07/21/23	P	Turnout Maintenance Company LLC	0000020182	34.48
			<i>Line Description:</i> Cleaned Fire Apparel		
0243796	07/21/23	P	US Bank	0000002228	3,384.46
			<i>Line Description:</i> Payroll 23-13		
0243797	07/21/23	P	USI Inc	0000005890	930.21
			<i>Line Description:</i> LAMINATING MATERIALS		
0243798	07/21/23	P	Verizon Wireless	0000008717	4,448.11
			<i>Line Description:</i> Cell Phone Srvs 5/16-6/15/23		
0243799	07/21/23	P	Versatile Information Products Inc	0000013255	4,152.00
			<i>Line Description:</i> ANNUAL SOFTWARE SUPPORT		
0243800	07/21/23	P	Vulcan Materials Company	0000007403	286.68
			<i>Line Description:</i> Asphalt Potholes Sidewalk Ramp Asphalt Potholes Sidewalk Ramp		
0243801	07/21/23	P	Xavier Castellano	0000023841	181.00
			<i>Line Description:</i> Instructor AMART Camp		
0243802	07/21/23	P	Youth Employment Service of the Harbor	0000000324	3,703.48
			<i>Line Description:</i> 2022-2023 SUBRECIPIENT AGREEME		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 17

Run Date Jul 20, 2023

Run Time 3:04:11 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0243803	07/21/23	P	Zoll Data Systems	0000018425	8,758.92
			<i>Line Description:</i> FIRE RMS CUSTOM INTERFACE		
			FIRE RMS ENTERPRISE LICENSES		
					TOTAL \$1,354,268.78

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jul 20, 2023

Run Time 3:06:30 PM

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0243804	07/21/23	P	CHC: Creating Healthier Communities	0000008015	10.00
		Line Description: Payroll Deduction 23-15			
0243805	07/21/23	P	CalPERS Long-Term Care Program	0000006287	184.27
		Line Description: Payroll Deduction 23-15			
0243806	07/21/23	P	California State Disbursement Unit	0000017443	1,328.30
		Line Description: Payroll Deduction 23-15			
0243807	07/21/23	P	Pamela Lilly	0000025324	750.00
		Line Description: Payroll Deduction 23-15			
TOTAL					\$2,272.57

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jul 20,2023

Run Time 3:04:25 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>
0243782	07/21/23	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<u>TOTAL</u>					<u>0.00</u>



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1309

Meeting Date: 8/1/2023

TITLE:

DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council:

Designate City Manager Lori Ann Farrell Harrison as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2023 League of California Cities Annual Conference.

BACKGROUND:

The League of California Cities 2023 Annual Conference & Expo is scheduled on September 20-22, 2023 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting on Friday, September 22, 2023. In order to vote at this meeting, the City Council must designate a voting delegate and up to two alternate voting delegates.

ANALYSIS:

The designation of a voting delegate will allow the City to participate in the Annual Business Meeting. It is at this meeting that the League membership considers and takes action on resolutions that establish League policy throughout the coming year. Information on what resolutions will be reviewed is not available at this time.

Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. A voting delegate can either be an elected or appointed official. The City Clerk or Mayor must sign the attached form affirming that the names provided are those that were selected by the City Council (Attachment 1). The voting delegate and alternates must be registered to attend the conference. The voting delegates must be present at the Business Meeting and in possession of the voting card in order to cast a vote. Transferring a voting card to a non-designated individual is not allowed. Currently, City Manager Lori Ann Farrell Harrison and Deputy City Manager Alma Reyes are registered to attend the conference. At this time no Council Members are registered to attend the conference.

ALTERNATIVES:

City Council may choose to not appoint a delegate and alternate; therefore, will be unable to vote at the Annual Business Meeting.

FISCAL REVIEW:

There is no fiscal impact associated with the request to designate the City Manager as the City's voting delegate and Deputy City Manager as alternate.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

Designate City Manager Lori Ann Farrell Harrison as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2023 League of California Cities Annual Conference.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1302

Meeting Date: 8/1/2023

TITLE:

VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AT 1940 WALLACE AVENUE

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:

1. Adopt Resolution 2023-xx to vacate a portion of a City public utility easement at 1940 Wallace Avenue.
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. Even if considered a project, it would be categorically exempt under Class 1, section 15301 (Existing Facilities), Class 3, section 15307 (New Construction or Conversion of Small Structures) and/or Class 32, section 15332 (Infill Development).

BACKGROUND:

At the request of the property owner at 1940 Wallace Avenue, Public Works staff has reviewed the vacating of a portion of a City public utility easement.

The aforementioned easement was dedicated as twenty (20) foot wide for public utility purposes, as reserved in the document recorded on December 11, 1984, as Instrument No. 84-513164, of Official Records.

The applicant is requesting the vacating of fourteen (14) feet of the existing twenty (20) foot wide City public utility easement, located at the rear of the subject property near Sterling Avenue, in order to construct a new detached accessory dwelling unit (ADU). Six (6) feet of this existing easement will remain for public utility purposes (Attachment 3).

On June 12, 2023, a report was presented to the Planning Commission outlining the proposed vacation as required by Government Code Section 65402. Subsequently, the Planning Commission adopted Resolution No. PC-2023-18, (Attachment 4) which found that the proposed vacation of a portion of this City public utility easement is consistent with the City's General Plan.

ANALYSIS:

The City's Engineering Division reviewed and determined that the proposed 14-foot wide public utility easement requested for vacation is not necessary for utility purposes. The remaining 6-feet of this easement will adequately serve the needs for public utility purposes, particularly for Southern California Edison (SCE).

The purpose and extent of the subject easement vacation is consistent with the City's General Plan. The vacated easement is not needed for present or prospective public purposes, and the purpose and extent of the approximate 889 square-foot vacated easement will be used to construct a new accessory dwelling unit (ADU).

After the proposed vacation is approved and recorded, the subject vacated property will revert to the adjacent property at 1940 Wallace Avenue (the underlying fee owner).

In order for the vacated area to be properly transferred, staff is requesting the approval and execution of the quitclaim deed (Attachment 2).

The aforementioned actions conform to Section 892 of the California Streets and Highways Code since the City has determined that the proposed vacation of this easement is not useful as a non-motorized transportation facility. In addition, public utility companies, including Southern California Edison, have all determined that this proposed easement vacation is acceptable.

ALTERNATIVES:

The City may choose not to vacate a portion of the public utility easement, but staff does not recommend this action because this will cause the City to continue to be responsible for its maintenance and safety, whereas it can be used for dwelling purposes to further facilitate housing opportunities in the City.

FISCAL REVIEW:

There is no fiscal impact to the FY 2023-24 Public Works operating budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and the Resolution and approves them 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:

Staff recommends the City Council:

1. Adopt Resolution 2023-xx for the vacation of a portion of a City public utility easement at 1940 Wallace Avenue (Attachment 1).
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk (Attachment 2).

RESOLUTION NO. 23-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED AT 1940 WALLACE AVENUE

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City of Costa Mesa desires to summarily vacate its interest in the public utility easement located at 1940 Wallace Avenue, as more particularly described and depicted in Exhibits "A" and "B," attached hereto and incorporated herein by reference ("Vacation Area"); and

WHEREAS, the easement to be vacated was dedicated for public utility purposes in the document recorded on December 11, 1984 as Instrument No. 84-513164`, in the Official Records of the Orange County Recorder's Office; and

WHEREAS, California Streets and Highways Code Section 8333 authorizes summary vacation of a public service easement when the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the vacation or the easement is determined to be excess by the easement holder; and

WHEREAS, the proposed vacation is based on a review of past utilization, future improvements, and the current and future needs of the City. The Vacation Area has not been used for the purpose for which it was dedicated within five consecutive years immediately preceding the proposed vacation, is not useful as a public utility easement facility, is unnecessary for present or future public use, and vacation thereof serves the public interest and is a public benefit.

WHEREAS, pursuant to the requirements of Streets and Highways Code section 892 the Vacation Area is determined to not be useful as a nonmotorized transportation facility; and

WHEREAS, six feet of the existing easement area will remain following the vacation and will adequately serve the need for future public utility purposes; and

WHEREAS, pursuant to Government Code 65402, a report on the proposed vacation was submitted to the Planning Commission on June 12, 2023. The Planning Commission has adopted Resolution NO PC-2023-18 finding that the proposed vacation is consistent with the City's General Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa that:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. A public hearing is not required and the use of a summary proceeding is allowed for the vacation of this portion of a public utility easement pursuant to Streets and Highway Code Section 8333(a) and (c).
3. The City Council hereby orders the summary vacation of the portion of the public utility easement described and depicted in Exhibits "A" and "B."
4. This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301, 15303 and 15332 of the CEQA Guidelines because it consists of actions that may result in minor changes to existing facilities, or new construction of small structures on an existing residential lot and/or exempt infill development.
5. Pursuant to Streets and Highways Code section 8336, the City clerk shall cause a certified copy of this Resolution, attested by the City clerk under seal, to be recorded in the Office of the Recorder of the County of Orange.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk
(seal)

Recording Requested by CITY OF COSTA MESA
 When Recorded Mail to:
CITY OF COSTA MESA
Attention - City Clerk
P.O. BOX 1200
COSTA MESA, CALIFORNIA 92628-1200

Mail Tax Statements to:
Owner (s) of Record

APN: 422-262-14

Deed No.: 4014

TCA: 15-039

Location: 1940 Wallace Avenue

Exempt Recording Requested per
 Government Code 27383

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Costa Mesa, a Municipal Corporation

do/does hereby remise, release and forever quitclaim to **Troy R. Barnett and Michelle N. Barnett, Co-Trustees of The Barnett Family Trust**, the following described real property subject to reversion rights as recognized by State and local law, in the City of Costa Mesa, County of Orange, State of California:

SEE RESOLUTION NO. 23-XX, ADOPTED _____
 AS INSTRUMENT NO. _____ OF OFFICIAL
 RECORDS IN THE OFFICE OF THE COUNTY RECORDER, ORANGE
 COUNTY, CALIFORNIA, ATTACHED HERETO AND BY THIS
 REFERENCE MADE A PART HEREOF.

THIS DEED IS BEING RECORDED TO PERFECT THE TITLE OF
 THE SUBJECT PROPERTIES.

 Brenda Green; City Clerk of the
 City of Costa Mesa

 John Stephens; Mayor of the City of
 City of Costa Mesa

EXHIBIT "A"
LEGAL DESCRIPTION

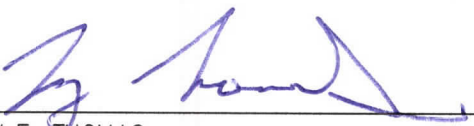
THAT PORTION OF LOT 12 IN BLOCK "F" OF TRACT NO. 612, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGES 1 AND 2 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 14.00 FEET OF THE EASTERLY 20.00 FEET OF SAID LOT 12.

CONTAINING 889.3 SQUARE FEET MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED UNDER BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT



TY E. THOMAS
P.L.S. 9309

5-22-2023

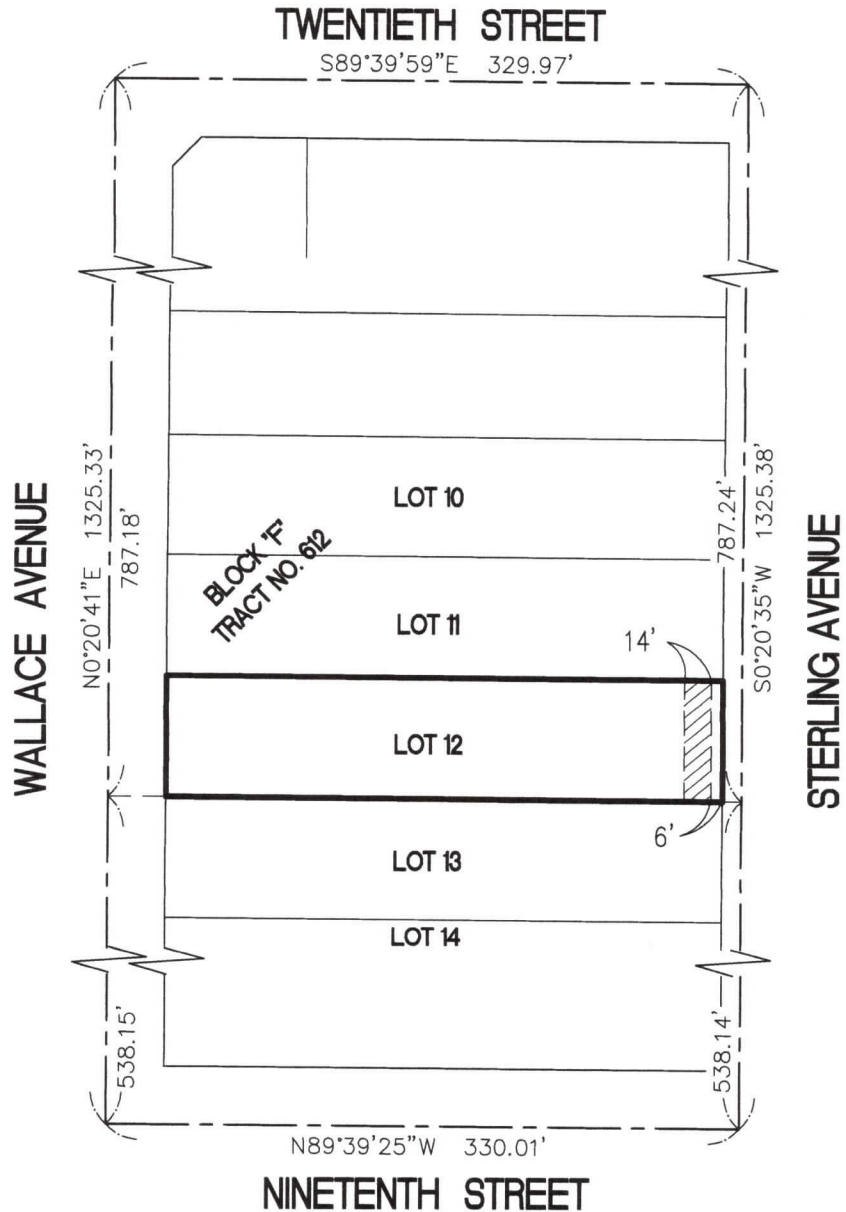
DATE



HAMILTON STREET					
PLACENTIA AVENUE	PALACE AVENUE	WALLACE AVENUE	20TH STREET	STERLING AVENUE	POMONA AVENUE
			SITE		
19TH STREET					

NTS
VICINITY MAP

EXHIBIT "B"



LEGEND

VACATION AREA

TY E. THOMAS
P.L.S. 9309

DATE

5-22-2023

NORTH
GRAPHIC SCALE



PREPARED BY:

**T&M
SURVEYING**

331 E. TRENTON AVE.
ORANGE, CA.
714-906-8771
WWW.TNMSURVEYING.COM



JN:

-1616

CHECKED
TET
SHEET

1 OF 1

RESOLUTION NO. PC-2023-18**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDING THAT THE PROPOSED VACATION OF EXCESS UTILITY EASEMENT AREA LOCATED AT 1940 WALLACE AVENUE IS IN CONFORMANCE WITH THE CITY OF COSTA MESA GENERAL PLAN**

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

WHEREAS, at the request of the property owner, TN Apartments, LLC, the City of Costa Mesa Public Services and Public Works Departments have reviewed a request to vacate an excess portion of utility easement located near Sterling Avenue on the private property located at 1940 Wallace Avenue;

WHEREAS, the Government Code of the State of California, Section 65402, provides in part that a local agency shall not acquire real property nor abandon or dispose of any real property, nor construct a public building or structure in any county or city, until the location, purpose, and extent of such activity has been reported upon as to conformity with the adopted General Plan applicable thereto;

WHEREAS, the Costa Mesa City Council adopted the City of Costa Mesa 2015-2035 General Plan (General Plan) on June 21, 2016;

WHEREAS, the subject property, 1940 Wallace Avenue (APN 422-262-14), is located on the eastern side of Wallace Avenue, between West 19th Street and West 20th Street and contains a two-story, ten-unit multifamily building and a detached, one-story accessory dwelling unit at the rear of the property. The property is zoned R2-HD (Multiple-Family Residential District, High Density) and has a General Plan Land Use Designation of High Density Residential;

WHEREAS, the proposed vacation of approximately 889 square feet of utility easement area is consistent with certain applicable General Plan Housing Element goals and policies including but not limited to Housing Element Goal No. 1 to “preserve and enhance the City’s existing housing supply”, Housing Element Goal No. 2 to “facilitate the creation and availability of housing for residents at all income levels and for those with

special housing needs”, and Housing Program 3E to “promote the development of accessory dwelling units (ADUs)”;

WHEREAS, the subject utility easement is shown in Attachment 2 to the Planning Commission Agenda Report dated June 12, 2023;

WHEREAS, the Costa Mesa Planning Commission reviewed the proposed vacation of utility easement on June 12, 2023, at a public hearing; and

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City’s environmental procedures, and has been found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule), in that it can be seen with certainty that there is no possibility that the proposed determination for General Plan Conformance for the vacationing of an easement will have a significant effect on the environment;

NOW, THEREFORE, BE IT RESOLVED that, the Planning Commission does hereby adopt this Resolution pursuant to Government Code Section 65402 that finds that the proposed vacation of utility easement area at 1940 Wallace Avenue is in conformance with the City of Costa Mesa General Plan in regard to purpose, location and extent.

PASSED AND ADOPTED this 12th day of June, 2023.

 *vice chair*

Adam Ereth, Chair
Costa Mesa Planning Commission

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

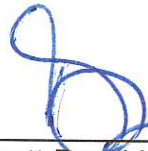
I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2023-18 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on June 12, 2023 by the following votes:

AYES: Toler, Andrade, Rojas, Vivar, Zich

NOES: None

ABSENT: Ereth, Taber

ABSTAIN: None



Scott Drapkin, Secretary
Costa Mesa Planning Commission



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1303

Meeting Date: 8/1/2023

TITLE:

VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AT 2156 MYRAN DRIVE

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:

1. Adopt Resolution 2023-xx for the vacation of a portion of a City public utility easement at 2156 Myran Drive.
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. Even if considered a project, it would be categorically exempt under Class 1, section 15301 (Existing Facilities), and/or Class 32, section 15332 (Infill Development).

BACKGROUND:

At the request of the property owner at 2156 Myran Drive, Public Works staff has reviewed the vacating of a portion of a City public utility easement.

The aforementioned easement was dedicated for public utility purposes as reserved in the document recorded on July 24, 2007, as Instrument No. 2007000462344, of Official Records.

The applicant is requesting the vacation of the area shown as Parcel 1 in Attachment 3, which is the existing City public utility easement, located at the southerly end of the subject property near Victoria Street and adjacent to Myran Drive, in order to construct one of two new detached single-family homes on this lot. The remaining 6-feet of this existing easement will remain for public utility purposes (Attachment 3).

On June 12, 2023, a report was presented to the Planning Commission outlining the proposed vacation as required by Government Code Section 65402. Subsequently, the Planning Commission adopted Resolution No. PC-2023-19, (Attachment 4) which found that the proposed vacation of a portion of this City public utility easement is consistent with the City's General Plan.

ANALYSIS:

The City's Engineering Division reviewed and determined that the proposed public utility easement requested for vacation is not necessary for utility purposes. The remaining 6-feet of this easement will adequately serve the needs for public utility purposes, particularly for Southern California Edison (SCE).

The purpose and extent of the subject easement vacation is consistent with the City's General Plan. The vacated easement is not needed for present or prospective public purposes, and the purpose and extent of the approximate 1,837 square-foot vacated easement will be used to construct one of two new detached single-family homes.

After the proposed vacation is approved and recorded, the subject vacated property will revert to the adjacent property at 2156 Myran Drive (the underlying fee owner).

In order for the vacated area to be properly transferred, staff is requesting the approval and execution of the quitclaim deed (Attachment 2).

The aforementioned actions conform to Section 892 of the California Streets and Highways Code since the City has determined that the proposed vacation of this easement is not useful as a non-motorized transportation facility. In addition, public utility companies, including Southern California Edison, have all determined that this proposed easement vacation is acceptable.

ALTERNATIVES:

The City may choose not to vacate a portion of the public utility easement, but staff does not recommend this action as this will cause the City to continue to be responsible for its maintenance and safety, whereas it can be used for dwelling purposes to further facilitate housing opportunities in the City.

FISCAL REVIEW:

There is no fiscal impact to the FY 2023-24 Public Works operating budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and the Resolution and approves them 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:

Staff recommends the City Council:

1. Adopt Resolution 2023-xx for the vacation of a portion of a City public utility easement at 2156 Myran Drive (Attachment 1).
2. Authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk (Attachment 2).

RESOLUTION NO. 23-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED AT 2156 MYRAN DRIVE

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City of Costa Mesa desires to summarily vacate its interest in the public utility easement located at 2156 Myran Drive, as more particularly described and depicted in Exhibits "A" and "B," attached hereto and incorporated herein by reference ("Vacation Area"); and

WHEREAS, the easement to be vacated was dedicated for public utility purposes in the document recorded on July 24, 2007 as Instrument No. 2007000462344, in the Official Records of the Orange County Recorder's Office; and

WHEREAS, California Streets and Highways Code Section 8333 authorizes summary vacation of a public service easement when the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the vacation or the easement is determined to be excess by the easement holder; and

WHEREAS, the proposed vacation is based on a review of past utilization, future improvements, and the current and future needs of the City. The Vacation Area has not been used for the purpose for which it was dedicated within five consecutive years immediately preceding the proposed vacation, is not useful as a public utility easement facility, is unnecessary for present or future public use, and the vacation serves the public interest and is a public benefit.

WHEREAS, pursuant to the requirements of Streets and Highways Code section 892 the Vacation Area is determined to not be useful as a nonmotorized transportation facility; and

WHEREAS, six feet of the existing easement area will remain following the vacation and will adequately serve the need for future public utility purposes; and

WHEREAS, pursuant to Government Code 65402, a report on the proposed vacation was submitted to the Planning Commission on June 12, 2023. The Planning Commission has adopted Resolution NO PC-2023-19 finding that the proposed vacation is consistent with the City's General Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa that:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. A public hearing is not required and the use of a summary proceeding is allowed for the vacation of this portion of a public utility easement pursuant to Streets and Highway Code Section 8333(a) and (c).
3. The City Council hereby orders the summary vacation of the portion of the public utility easement described and depicted in Exhibits "A" and "B."
4. This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 and 15332 of the CEQA Guidelines because it consists of basic activities that
5. Pursuant to Streets and Highways Code section 8336, the City clerk shall cause a certified copy of this Resolution, attested by the City clerk under seal, to be recorded in the Office of the Recorder of the County of Orange.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk
(seal)

Recording Requested by CITY OF COSTA MESA
 When Recorded Mail to:
CITY OF COSTA MESA
Attention - City Clerk
P.O. BOX 1200
COSTA MESA, CALIFORNIA 92628-1200

Mail Tax Statements to:
Owner (s) of Record

APN: 422-203-10

Deed No.: 4015

TCA: 15-006

Location: 2156 Myran Drive

Exempt Recording Requested per
 Government Code 27383

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Costa Mesa, a Municipal Corporation

do/does hereby remise, release and forever quitclaim to **Dan Vy Ngoc Nguyen Revocable Living Trust**, the following described real property subject to reversion rights as recognized by State and local law, in the City of Costa Mesa, County of Orange, State of California:

SEE RESOLUTION NO. 23-XX, ADOPTED _____
 AS INSTRUMENT NO. _____ OF OFFICIAL
 RECORDS IN THE OFFICE OF THE COUNTY RECORDER, ORANGE
 COUNTY, CALIFORNIA, ATTACHED HERETO AND BY THIS
 REFERENCE MADE A PART HEREOF.

THIS DEED IS BEING RECORDED TO PERFECT THE TITLE OF
 THE SUBJECT PROPERTIES.

 Brenda Green; City Clerk of the
 City of Costa Mesa

 John Stephens; Mayor of the City of
 City of Costa Mesa

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

The westerly one acre of the south half of Lot 28 of Fairview Farms in the City of Costa Mesa, County of Orange, State of California, as shown on a map recorded in Book 8, Page 71, of Miscellaneous Maps, records of said Orange County, excepting therefrom the northerly 240.00 feet, the southerly 46.98 feet, the easterly 6.00 feet and the westerly 25.00 feet thereof.

The above described parcel contains 1837 more or less square feet.

Prepared under the supervision of:

Bruce Hall Land Surveyor

5732 Middlecoff Drive

Huntington Beach, Ca. 92649



Bruce Hall

LS 4743

5/20/23



SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY EXHIBIT "A"
LEGAL DESCRIPTION

N/D SCALE

MYEAR DRIVE

2156 MYRAN

SOUTH LINE OF THE N'LY 240'
OF 5 1/2 OF LOT 28, FAIRVIEW
FARMS, MM 8/71

APN
422-203-10

N 89° 39' 44" W 131.93'

12' SCE
ESMT

MACY NO. 2092
MM 60/49

PARCEL 1

N 89° 39' 44" W 131.93'

N 89° 39' 44" N 131.93'

EAST LINE OF THE W'LY ONE
ACRE OF THE SOUTH $\frac{1}{2}$ OF
LOT 28, FAIRVIEW FARMS,
MM 8/71. ALSO BEING THE
S'LY PROLONGATION OF THE
W'LY LINE OF TRACT NO. 2092.

WEST LINE OF LOT 2B
FAIRVIEW FARMS, MM 8/71.

N 89° 39' 44" W 131.93'

N 89° 39' 44" W 264.11'

£ VICTORIA STREET

CHARLIE DRIVE

N 0° 22' 20" E 90.18'

25.00'

18.20'

25.00'

25.00

46.98'

25.00.

- AREA OF EASEMENT
VACATION.



S4EE7 2 OF 2

RESOLUTION NO. PC-2023-19**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDING THAT THE PROPOSED VACATION OF EXCESS UTILITY EASEMENT AREA LOCATED AT 2156 MYRAN DRIVE IS IN CONFORMANCE WITH THE CITY OF COSTA MESA GENERAL PLAN**

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

WHEREAS, at the request of the property owner, the Dan Vy Ngoc Nguyen Revocable Living Trust, the City of Costa Mesa Public Services and Public Works Departments have reviewed a request to vacate an excess portion of utility easement located near Victoria Street on private property located at 2156 Myran Drive;

WHEREAS, the Government Code of the State of California, Section 65402, provides in part that a local agency shall not acquire real property nor abandon or dispose of any real property, nor construct a public building or structure in any county or city, until the location, purpose, and extent of such activity has been reported upon as to conformity with the adopted General Plan applicable thereto;

WHEREAS, the Costa Mesa City Council adopted the City of Costa Mesa 2015-2035 General Plan (General Plan) on June 21, 2016;

WHEREAS, the subject property, 2156 Myran Drive (APN 422-203-10), is located at the northeast intersection corner of Myran Drive and Victoria Street. The property is zoned R2-MD (Multiple-Family Residential District, Medium Density) and has a General Plan Land Use Designation of Medium Density Residential;

WHEREAS, the proposed vacation of approximately 1,837 square feet of utility easement area is consistent with certain applicable General Plan Housing Element goals and policies including but not limited to Housing Element Goal No. 1 to “preserve and enhance the City’s existing housing supply”, and Housing Element Goal No. 2 to “facilitate the creation and availability of housing for residents at all income levels and for those with special housing needs”;

WHEREAS, the subject utility easement is shown in Attachment 2 to the Planning Commission Agenda Report dated June 12, 2023;

WHEREAS, the Costa Mesa Planning Commission reviewed the proposed vacation of utility on June 12, 2023, at a public hearing;

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule), in that it can be seen with certainty that there is no possibility that the proposed easement vacation will have a significant effect on the environment;

NOW, THEREFORE, BE IT RESOLVED that, the Planning Commission does hereby adopt this resolution pursuant to Government Code Section 65402 related to the vacation of excess utility easement at 2156 Myran Drive is in conformance with the City of Costa Mesa General Plan is regard to purpose, location and extent.

PASSED AND ADOPTED this 12th day of June, 2023.



Adam Ereth, Chair
Costa Mesa Planning Commission

vice chair

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

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2023-19 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on June 12, 2023 by the following votes:

AYES: Toler, Andrade, Rojas, Vivar, Zich

NOES: None

ABSENT: Ereth, Taber

ABSTAIN: None



Scott Drapkin, Secretary
Costa Mesa Planning Commission



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1308

Meeting Date: 8/1/2023

TITLE:

FIFA WORLD CUP 2026 - POTENTIAL USE OF JACK HAMMETT SPORTS COMPLEX

DEPARTMENT: PUBLIC WORKS DEPARTMENT

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, (714) 754-5343

RECOMMENDATION:

Staff requests City Council direction on:

1. Use of Jack Hammett Sports Complex as a Team Base Camp for a national soccer team during the 2026 FIFA World Cup tournament.
2. Authorize the City Manager to negotiate and execute necessary agreements in accordance with City Council direction.

BACKGROUND:

The City of Costa Mesa was contacted by the Orange County Sports Commission (OCSC) soliciting interest in accommodating a national team that will be participating in the 2026 FIFA World Cup Soccer tournament that will be held in the United States, Canada and Mexico. According to OCSC, "A Team Base Camp (TBC) means the headquarters of a Team during the competition period of the FIFA World Cup, which combines a dedicated training site with suitable accommodation facilities/hotel."

For the City of Costa Mesa, OCSC is looking for a partnership between the City, Travel Costa Mesa, and Orange Coast College (OCC). Jack Hammett Sports Complex is proposed for the lighted field facility (2 pitches side-by-side), while OCC would provide support facilities such as dressing rooms, a media center and an exercise room. Travel Costa Mesa will provide the necessary connection to area hotels and other amenities.

ANALYSIS:

The following are requirements for the "field of play" for the Jack Hammett Sports Complex:

- Lighted grass-playing surface, high quality, meeting professional sports standards
- No markings from other sports
- Panel advertising system

- No use for at least 28 days prior to first use as a TBC
- Spectator stands for 500 persons

In addition, OCSC provided a training site template to determine potential rental fees for the use of the facility. This included other items such as training site management, facility management, and safety and security fees. These include providing a visitor experience to spectators; electrical, mechanical, and IT services; waste hauling; pitch maintenance and security. According to OCSC, the City would be responsible for hosting the team as well as managing the spectator experience.

The City submitted the attached preliminary and non-binding “Rental Fee” draft estimate based on our initial understanding of OCSC’s request. This estimate is only for Jack Hammett’s portion and OCC is providing their own rental fee estimate.

If the City Council authorizes the City’s participation in the TBC and is accepted by FIFA, the City anticipates implementing major renovation of Fields 1 and 2 in the summer 2025 presumably funded by the rental fee approved by the FIFA World Cup association. This would include grading, leveling and installation of new sod to meet professional sports requirements. The fields would then be refurbished prior to use for a TBC. The existing youth sports group would most likely not have access to the fields starting in April 2026 to allow for site preparation prior to use as a TBC in June 2026.

In order to provide a “fan experience” to potential spectators, the City would need to contract with outside vendors. The preliminary draft costs for this, as well as for maintenance and security are included in the estimated rental fee.

Staff requests City Council direction for continuing negotiations with OCSC and FIFA for the potential use of Jack Hammett Sports Complex as a TBC, and authorize the City Manager to negotiate and execute agreements with the organizations in accordance with City Council direction. As the event is three years away, Staff anticipates it can generally accommodate this potential project, especially given the City’s experience in hosting a professional National Football League’s annual Training Camp for the past seven years, and the relocation of the Los Angeles Chargers Training Camp from Jack Hammett to their own newly built private facility.

ENVIRONMENTAL DETERMINATION:

This item is administrative in nature.

ALTERNATIVES:

The City Council may choose to not participate in the discussions regarding the potential use of Jack Hammett Sports Complex as a TBC for the upcoming 2026 FIFA World Cup. If this option is recommended, staff will cease discussions with OCSC authorities.

FISCAL REVIEW:

Based on a limited understanding of the needs and expectations of a TBC, staff developed the preliminary draft rental estimate that is attached that would provide funding to the City from FIFA for the use of the field and associated costs.

According to OCSC, FIFA will be responsible for all the costs. There would be a need for a use and funding agreement, through which staff hopes that all City costs including direct and staff expenditures are reimbursed.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form. The City Attorney's office will be reviewing and approving any future agreements related to this item.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff requests City Council direction on:

1. Use of Jack Hammett Sports Complex as a Team Base Camp for a national soccer team during the 2026 FIFA World Cup tournament.
2. Authorize the City Manager to negotiate and execute necessary agreements in accordance with City Council direction.

FIFA World Cup 2026™ Venue Selection Process: Training site template - Rental fee



	Event Duration		
1. Basic Training Site rental fee	3,900,000.00	Subtotal in USD	provision of entire facility and attached infrastructure and technical installations <i>(please provide a breakdown if applicable)</i>
2. Basic Services (2.1 & 2.2 & 2.3)	1,030,000.00	Subtotal in USD	
2.1. Training Site Management		USD	
Operator core team	240,000.00	USD	Training Site operator staff fully dedicated*
2.2. Facility Management		USD	
Electrical Service	80,000.00	USD	dedicated* Training Site`s and/or contracted electrician and team
Mechanical Service	80,000.00	USD	dedicated* Training Site`s and/or contracted plumber and team
IT - Service	80,000.00	USD	dedicated* Training Site`s and/or contracted IT-engineer and team
Cleaning & Waste Service	50,000.00	USD	dedicated* Training Site`s and/or contracted cleaning & waste contractor
Pitch Maintenance Service	100,000.00	USD	dedicated* Training Site`s head greenkeeper and team
2.3. Safety and Security Service		USD	Antcipate maximum 500 people
Stewarding	400,000.00	USD	

3. Training Site rental fee for surrounding areas (if applicable)		Subtotal in USD	Provision of spaces and areas outside of the Training Site (including outer perimeter fence, parking etc.), including power and water supply - or locker space
Total Training Site rental fee	4,930,000.00	Total in USD	Must not be greater than Training Site's initial rental fee proposal
(1.Subtotal + 2.Subtotal + 3.Subtotal)			

Guidance

Please complete this template in respect of each proposed Training Site.

Please note the following

Terminology:

* "dedicated" means full-day availability on-site minimum early morning until 4 hours after Training.

** "working hours" means 12 - 16 hours on Non-Match Day

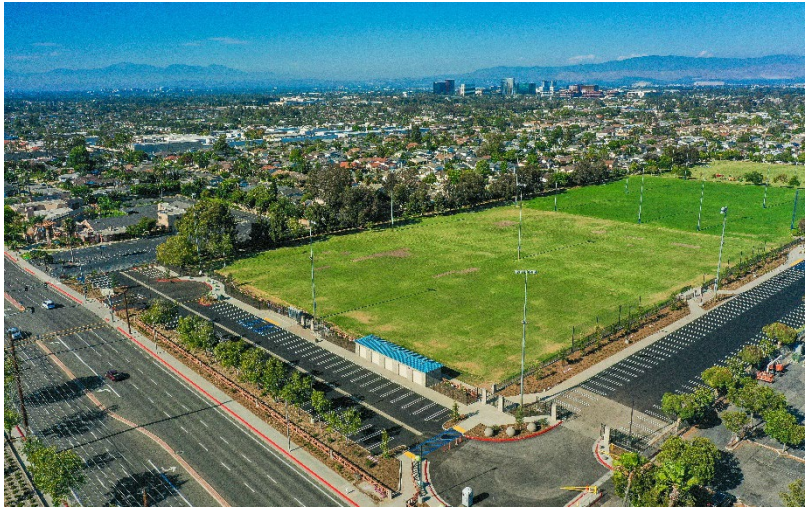
Costs:

- Lines 4, 6 & 18 will provide training site total
- Lines 8-16 are important to understand total given on line 9
- If no value shows in lines 19/20 please check cost formatting, ex. \$3,000.00 (US) = \$3.000,00 (European)

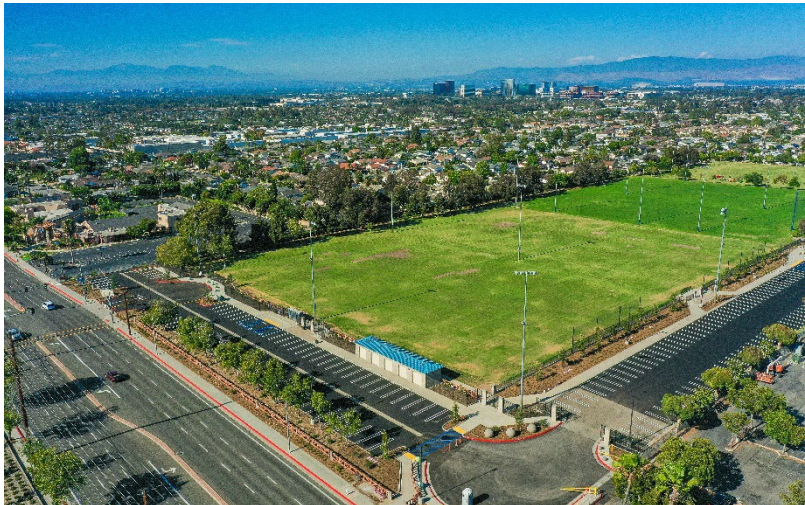
Photo Report

Costa Mesa – Jack Hammett Sports Complex

ATTACHMENT 2



Existing security perimeter fence around Training Site



Entrance for Team (Players and Coaches)



Parking for Team fleet (2 x buses, equipment truck and up to 10 cars)



Parking for Team fleet (2 x buses, equipment truck and up to 10 cars)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1310

Meeting Date: 8/1/2023

TITLE:

SCHOOL CROSSING GUARD SERVICES

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. Approve a Professional Services Agreement (PSA) with All City Management Services (ACMS) to provide school crossing guard services for the 2023-2024 and 2024-2025 school years for an initial two-year period, for a total not-to-exceed amount of \$328,569 annually and an option to extend for up to three (3) additional terms of one (1) year each.
2. Approve the Consumer Price Index (CPI) increase for each extension period.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future authorized amendments to the agreement.

BACKGROUND:

ACMS has provided school crossing guard services for the City since 2001. ACMS currently provides nineteen (19) school crossing guards adjacent to thirteen (13) elementary schools (Attachment 2). The City entered into its current agreement with ACMS on August 1, 2019 (Attachment 3). The agreement had an initial term ending on July 31, 2022, with the option to renew for up to two (2) terms of one (1) year each. The Acting City Manager authorized the first renewal, extending the term of the agreement through July 31, 2023.

In June 2023, ACMS notified staff that they would not accept the contract renewal for the 2023-2024 school year without changes to the compensation beyond the maximum annual increase allowed per the existing contract. Therefore, in June 2023, staff solicited proposals from interested consultants for providing crossing guard services.

ANALYSIS:

On June 14, 2023, the City issued a Request for Proposals (RFP) for school crossing guard services. Two (2) proposals were received to provide the intended services. Proposals were reviewed for compliance with the City's RFP and consultants were evaluated based on the method of approach, qualifications and experience, staffing, and cost proposal. After a careful review of the proposals, staff finds ACMS to be well qualified and experienced to perform the requested school crossing guard services. The hourly rates proposed by ACMS were determined to be competitive and commensurate with the requested services.

ACMS proposed the following compensation for the initial term of the contract: not-to-exceed \$328,569 annually. If one or both of the extension options are exercised, the annual compensation for each extension period may be increased based on an increase to the Consumer Price Index (CPI).

Staff requests City Council's approval of the two-year PSA with ACMS with three (3) one-year extension options with increased compensation annually as specified in the fee schedule.

ALTERNATIVES:

One alternative is to not approve the Professional Services Agreement with ACMS. However, this will result in a loss of crossing guard services for the upcoming school year. Another alternative is to administer the crossing guard program in-house by City staff. However, the staffing required to provide this service exceeds the City's current resources.

FISCAL REVIEW:

The operating budget approved for school crossing guards in the FY 2023-24 budget adoption is \$260,035. The additional funding of \$68,534 will be through salary savings in the Public Works Department's operating budget during FY 2023-24. Anticipated increases to be budgeted in subsequent fiscal years.

The amount for summer school crossing guard services included in the annual maximum compensation is \$8,300. Newport Mesa Unified School District has not provided any funding towards school crossing guards to date.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the proposed Professional Services Agreement and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) to All City Management Services (ACMS) to provide school crossing guard services for the 2023-2024 and 2024-2025 school years for an initial two-year period, for a total not-to-exceed amount of \$328,569 annually and an option to extend for up to three (3) additional terms of one (1) year each (Attachment 1).
2. Approve the Consumer Price Index (CPI) increase for each extension period.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future authorized amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALL CITY MANAGEMENT SERVICES, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL CITY MANAGEMENT SERVICES, INC a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide school crossing guard services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Contractor shall provide the professional services, inclusive of summer school, described in City's Request for Proposals, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

- (a) Meet with 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. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. 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 consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. 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.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the Cost Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Contractor's total compensation shall not exceed \$ 328,569.00 annually. Contractor agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at

least 30 days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined using the June index for the current year and the June index for the preceding year. Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.

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

2.3. Method of Billing. 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. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three additional one year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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 professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

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

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, Two Million Dollars (\$2,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. 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 the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The 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) The 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. Nothing in this Section shall be construed as limiting in any way, the indemnification provision 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 or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

All City management Services, Inc
10440 Pioneer Blvd., Ste 5
Santa Fe Springs, CA 90670
Tel: (800) 540-9290 ext 102
Attn: Demetra Farwell

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Attn: Jennifer Rosales

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. 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.

Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims.

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

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subconsultants, 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 subconsultants 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 subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.18. 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.

6.19. 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.

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

6.21. 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.

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

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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.

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

CONSULTANT

Signature Date: _____

[Name and Title]

CITY OF COSTA MESA

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:

Jennifer Rosales
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 PROPOSALS
FOR
SCHOOL CROSSING GUARD SERVICES
RFP NO. 23-24



PUBLIC WORKS DEPARTMENT
CITY OF COSTA MESA

Released on June 14, 2023

REQUEST FOR PROPOSAL FOR SCHOOL CROSSING GUARD SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified organizations to provide school crossing guard services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for two years with three one-year renewal periods. 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 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).** 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	June 14, 2023
Deadline for Written Questions	June 20, 2023 at 11:00 a.m.
Responses to Questions Posted	June 22, 2023
Proposals are Due	June 28, 2023 at 2:00 p.m.
Interviews (if needed)	July 25, 2023
Approval of Contract	August 2023

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

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

- a. Contractor shall submit satisfactory evidence to the City that they have provided, or are currently providing Crossing Guard services similar to the operation described herein. If Contractor has no experience in providing and managing Crossing Guard services, then sufficient evidence of experience in comparable fields and employment of qualified personnel to administer and perform Crossing Guard services described herein must be shown.
- b. Contractors shall submit a work history for the last ten years listing other public agencies for whom the Contractor has provided similar services, including a description of services provided, year completed, cost, and agency/client name along with the agency contact person name, address, fax, and telephone number. Services rendered for other agencies will be subject to verification by the City. Contractors without experience herein described, but with sufficient experience in a comparable field, should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the services specified to the City's satisfaction.
- c. Contractors shall include a listing, with qualifications, of key personnel who have had experience in supervising Crossing Guard services in a public school setting, and other employees who will be associated with the services. The Contractor shall be responsible for all background checks for the persons employed to perform this service. An organization chart and staffing plan identifying managing and supervisory personnel and a brief resume on each individual (two pages max per person). Identify the area

supervisor with a detailed resume and the individual authorized to negotiate the contract on behalf of your firm.

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 12 pages in length, not including cover letter, resumes of key people, and cost proposal. Each Proposal will adhere to the following order and content of sections. Refer to **Scope of Services, Appendix A** of this RFP. 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 proposal. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A - Scope of Services** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services 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 **Appendix A - Scope of Services**.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **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.

- **Key Personnel/Staffing:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who will be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Propose an hourly rate based on the scope of services, school crossing guard locations, and requirements in this RFP. The fee schedule should show the hourly cost of services and the maximum number of chargeable hours per day for each Crossing Guard based on the schedule provided in Exhibit 1. An annual cost shall also be provided. Please note that the actual number of days of service could vary. A typical school year contains approximately 180 school days in session from September through June. Please include an additional annual cost estimate for summer school services, assuming five (5) elementary schools for 4 weeks (approximately 20 days). The cost proposal shall be submitted in a separate cost file.

The Contractor shall honor its hourly rate, regardless of the actual service hours required. Payment shall be made for "guard hours" only, and the hourly rate shall constitute full compensation for the services provided, including, but not limited to, equipment, supervision, office overhead, etc. Proposals shall be valid for a minimum of 180 days following submission.

- **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.
- **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.**

- **Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on June 28, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 20, 2023 at 11:00 a.m.** The City reserves the right not to answer all questions.

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

- **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.
- **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 ----- 30%**
2. **Qualifications of Experience ----- 30%**
3. **Key Personnel/Staffing --- 30%**
4. **Cost Proposal ---- 10%**

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 **July 25, 2023**. 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. 5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

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

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

If prior to 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 D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

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

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a

governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional 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 B** to this RFP, which may be modified by the City.

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

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

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

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

APPENDIX A

SCOPE OF SERVICES

Contractor agrees to provide Crossing Guard Services to the City of Costa Mesa by safely conducting school children across the roadway, within a marked crosswalk.

A. Employees and Service Hours

1. Contractor shall ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City of Costa Mesa.
2. City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. The Contractor shall provide Crossing Guards' Services at the designated locations and hours on all days on which the designated schools in the City of Costa Mesa are in session.
3. Contractor shall also maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The City shall have the sole and exclusive right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of Contractor's request to change the hours of work or locations. The City further has the sole and exclusive right to add to, delete from, or revise the work schedule and/or locations at any time.

B. Employee Selection Procedure

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.
2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.
3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

C. Site Supervision

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training

programs provided by Contractor. Said training shall be substantially similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.
3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

D. Management Report

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:
 - a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).
 - b. Program related matters, including:
 - (1) Problems and recommended solutions.
 - (2) Incidents and activities involving Crossing Guards and program personnel.
 - (3) Special programs held at schools.

E. Performance

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.
2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.
3. Meetings will be held annually between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.

4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

F. Crossing Guards' Duties and Scope of Training

All Crossing Guards shall be trained to perform at least the following functions:

1. Halt vehicles when necessary by mechanical and hand signals to permit children to cross the road safely.
2. Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.
3. Report license numbers of motor vehicles whose drivers violate traffic laws or Crossing Guard instructions to the Costa Mesa Police Department.
4. Make children aware of the elements of the traffic safety and operations of pedestrian controls.
5. Conduct themselves in accordance with the conditions of the Professional Services Agreement, the laws of the State of California, California Vehicle Code, the Manual of Uniform Traffic Control Devices (MUTCD), and the Costa Mesa Municipal Code.

G. Materials and Supplies

Contractor shall provide each Crossing Guard with apparel by which they are readily visible and easily recognized as Crossing Guards, which shall be worn at all times while performing duties pursuant to the Professional Services Agreement and which shall include, but not be limited to, at least the following materials and supplies:

1. Hand-held, regulation size stop sign.
2. Brightly colored, traffic safety vest.
3. Yellow rain suit for use in inclement weather.

EXHIBIT 1

CROSSING GUARD LOCATION SUMMARY & SCHEDULE

Attachment B: Crossing Guard Location Summary and Schedule

Site #	School	Intersection	Location	Total Hours		Time Period	Monday - Friday (Excluding Wednesday)		Wednesday	
				Regular	Other		Start	End	Start	End
1	California Elementary School & TeWinkle Middle School	California/Gisler	SW	4:25	4:5	Morning 1	7:20 AM	8:50 AM	7:20 AM	8:15 AM
						Morning 2	-	-	8:45 AM	9:45 AM
						Afternoon 1	2:10 PM	2:50 PM	2:10 PM	2:50 PM
						Afternoon 2	3:20 PM	4:05 PM	3:20 PM	4:05 PM
2	Kaiser Elementary School	Rose Lane/Santa Ana	IFOS	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
3	Kaiser Elementary School	21st/Santa Ana	SW	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
4	Kaiser Elementary School	22nd/Santa Ana	SE	3	3	Morning	7:40 AM	8:35 AM	7:40 AM	8:35 AM
						Afternoon	2:35 PM	3:20 PM	1:25 PM	2:10 PM
5	Killybrooke Elementary	Killybrooke/Stonefield	NE	3	3	Morning	7:45 AM	8:50 AM	7:45 AM	8:50 AM
						Afternoon	2:50 PM	3:35 PM	1:20 PM	2:05 PM
6.1	Mariners Elementary	Irvine/Magnolia	IFOS	3	3	Morning	7:50 AM	8:50 AM	7:50 AM	8:50 AM
						Afternoon	2:55 PM	3:40 PM	1:55 PM	2:40 PM
6.2	Mariners Elementary	Irvine/Magnolia	IFOS	3	3	Morning	7:50 AM	8:50 AM	7:50 AM	8:50 AM
						Afternoon	2:55 PM	3:40 PM	1:55 PM	2:40 PM
7	Newport Heights Elementary	Palmer/Santa Ana	NW	3	3	Morning	7:15 AM	8:15 AM	7:15 AM	8:15 AM
						Afternoon	2:25 PM	3:20 PM	1:00 PM	1:50 PM
8	Paularino Elementary	Coolidge/Paularino	NE	3	3	Morning	7:20 AM	8:20 AM	7:20 AM	8:20 AM
						Afternoon	2:05 PM	2:50 PM	2:05 PM	2:50 PM
9.1	Pomona Elementary	Hamilton/Pomona	SE	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:30 PM	3:15 PM	1:00 PM	1:45 PM
9.2	Pomona Elementary	Hamilton/Pomona	SW	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:30 PM	3:15 PM	1:00 PM	1:45 PM
10	Rea Elementary	Hamilton/Meyer	SW	3	3	Morning	7:20 AM	8:40 AM	7:20 AM	8:40 AM
						Afternoon	2:55 PM	3:35 PM	1:20 PM	2:00 PM
11	Victoria Elementary	American/Victoria	NW	3	3	Morning	7:40 AM	8:40 AM	7:40 AM	8:40 AM
						Afternoon	2:25 PM	3:15 PM	1:30 PM	2:20 PM
12.1	Wilson Elementary	Placentia/Wilson	NW	3	3	Morning	7:30 AM	8:30 AM	7:30 AM	8:30 AM
						Afternoon	2:35 PM	3:20 PM	1:05 PM	1:50 PM
12.2	Wilson Elementary	Placentia/Wilson	SW	3	3	Morning	7:30 AM	8:30 AM	7:30 AM	8:30 AM
						Afternoon	2:35 PM	3:20 PM	1:05 PM	1:50 PM
13	Whittier Elementary	Placentia/West 18th	NW	3	3	Morning	7:05 AM	8:05 AM	7:05 AM	8:05 AM
						Afternoon	2:10 PM	2:55 PM	12:50 PM	1:35 PM
14	Whittier Elementary	Monrovia/West 18th	NE	3	3	Morning	7:15 AM	8:15 AM	7:15 AM	8:15 AM
						Afternoon	2:05 PM	2:50 PM	12:45 PM	1:30 PM
15	Woodland Elementary	21st/Garden	SW	3	3	Morning	7:20 AM	8:30 AM	7:20 AM	8:30 AM
						Afternoon	2:25 PM	3:10 PM	1:35 PM	2:20 PM
16	College Park Elementary	Villanova/Notre Dame	E	3	3	Morning	7:25 AM	8:25 AM	7:25 AM	8:25 AM
						Afternoon	2:00 PM	2:45 PM	1:00 PM	1:45 PM

CHECK		CHECK	
Monday - Friday		Wednesday	

1:30	2:55	0:55	3:20
		1:00	
0:40		0:40	
0:45		0:45	
0:55	1:40	0:55	1:40
0:45		0:45	
0:55	1:40	0:55	1:40
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1:20	2:00	1:20	2:00
0:40		0:40	
1:00	1:50	1:00	1:50
0:50		0:50	
1:00	1:45	1:00	1:45
0:45		0:45	
1:00	1:45	1:00	1:45
0:45		0:45	
1:00	1:45	1:00	1:45
0:45		0:45	
1:10	1:55	1:10	1:55
0:45		0:45	
1:00	1:45	1:00	1:45
0:45		0:45	

ADDITIONAL SCHOOL CROSSING GUARD SERVICES:

Summer School Services: Assume five (5) Elementary School sites for 4 weeks (approximately 20 days) with 3 hours in morning and 3 hours in afternoon per school site

EXHIBIT 2

CITY OF COSTA MESA CROSSING GUARD LOCATIONS

CITY OF COSTA MESA CROSSING GUARD LOCATIONS

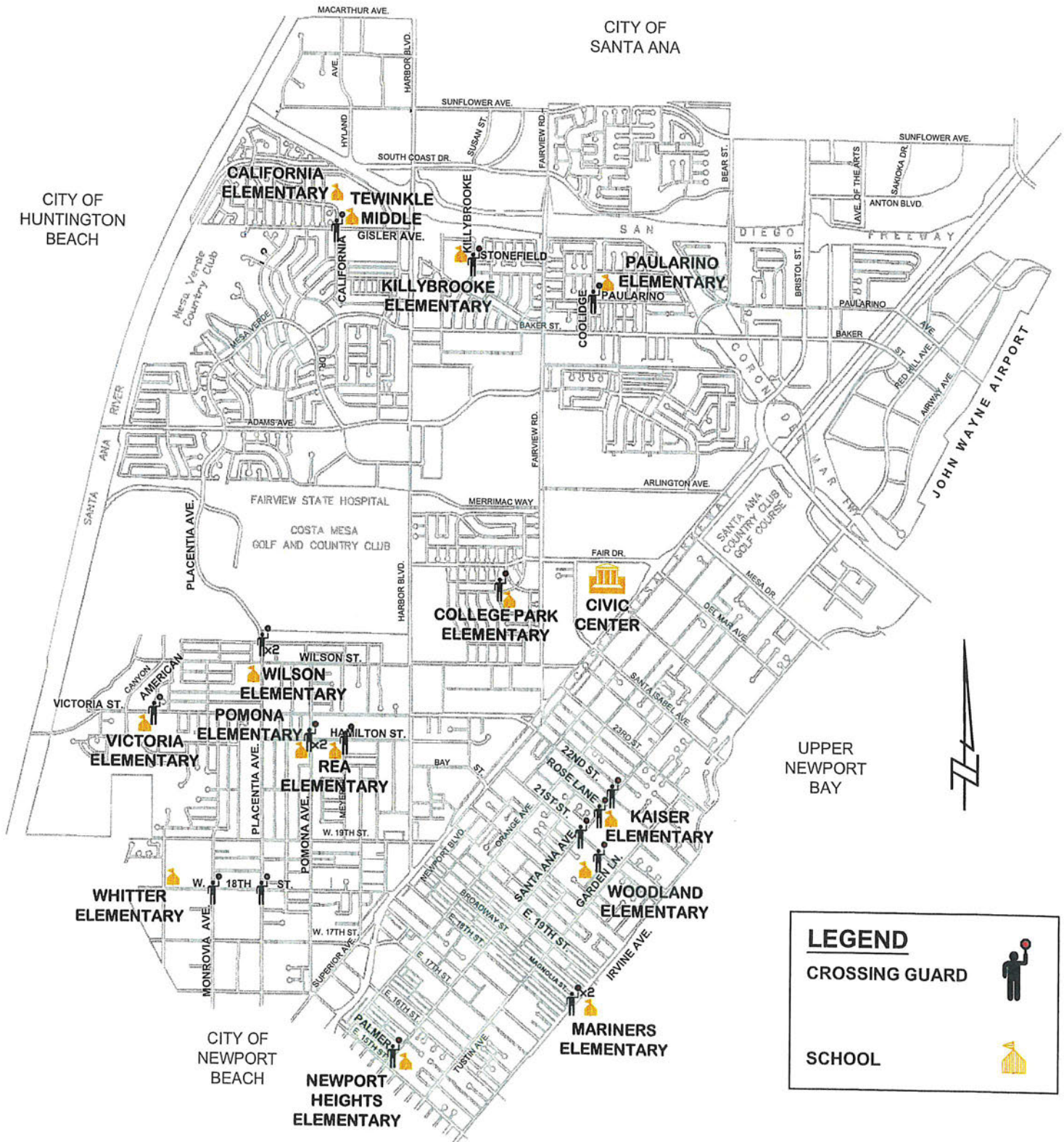


EXHIBIT B
CONSULTANT'S PROPOSAL

ALL CITY MANAGEMENT SERVICES

“The Crossing Guard Company”

**City of Costa Mesa
Request for Proposal
School Crossing Guard Services
RFP No. 23-24**

June 28, 2023

Presented by



10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670

OFFICE PHONE: 800.540.9290 FAX: 310.202.8325

EMERGENCY DISPATCH: 877.363.2267

www.thecrossingguardcompany.com

Cover Letter



ALL CITY MANAGEMENT SERVICES

June 21, 2023

City of Costa Mesa
Public Works Department
RFP No. 23-24 School Crossing Guard Services
77 Fair Drive, Costa Mesa, CA 92628

Dear Administrator:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Costa Mesa Crossing Guard Program. We are proud to have managed the School Crossing Guard program for the City of Costa Mesa for the last 20 years.

We have received the Request for Proposal with services to begin on or around August 21, 2023. I have reviewed the Scope of Work and Sample Professional Service Agreement and agree to have the terms and conditions set forth with exception of: Indemnity language used in Service Agreement; Item 6.9 - Indemnification and Hold Harmless. If selected, we will request modification to the language used.

We also have concerns with Professional Liability listed under Insurance 5.1 Section D. This type of insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as; design, engineering, architecture, construction, legal and medical. We request this requirement be waived. Please see our attached response which includes pricing with and without Professional Liability Insurance.

Our goal is simple, to continue to relieve the City of Costa Mesa of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Costa Mesa Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Costa Mesa. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,



David Mecusker
Marketing & Contracts Manager (Authorized Representative)
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
800 540 9290, Ext 107
david@thecrossingguardcompany.com



Demetra Farwell, Corporate Secretary
Corporate Secretary / Director of Human Resources (Authorized Signer)
All City Management Services, Inc. (Incorporated in California)
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
800 540 9290, Ext 102
demetra@thecrossingguardcompany.com

Background and Project Summary

Project Summary

1. All City Management Services, Inc. will provide Crossing Guard services for the City of Costa Mesa for a one (1) year period; to commence on: the start of fall 2023 school semester, ending on the conclusion of the 2023-2024 school session.
2. ACMS will provide nineteen (19) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS will ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Costa Mesa and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for crimes against children, a felony for violent crimes or has a dangerous criminal history. ACMS understands no one who has been prosecuted for sex or drug related offenses will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. They will maintain order among children assembled, make children aware of the elements of traffic safety and report license plate numbers of drivers violating traffic laws.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement. ACMS Supervisor shall visit each site under their supervision at least three (3) times a week and each school participating in the program at least once a month.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
11. ACMS shall submit a management report to the City's Department of Public Services, Transportation Services Division each month.
12. Annually Schools will evaluate ACMS performance and ACMS will forward a copy of each evaluation to City no later than July 1st of that year.
13. ACMS will meet with City representatives at least twice a year to evaluate and discuss the ongoing program and review any incidents or problems that have occurred during the year.

Method of Approach

**City of Costa Mesa
Crossing Guard Program
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	July 24 th
City Council Approval	Aug. 1 st
City of Costa Mesa/ACMS Planning Meeting (Costa Mesa Department of Public Services; Transportation Services, ACMS Team)	Week of Aug. 7 th
Contract and Insurance complete (Final Terms agreed to)	Week of Aug. 7 th
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Week of Aug. 14 th
School designees re-contacted and Monthly Status Meetings agreed to	Week of Aug. 14 th
Additional Training/Equipment needs delivered	Aug. 14 th – Aug. 18 th
Guards re-contacted for assignment readiness	Aug. 14 th – Aug. 18 th
Guards on site / Area Supervisor in field	Aug. 21 st
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	Dec. 18 th
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	May 20 th

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager work together (with input from City of Costa Mesa) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Costa Mesa operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations** and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Costa Mesa representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Costa Mesa established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under the California Health and Safety Code.

- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.
- Any offense involving the manufacture, sales, possession, or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Costa Mesa Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to the City within two (2) hours to advise them of the nature of the complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Costa Mesa on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children with our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

Supervisor Teams – City of Costa Mesa would benefit from our presence in nearby cities such as: Newport Beach, Laguna Beach, Lake Forest, Solana Beach, Cypress, Garden Grove, Huntington Beach, Fountain Valley, and Santa Ana, among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”*** and are shown the professionally produced training DVD, “Crossing Guard Safety.” The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees’ readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

Qualifications and Experience

Company Data

All City Management Services, Inc.

Corporate Office

10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 800 430 1059
24-hour number is 877 512 2267
<https://thecrossingguardcompany.com>
Federal Tax Identification Number: 95-3971517

Bid Direct Point of Contact

ACMS represents the following person is authorized to negotiate on their behalf with the City of Costa Mesa in connection with this RFP:

David Mecusker, Marketing & Contracts Manager
Phone: 310 202 8284 Ext. 107
david@thecrossingguardcompany.com

Satellite Offices

Texas

2012 E. Randol Mill, Ste. 222
Arlington, TX 76011
Phone: 817 962 0110
Fax: 800 430 1059

Nevada

4775 W. Teco Ave., Ste. 235
Las Vegas, NV 89118
Phone: 702 675 3135
Fax: 702 750 2110

Kansas

8928 Nieman Road
Shawnee, KS 66214
Phone: 800 540 9290
Fax: 800 430 1059

All City Management Services, Inc. was established on May 3, 1985, as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 38 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Demetra Farwell is the Corporate Secretary and Brian Brooks is the Chief Operating Officer for All City Management, Inc.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc.'s financial interests are associated with Crossing Guard and has no financial interest in other lines of business.

Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 310 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 38 years. ACMS currently employs over 8,500 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs (19 or less), mid-sized programs (20 to 99) and large programs in excess of 100 Crossing Guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our understanding of the unique challenges presented by a crossing guard program; guard scheduling, geography, school locations and demographics, make us well qualified to continue to meet the unique needs of demands of the City of Costa Mesa program. Our management team will meet with the City of Costa Mesa personnel regularly to address needs and ensure all requirements are met.

Understanding that unexpected absences and tardiness can impact the safety of children we are charged with protecting. ACMS ensures the response of our Management Team through our Emergency Dispatch Hotline (available to employees 24/7); providing assurance that we will have adequate advance notice of potential absences (both planned and unplanned) to respond effectively.

Our ability to operate and manage the City of Costa Mesa Crossing Guard program is supported by our success as your current service provider and with programs in Southern California, as well as similar programs in Northern California and in 20 other states. Examples of the many clients we serve in Southern California include City of Newport Beach, City of Huntington Beach, City of Fountain Valley, City of Laguna Beach, City of Lake Forest, City of Santa Ana, City of Garden Grove, City of Fullerton, City of Cypress, City of La Palma, City of Buena Park, City of Solana Beach, Newport Mesa School District, Orange County Sheriff's and Los Angeles County Office of Education, among others.

We are very proud to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

References for Crossing Guard Services

City of La Palma (since 1998)

7792 Walker Street
La Palma, CA 90623
Ron Wilkerson; Captain
714 690 3382
rwilkerson@cityoflapalma.org

City of Fountain Valley (since 2022)

10200 Slater Avenue
Fountain Valley, CA 92708
Anthony Luce, Captain
714 593 4528
Anthony.luce@fountainvalley.org

City of Tustin (since 2009)

300 Centennial Way
Tustin, CA 92780
Donald Houle; Sergeant
714 573 3219
dhoule@tustinca.gov

City of Fullerton (since 2000)

237 Commonwealth Ave.
Fullerton, CA 92832
Mike Chlebowski; Commander
714 738 6816
mchlebowski@fullertonpd.org

City of Santa Ana (since 2010)

60 Civic Center Drive
Santa Ana, CA 92702
Zdenek Kekula, Principal Engineer
714 647 5606
zkekula@cyprcssca.org

Beverly Hills USD (since 2001)

255 S. Lasky Drive
Beverly Hills, CA 90212
Gilda Keshishyan; Purchasing Assistant
310 551 5100, Ext. 2249
gkeshishyan@bhusd.org

City of Buena Park (since 2010)

6640 Beach Blvd.
Buena Park, CA 90621
Jon Shadow; Sergeant
714 562 3943
jshadow@bppd.com

City of Glendale (since 2008)

633 E. Broadway, Rm. 205
Glendale, CA 91206
Pastor Casanova, Principal Engineer
818 548 3945
pcasanova@glendaleca.gov

City of Lake Forest (since 2003)

100 Civic Center Drive
Lake Forest, CA 92630
Sharlyn de la Paz, Sr. Management Analyst
949 282 5215
sdelapaz@lakeforestca.gov

City of Cypress (since 1996)

5275 Orange Avenue
Cypress, CA 90630
Eileen Sweeny, Specialist
714 229 6629
esweeney@ci.cypress.ca.us

City of Manhattan Beach (since 2007)

420 15th Street
Manhattan Beach, CA 90266
Andy Harrod; Lieutenant
310 802 5165
aharrod@citymb.info

L.A. CTY Office of Education (since 2010)

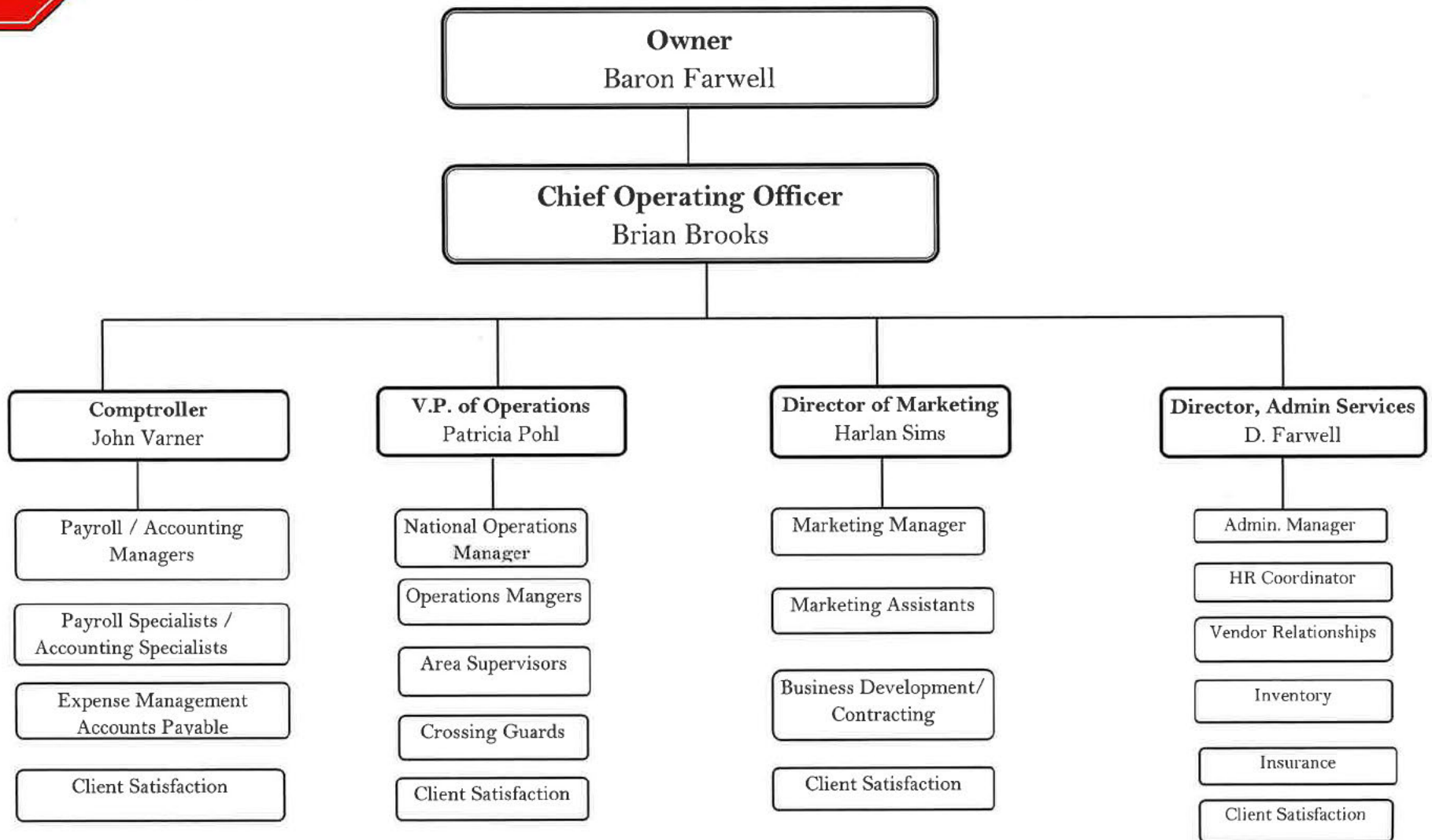
12830 Columbia Way, Room 153
Downey, CA 90242
Anne Brache; Procurement Specialist
562 803 8516
Brache_anne@laoe.edu

With over 310 nationwide clients, we would be happy to supply additional references if needed.

Key Personnel / Staffing



ALL CITY MANAGEMENT SERVICES





ALL CITY MANAGEMENT SERVICES



Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Costa Mesa will continue to benefit from a team concept which consists of Area Supervisor, Project Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Kathy Clinkenbeard): Kathy will continue to handle all aspects of the daily supervision of the program of nineteen (19) Crossing Guards and alternate pool. With support from the Project Manager she will typically recruit, hire, train and provide personnel management for all the sites they oversee and will interface with school staff as needed. In addition to communicating with the City and School staff, Kathy is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. She will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Kathy Clinkenbeard reports directly to the Project Manager.

Project Manager (James Liuzzi): James will serve as **Project Manager** and will directly manage your Area Supervisor and provide training and support. With support from the National Operations Manager, James will interface with the City representatives and District staff, as needed. James will assist in the hiring of the Crossing Guards as well as the development and implementation of training programs and certification standards. He will continue to ensure compliance with Company standards and the City of Costa Mesa expectations and be the liaison to the City. James Liuzzi reports directly to the National Operations Manager.

National Operations Manager (Kim Brooks): Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Project Manager to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the Regional Support Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

PATRICIA J. POHL

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Vice President of Operations: Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Operations Manager: Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:
Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:
California Crossing Guard Training Expert Review Panel
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation
School Crossing Guard Trainer Certification, currently status; active

Kimberly M. Brooks

NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- ✓ Client engagement
- ✓ Recruiting & Training
- ✓ Relationship Builder
- ✓ Safety focused
- ✓ Coaching & Mentoring
- ✓ Problem-solver

Professional Experience

ALL CITY MANAGEMENT SERVICES

2016 to Present

Regional Support Manager – May 2020 to Present

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

National Advertising and Recruiting Coordinator – February 2018 – May 2020

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

Regional Supervisor – September 2016 to 2018

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

Area Supervisor – July 2016 to 2018

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.

Forms

Vendor application Form

Ex Parte Communication Certification

Disclosure of Government Positions

Disqualification Questionnaire

Company Profile and References

Bidder/Applicant/Contractor Campaign Contribution

ACMS Exceptions Page

ACMS Financials



**VENDOR APPLICATION FORM
FOR
RFP No. 23-24 FOR SCHOOL CROSSING GUARD SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: All City Management Services, Inc.

Contact Person for Agreement: David Mecusker

Title: Marketing & Contracts Manager E-Mail Address: david@thecrossingguardcompany.com

Business Telephone: 310 202 8284 Ext. 107 Business Fax: 310 202 8325

Corporate Mailing Address: 10440 Pioneer Blvd., Suite 5

City, State and Zip Code: Santa Fe Springs, CA 90670

Contact Person for Proposals: David Mecusker

Title: Marketing & Contracts Manager E-Mail Address: david@thecrossingguardcompany.com

Business Telephone: 310 202 8284 Ext. 107 Business Fax: 310 202 8325

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>Baron Farwell</u>	<u>Owner / President</u>	<u>310 877 7336</u>
<u>Demetra Farwell</u>	<u>Corporate Secretary</u>	<u>424 298 9307</u>
<u>Brian Brooks</u>	<u>Chief Operating Officer</u>	<u>913 731 8174</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: 50571

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: September 30, 2023

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. 23-24 FOR SCHOOL CROSSING GUARD SERVICES** at any time after **June 14, 2023**.


Signature

Demetra Farwell, Corporate Secretary

Print

Date: 6/21/23

OR

I certify that Proposer or Proposer's representatives have communicated after **June 14, 2023** with a City Councilmember concerning informal **RFP No. 23-24 FOR SCHOOL CROSSING GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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."

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:

COMPANY PROFILE & REFERENCES**Company Legal Name:** All City Management Services, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): S - Corporation

Active licenses issued by the California State Contractor's License Board:

Business Address: 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670

Website Address: acmssafety.com

Telephone Number: 310 202 8284

Facsimile Number: 310 202 8325


Email Address: david@thecrossingguardcompany.com

Length of time the firm has been in business: 38 years

Length of time at current location: 10 years

Is your firm a sole proprietorship doing business under a different name: ___Yes XNo

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 

Regular Business Hours: 8:00AM - 5:00PM (Monday - Friday)

Regular holidays and hours when business is closed: Federal Holidays

Contact person in reference to this solicitation: David Mecusker

Telephone Number: 310 202 8284 Ext. 107

Facsimile Number: 310 202 8325

Email Address: david@thecrossingguardcompany.com

Contact person for accounts payable: Cassandra Gandara

Telephone Number: 310 202 8284 Ext. 112

Facsimile Number: 310 202 8325

Email Address: cassandra@thecrossingguardcompany.com

Name of Project Manager: Jim Liuzzi

Telephone Number: 714 234 1690

Facsimile Number: 310 202 8325

Email Address: jliuzzi@thecrossingguardcompany.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: City of Newport Beach, CA

Contact Name: Jonathan Stafford, Deputy Director

Contract Amount: \$340,362.00

Email: jstafford@nbpd.org (949 644 3650)

Address: 100 Civic Center Drive, Newport Beach, CA 92660

Brief Contract Description: Provide Crossing Guard services for twenty-two (22) locations.

Company Name: City of Huntington Beach, CA

Telephone Number: 714 960 8819

Contact Name: Mike Thomas, Sergeant

Contract Amount: \$531,993.00

Email: mthomas@hbpd.org

Address: 200 Main Street, Huntington Beach, CA 92648

Brief Contract Description: Provide Crossing Guard services for thirty-one (31) locations.

Company Name: City of Los Alamitos, CA

Telephone Number: 562 594 7230

Contact Name: Kain Gallagher, Captain

Contract Amount: \$138,801.00

Email: kgallagher@cityoflosalamitos.org

Address: 3201 Katella Avenue, Los Alamitos, CA 90720

Brief Contract Description: Provide Crossing Guard services for seven (7) locations.

Company Name: City of Aliso Viejo, CA

Telephone Number: 949 425 2561

Contact Name: Scott Merrill, Captain

Contract Amount: \$256,266.00

Email: sjmerrill@ocsheriff.gov

Address: 12 Journey, Suite 100, Aliso Viejo, CA 92656

Brief Contract Description: Provide Crossing Guard services for ten (10) locations.

Company Name: City of Stanton, CA

Telephone Number: 714 890 4204

Contact Name: Han Sol Yoo, Associate Engineer

Contract Amount: \$58,540.00

Email: hyoo@stantonca.gov

Address: 7800 Katella Avenue, Stanton, CA 90680

Brief Contract Description: Provide Crossing Guard services for four (4) locations.



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
		Not Applicable		

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.

(Demetra Farwell)

Bidder/Applicant/Proposer
All City Management Services, Inc.

Date

Requested Exception Narrative

1. Appendix B - Sample Professional Services Agreement ; Section 5 – Insurance 5.1d Professional Errors and Omissions.

Exception: *If awarded, we would request this insurance requirement to be waived.*

This type of insurance is a non-standard for our industry and results in an unnecessary expense for the City. This type of coverage is usually required for true professional services such as design, engineering, architecture, construction, legal and medical.

In an effort to obtain the requested insurance coverage we reached out to our insurance carrier for a quote, please see their feedback below.

"We have sent out an application for Professional Liability Insurance coverage to thirteen (13) different insurance companies to request a quote. Half of these insurance companies declined the request because they do not feel ACMS has professional liability exposure."

*Audra Powers, CIC, CRM
Client Services Executive Team Leader
CA Insurance License #QB50182
T : 949 544 8475 / F : 8858 452 7530
Audra.powers@marshmma.com / MarshMMA.com*

It should be noted that we have included alternate program pricing that does include Professional Liability Insurance and program pricing that does not include this type of coverage.

We hope the City finds this request reasonable and acceptable.

1. Appendix B – Sample Professional Services Agreement; Section 6.9 – Indemnification and Hold Harmless.

Exception: *If awarded, we request this section to include shared liability verbiage in the event of a claim. We would like the following verbiage added to the end of section 6.9:*

"Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims."

We hope the City finds this request reasonable and acceptable.



*Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES

EXHIBIT C
COST PROPOSAL

Cost Proposal / Pricing Options

It should be noted that we have included alternate program pricing that does not include Professional Liability Insurance and program pricing that does include this type of coverage.

Professional Liability is a non-standard for our industry and our insurers have always felt unnecessary as it is meant for true professional services such as accounting, legal, medical, construction and design.

We have included our exception to the Professional Liability Insurance requirement and reasoning for its this requirement to be waived included in the Forms Section of our response. Please see our program pricing with and without this type of coverage.

PRICING WITH PROFESSIONAL LIABILITY INSURANCE

- **2023/2024 (without summer school) - \$444,526.00** (Four Hundred Forty-four Thousand, Five Hundred Twenty-six Dollars)
- **2023/2024 (WITH summer school) - \$452,808.00** (Four Hundred Fifty-two Thousand, Eight Hundred Eight Dollars)

PRICING WITHOUT PROFESSIONAL LIABILITY INSURANCE

- **2023/2024 (without summer school) - \$320,277.00** (Three Hundred Twenty Thousand Two Hundred Seventy-seven Dollars.
- **2023/2024 (WITH summer school) - \$328,569.00** (Three Hundred Twenty-eight Thousand Five Hundred Sixty-nine Dollars.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate **with Professional Liability** **WITHOUT summer school**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

Proposed Hourly Rate: Forty-two Dollars and Thirty-six Cents (**\$42.36**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day, 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,494 hours, we project a **Not to Exceed price of \$444,526 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: baron@thecrossingguardcompany.com

Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com

Comptroller: John Varner: jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate **WITH Professional Liability** **WITH Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

Proposed Hourly Rate: Forty-one Dollars and Ninety-five Cents (**\$41.95**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. This pricing includes 5 crossing guards compensated an average of 3.0 hours per day for 20 summer school days. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,794 hours, we project a **Not to Exceed price of \$452,808 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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Comptroller: John Varner:	jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate **WITHOUT Professional Liability** **WITHOUT Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

Proposed Hourly Rate: Thirty Dollars and Fifty-two Cents (**\$30.52**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,494 hours, we project a **Not to Exceed price of \$320,277.00 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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Comptroller: John Varner:	jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate **WITHOUT Professional Liability** **WITH Summer School**

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Costa Mesa, CA** Crossing Guard Program.

Proposed Hourly Rate: Thirty Dollars and Forty-four Cents (**\$30.44**) per hour, per guard. This pricing is based upon 18 crossing guards compensated an average of 3.0 hours per day and 1 crossing guard compensated an average of 4.3 hours per day, for 180 school days annually. This pricing includes 5 crossing guards compensated an average of 3.0 hours per day for 20 summer school days. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,794 hours, we project a **Not to Exceed price of \$328,569 annually.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Costa Mesa** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

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Website address: www.thecrossingguardcompany.com

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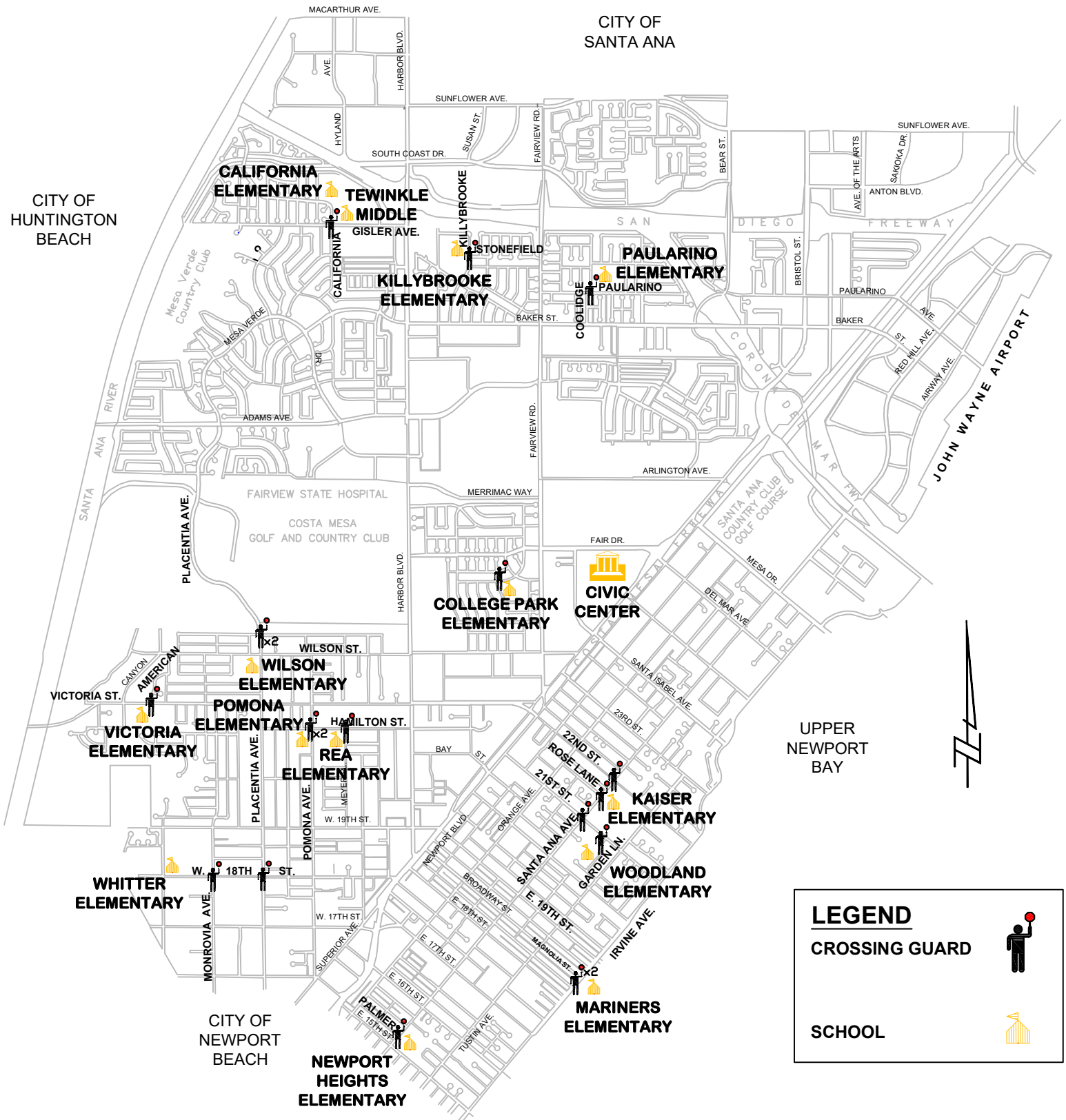
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Comptroller: John Varner:	jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

CITY OF COSTA MESA

CROSSING GUARD LOCATIONS

ATTACHMENT 2



**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide said services commencing with the start of the Fall 2019 school semester through the conclusion of the 2021-2022 school session.

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

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

- (a) Meet with 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. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. 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 that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. 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.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Schedule"). Contractor's total compensation for each year of the Agreement shall be as follows:

- a. For the first year of the term, Contractor's compensation shall not exceed One Hundred Eighty Thousand Four Hundred Eighty-Five Dollars (\$180,485.00).
- b. For the second year of the term, Contractor's compensation shall not exceed One Hundred Ninety-Four Thousand Nine Hundred Fifty Dollars (\$194,950.00).
- c. For the third year of the term, Contractor's compensation shall not exceed Two Hundred Ten Thousand Eight Hundred Ninety-One Dollars (\$210,891.00).
- d. If City and Contractor desire to exercise the extension options set forth herein, Contractor's maximum compensation for each extension period may be increased based on an increase to the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The adjustment will be determined using the June index of the current year and the June index for the preceding year.

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

2.3. Method of Billing. 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. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, 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 three (3) years, ending on July 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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 professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

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

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), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury

and property damage.

- (c) Workers' compensation insurance as required by the State of California. 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 the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The 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) The 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. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which 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 or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

All City Management Services
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Tel: (800) 540-9290 ext. 102
Attn: Demetra Farwell

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

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 "E" 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. Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that the determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims.

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 agents 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. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents

furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. 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.

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

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

6.18. 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.

6.19. 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.

6.20. 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.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.24. 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.

6.25. 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.

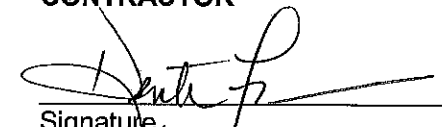
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signatures appear on following page.]

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

CONTRACTOR



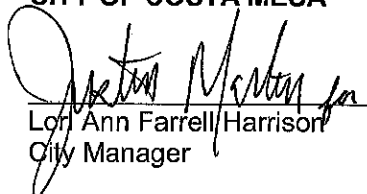
Signature
Demetra Fanelle, Secretary

[Name and Title]

Date: 8/19/19
95-3971517

Social Security or Taxpayer ID Number


CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 8/30/19

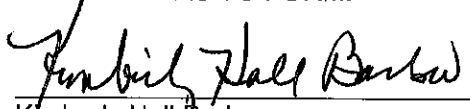
ATTEST:



Brenda Green
City Clerk



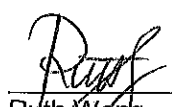
APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/28/19

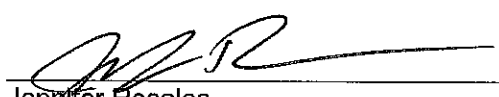
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/23/19

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 8/26/19

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 8/27/19

APPROVED AS TO PURCHASING:

Kelly Telford
✓ Kelly Telford
Finance Director

Date: 8/23/19

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
SCHOOL CROSSING GUARD SERVICES**

Contractor agrees to provide Crossing Guard Services to the City of Costa Mesa by safely conducting school children across the roadway, within a marked crosswalk.

A. Employees and Service Hours

1. Contractor shall ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City of Costa Mesa.
2. City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. The Contractor shall provide Crossing Guards' Services at the designated locations and hours on all days on which the designated schools in the City of Costa Mesa are in session.
3. Contractor shall also maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.
4. The City shall have the sole and exclusive right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of Contractor's request to change the hours of work or locations. The City further has the sole and exclusive right to add to, delete from, or revise the work schedule and/or locations at any time.

B. Employee Selection Procedure

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.
2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.
3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

C. Site Supervision

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training programs provided by Contractor. Said training shall be substantially

similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.
3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

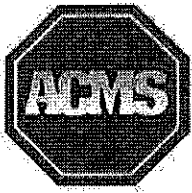
D. Management Report

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:
 - a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).
 - b. Program related matters, including:
 - i. Problems and recommended solutions.
 - ii. Incidents and activities involving Crossing Guards and program personnel.
 - iii. Special programs held at schools.

E. Performance

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.
2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.
3. Meetings will be held twice a year between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.
4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

EXHIBIT B
CONTRACTOR'S PROPOSAL



ALL CITY MANAGEMENT SERVICES

March 25, 2019

City of Costa Mesa
Office of City Clerk
RFP No. 19-09 School Crossing Guard Services
77 Fair Drive, Costa Mesa, CA 92628

Dear Ms. Green:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Costa Mesa Crossing Guard Program. We are proud to have managed the School Crossing Guard program for the City of Costa Mesa for the last 18 years.

We have received the Request For Proposal with services to begin on or around September 3, 2019. I have reviewed the Scope of Work and Sample Professional Service Agreement and agree to have the terms and conditions set forth with exception of: Indemnity language used in Service Agreement; Item 6.9 - Indemnification and Hold Harmless. If selected, we will request modification to the language used.

We also have concerns with Professional Liability listed under Insurance 5.1 Section D. This type of insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as; design, engineering, architecture, construction, legal and medical. We request this requirement be waived. Please see our attached response which includes pricing with and without Professional Liability Insurance.

Our goal is simple, to continue to relieve the City of Costa Mesa of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Costa Mesa Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Costa Mesa. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

A handwritten signature in dark ink, appearing to read 'Harlan Sims', with a stylized flourish at the end.

Harlan Sims

Director of Marketing

harlan@thecrossingguardcompany.com



**VENDOR APPLICATION FORM
FOR
RFP NO. 19-09
SCHOOL CROSSING GUARD SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: All City Management Services, Inc.

Contact Person for Agreement: Demetra Farwell

Corporate Mailing Address: 10440 Pioneer Blvd., Suite 5

City, State and Zip Code: Santa Fe Springs, CA 90670

E-Mail Address: demetra@thecrossingguardcompany.com

Phone: 800 540 9290 Ext. 102

Fax: 310 202 8325

Contact Person for Proposals: Harlan Sims

Title: Director of Marketing

E-Mail Address: harlan@thecrossingguardcompany.com

Business Telephone: 800 540 9290 Ext. 105

Business Fax: 310 202 8325

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>Baron Farwell</u>	<u>Owner/General Manager</u>	<u>800 540 9290 Ext. 118</u>
<u>Demetra Farwell</u>	<u>Corporate Secretary</u>	<u>800 540 9290 Ext. 102</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Federal Tax Identification Number:



City of Costa Mesa Business License Number:

50571

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date:

September 30, 2019

Project Summary

1. All City Management Services, Inc. will provide Crossing Guard services for the City of Costa Mesa for a three (3) year period; to commence on: the start of fall 2019 school semester, ending on the conclusion of the 2021-2022 school session.
2. ACMS will provide eighteen (18) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS will ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Costa Mesa and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, any felony, crimes against children or has a dangerous criminal history. ACMS understands no one who has been prosecuted for sex or drug related offenses will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. They will maintain order among children assembled, make children aware of the elements of traffic safety and report license plate numbers of drivers violating traffic laws.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement. ACMS Supervisor shall visit each site under their supervision at least three (3) times a week and each school participating in the program at least once a month.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
11. ACMS shall submit a management report to the City's Department of Public Services, Transportation Services Division each month.
12. Annually Schools will evaluate ACMS performance and ACMS will forward a copy of each evaluation to City no later than July 1st of that year.
13. ACMS will meet with City representatives at least twice a year to evaluate and discuss the ongoing program and review any incidents or problems that have occurred during the year.

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and Regional Manager work together (with input from City of Costa Mesa) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Costa Mesa operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Costa Mesa representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Costa Mesa established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under California Health and Safety Code;

- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Costa Mesa Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Costa Mesa on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – City of Costa Mesa would benefit from our presence in nearby cities such as: Laguna Niguel, Laguna Beach, Lake Forest, Solana Beach, Santa Ana, Garden Grove, Huntington Beach, Newport Beach and Orange County Sheriff's among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 33 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***"Employee Handbook for School Crossing Guards"*** and are shown the professionally produced training DVD, ***"Crossing Guard Safety"***. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee's progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

**City of Costa Mesa
Crossing Guard Program
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	May 20, 2019
City Council Approval	June 3
City of Costa Mesa/ACMS Planning Meeting (Costa Mesa Department of Public Services; Transportation Services, ACMS Team)	Week of June 17
Contract and Insurance complete (Final Terms agreed to)	July 2
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Aug. 1
School designees re-contacted and Monthly Status Meetings agreed to	Aug. 6 - 20
Additional Training/Equipment needs delivered	Aug. 13 -17
Guards re-contacted for assignment readiness	Aug. 20 -27
Guards on site / Area Supervisor in field	Sept. 3
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	Dec. 16
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	June 8, 2020

Corporate Disclosure Information

All City Management Services, Inc.
Incorporated in California on May 6, 1985

Corporate Office (Since 2011)
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 310 202 8325
<https://thecrossingguardcompany.com>

Monday – Friday from 8:00AM – 5:30PM
If after these hours our 24 hour number is 877 363 2267

Owner and Officer

Baron Farwell, General Manager
Phone 310 202 8284
baron@thecrossingguardcompany.com

Demetra Farwell, Corporate Secretary
Phone: 310 202 8284 Ext. 102
demetra@thecrossingguardcompany.com

Direct Contact Information

Patricia Pohl, Vice President of Operations
Phone: 310 877 7045
pat@thecrossingguardcompany.com

Harlan Sims, Director of Marketing
Phone: 310 202 8284 Ext. 105
Harlan@thecrossingguardcompany.com

Lis Thomas, Payroll Manager
Phone: 310 202 8284 Ext. 109
liz@thecrossingguardcompany.com

Noel Concha, (Interim) Finance Director
Phone: 310 202 8284 Ext. 110
noel@thecrossingguardcompany.com

Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 250 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 33 years. ACMS currently employs over 6,000 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs, mid-size programs and large programs in excess of 200 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our ability to operate and manage the City of Costa Mesa Crossing Guard program is supported by our success as your current service provider and with programs in Southern California, as well as similar programs in Northern California and in 19 other states. Examples of the many clients we serve in Southern California include; City of Newport Beach, City of Huntington Beach, City of Laguna Niguel, City of Laguna Beach, City of Lake Forest, City of Santa Ana, City of Garden Grove, City of Fullerton, City of Cypress, City of La Palma, City of Buena Park, City of Solana Beach, Newport Mesa School District, Orange County Sheriff's and Los Angeles County Office of Education, among others.

We are very proud to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

In addition to our numerous current clients, ACMS believes the best reference for our services is when a client returns to ACMS after trying services of another contractor that does not specialize in Crossing Guard Services.

The City of Fremont was a client that decided to contract with a lower price security guard company (American Guard Services) following a number of years with ACMS.

The City of Fremont staff report highlights the issues they had with their service and their justification for returning to All City Management Services "The Crossing Guard Company". Staff report is available upon request.

We cannot think of a stronger recommendation than a City that has returned to ACMS after poor service from another contractor.

Additionally, the following agencies have returned to ACMS following their experience with this same security guard company:

City of Fremont, CA

City of Palo Alto, CA

City of Pleasant Hill, CA

City of Davis, CA

Twin Rivers USD, CA

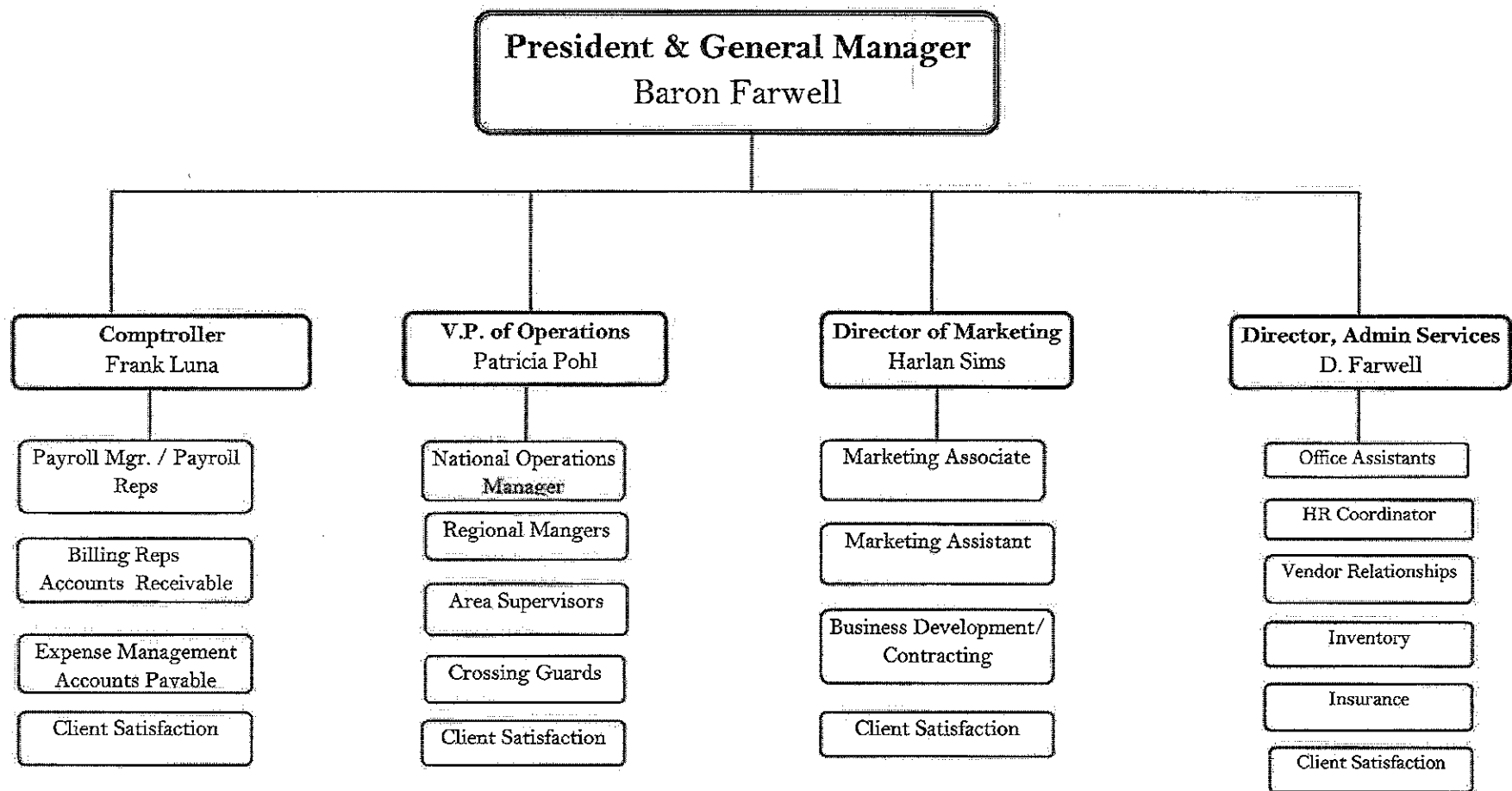
City of Lawndale, CA

Orange County Sheriff's, CA

County of Marin, CA

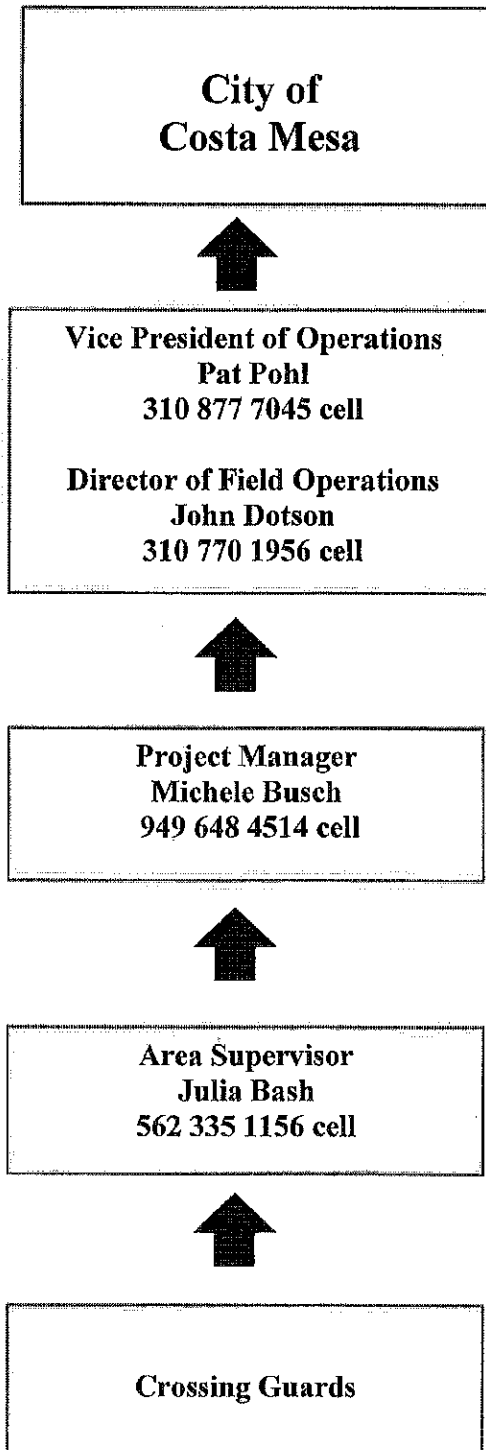


ALL CITY MANAGEMENT SERVICES





ALL CITY MANAGEMENT SERVICES



Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of the City of Costa Mesa will continue to benefit from a team concept which consists of Area Supervisor, Regional Manager, Vice President of Operations and General Manager. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Julia Bash): ACMS plans to deploy one (1) Area Supervisor for the City of Costa Mesa program. Julia has over 11 years in the industry and will continue to handle all aspects of the daily supervision of the program of eighteen (18) Crossing Guards and alternate pool. With support from the Regional Manager she will typically recruit, hire, train and provide personnel management for all the sites she oversees and interface with school staff as needed. In addition to communicating with the City and School staff, Julia is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. Julia reports directly to the Regional Manager.

Regional Manager (Michele Busch): Michele has over 9 years in the industry providing field management and support for ACMS. She will serve as **Project Manager** and directly manage your Area Supervisor and provide training and support. Michele will also interface with the City of Costa Mesa representative and School staff as needed. She will assist in the hiring of the Area Supervisor and Crossing Guards as well as the development and implementation of training programs and certification standards. Michele has considerable experience as a Project Manager including programs in Southern California; City of Solana Beach, City of Rancho Santa Margarita, Orange County Sheriff's, City of Tustin, City of Santa Ana and the City of Lake Forest among many others. She will ensure compliance with Company standards and City of Costa Mesa expectations. She reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 24 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Regional Manager to ensure all program standards are being met. Pat has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Pat reports directly to General Manager.

General Manager (Baron Farwell): Baron has over 26 years of industry experience. He is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

PATRICIA J. POHL
21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90640

Vice President of Operations: Responsible for directing the efforts of four Operations Managers, five Regional Managers and 76 Area Supervisors in the successful implementation of all Company policies. Full responsibility for development and implementation of procedures and well as ensuring employee compliance with all aspects of field operations related to their performance and achievement of safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Operations Manager / Safety Director: Accountable for management of field operations Company-wide. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager: Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL DEVELOPMENT

Currently serving on:

California Crossing Guard Training Expert Review Panel

Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

In partnership with the California Department of Transportation, SRTS TARC is currently developing a statewide school crossing guard training curriculum in an effort to develop standardized training materials to provide consistency in the operation of local school crossing guard programs throughout the state. I am the only member from the private sector invited to participate in this important project. Other panel members represent such entities as California Safe Routes to School, California Department of Public Health, California Highway Patrol and local Police Departments.

Currently retained as:

Consultant to Safe Routes to School Technical Assistance Resource Center (SRTS TARC)

Hired to serve as topic expert and editor for all materials contained in the "*California School Crossing Guard Training Guidelines*" currently under development.

Michele Busch

23 Greenbough
Irvine, CA 92614

T (949) 922-5364

michele.busch@cox.net

EXPERIENCE

Regional Manager, All City Management Services; Santa Fe Springs, CA — 2012-present
Management of 8 area supervisors and 350 crossing guards in Southern California. Maintain communication with area supervisors; provide feedback, support, guidance and training. Investigate complaints; enforce safety and disciplinary measures. Serve as a liaison to school and city officials and operations management. Assist in the development of new company procedures.

Area Supervisor, All City Management Services; Santa Fe Springs, CA — 2008-2012
Managed the crossing guard program for the Newport-Mesa school district. Responsible for the recruiting, hiring, training and supervision of 36 crossing guards. Conducted regular field safety training and maintained a program of high standards. Handled scheduling and payroll; served as a liaison to school officials, city officials and operations management.

Owner, Bella Michele Jewelry; Irvine, CA — 2005-2012
Responsible for product development, analysis and marketing. Handled purchasing, bookkeeping, organization of inventory as well as training and management of 4 employees. Created and maintained a large website and online database. Sought out advertising using social media.

Executive Director, Cancer Camp Connections; Irvine, CA — 1998-2007

Created a national database of summer camp programs for children with life threatening diseases. Developed from the ground up a 501(c)(3) charity; provided leadership in fulfillment of the mission, vision and goals of the organization. Implemented policies and decisions of the Board of Directors. Secured funds and managed budget; sought grant opportunities. Supported and sustained growth; served as spokesperson; conducted program planning and development.

EDUCATION

Gunderson High School, San Jose, CA - 1984

University of Colorado, Boulder; Bachelor of Arts, Social Work - 1989

SKILLS

Strong communication skills. Ability to adapt to difficult and stressful situations. Detail oriented. Capable problem solver. Excellent organizational and leadership skills.

JULIA ANN BASH

20431 Everglades Ln Huntington Beach CA 92646 (562) 335-1156 Julia@thecrossingguardcompany.com

WORK HISTORY

2007 to present All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

Area Supervisor: Manage the day-to-day supervision of multi-city crossing guard program. Responsible for all recruiting, hiring, training and personnel coordination throughout my area. Conduct proper orientation, training, field instruction and ongoing safety review of employees. Also in charge of dispatch and complete and submit required paperwork (including payroll documents) in a timely manner.

2007 to Currently Employed All City Management Services, Inc.
10440 Pioneer Blvd. #5
Santa Fe Springs CA 90670

Crossing Guard: Responsible for providing enhanced safety for all pedestrians at assigned crosswalk.

06/2000 to 10/2006 Nationwide Auctions

Personal Property Manager: Took charge of setting up hundreds of items to be auctioned off. Job required strong work ethic, integrity, and self-motivation.

Cashier: In charge of handling thousands of dollars collected by customers purchasing items from the auction. Job required strong work ethic, integrity, customer service and self-motivation.

EDUCATION

1977 High School Graduate of Lowell High School, La Habra CA

1977-1978 Attended Orange Coast College, Costa Mesa CA

COMPANY PROFILE & REFERENCES**Company Profile**Company Legal Name: All City Management Services, Inc.Company Legal Status (corporation, partnership, sole proprietor etc.): CorporationActive licenses issued by the California State Contractor's License Board: N/ABusiness Address: 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670Website Address: www.thecrossingguardcompany.comTelephone Number: 800 540 9290 Facsimile Number: 310 202 8325Email Address: harlan@thecrossingguardcompany.comLength of time the firm has been in business: 33 years Length of time at current location: over 7 yearsIs 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:

Is your firm incorporated: ☒ Yes ☐ No If yes, State of Incorporation: CaliforniaFederal Taxpayer ID Number: 95-3971517Regular business hours: 8:00AM - 5:30PMRegular holidays and hours when business is closed: Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Contact person in reference to this solicitation:

Harlan Sims; Director of MarketingTelephone Number: 800 540 9290 Facsimile Number: 310 202 8325Email Address: harlan@thecrossingguardcompany.com

Contact person for accounts payable:

Frank Luna; ComptrollerTelephone Number: 800 540 9290 Facsimile Number: 310 202 8325Email Address: frank@thecrossingguardcompany.comName of Project Manager: Michele BuschTelephone Number: 949 648 4514 Facsimile Number: 310 202 8325Email Address: michele@thecrossingguardcompany.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Lake Forest Telephone Number: 949 282 5215

Contact Name: Brett Channing Contract Amount: \$303,000.00

Email: bchanning@lakeforestca.gov

Address: 25550 Commerce Center Drive, Lake Forest, CA 92630

Brief Contract Description: School Crossing Guard services for 22 locations.

Company Name: Orange County Sheriff's Telephone Number: 714 834 6687

Contact Name: Olivia Prudencio Contract Amount: \$1,222,000.00

Address: 320 N. Flower Street, Santa Ana, CA 92703

Email: oprudencio@ocsd.org

Brief Contract Description: School Crossing Guard services for 61 locations.

Company Name: City of Newport Beach Telephone Number: 949 644 3744

Contact Name: Spencer Arnold Contract Amount: \$91,000.00

Email: sarnold@newportbeachea.gov

Address: 870 Santa Barbara Drive, Newport Beach, CA 92660

Brief Contract Description: School Crossing Guard services for 10 locations.

Company Name: City of Huntington Beach Telephone Number: 714 374 1534

Contact Name: David Dereszynski Contract Amount: 1,164,000.00

Address: 2000 Main Street, Huntington Beach, CA 92648

Email: ddereszynski@hbpd.org

Brief Contract Description: School Crossing Guard services for 31 locations

Company Name: City of Santa Ana Telephone Number: 714 245 8200

Contact Name: Matthew Wharton Contract Amount: \$895,000.00

Email: mwharton@santa-ana.org

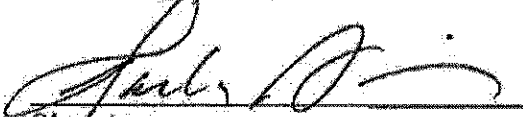
Address: 60 Civic Center Drive, Santa Ana, CA 92702

Brief Contract Description: School Crossing Guard services for 70 locations.

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 **RFP No. 19-09 SCHOOL CROSSING GUARD SERVICES** at any time after **MARCH 20, 2019.**


Signature

Date: 4/2/19

Harlan Sims

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **MARCH 20, 2019** with a City Councilmember concerning **RFP No. 19-09 SCHOOL CROSSING GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

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

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.

EXHIBIT C
FEE SCHEDULE

City of Costa Mesa
RFP No. 19-09
SCHOOL CROSSING GUARD SERVICES

Without Professional Liability

Year 1 Not to Exceed \$180,485.00
Year 2 Not to Exceed \$194,950.00
Year 3 Not to Exceed \$210,891.00
3 Year Total Lump Sum Fee \$586,326.00

With Professional Liability

Year 1 Not to Exceed \$182,729.00
Year 2 Not to Exceed \$197,312.00
Year 3 Not to Exceed \$213,489.00
3 Year Total Lump Sum Fee \$593,530.00

Year 1: 2019/2020 School Year				
Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$18.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$18.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$18.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$18.38
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$18.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
7	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$18.38
9	Paularino Elementary	Coolridge/Paularino	1.75	\$18.38
10	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
11	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
12	Rea Elementary	Hamilton/Meyer	2	\$18.38
13	Victoria Elementary	America/Victoria	1.5	\$18.38
14	Wilson Elementary	Placentia/Wilson	1.75	\$18.00
15	Wilson Elementary	Placentia/Wilson	1.75	\$18.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$18.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$18.38
18	Woodland Elementary	21st/Garden	1.92	\$18.38
Year 1: 2019/2020 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$30.57
Year 1: 2019/2020 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$30.95
Total Annual Hours				5,904
Year 1: 2019/2020 School Year Not to Exceed Total w/out Professional Liability Insurance				\$180,485.00
Year 1: 2019/2020 School Year Not to Exceed Total WITH Professional Liability Insurance				\$182,729.00

Year 2: 2020/2021 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$19.50
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$19.50
3	Kaiser Elementary	21st/Santa Ana	1.67	\$19.88
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$19.88
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$19.88
6	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
7	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$19.88
9	Paularino Elementary	Coolridge/Paularino	1.75	\$19.88
10	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
11	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
12	Rea Elementary	Hamilton/Meyer	2	\$19.88
13	Victoria Elementary	America/Victoria	1.5	\$19.88
14	Wilson Elementary	Placentia/Wilson	1.75	\$19.50
15	Wilson Elementary	Placentia/Wilson	1.75	\$19.88
16	Whittier Elementary	Placentia/West 18th	1.75	\$19.50
17	Whittier Elementary	Monrovia/West 18th	1.5	\$19.88
18	Woodland Elementary	21st/Garden	1.92	\$19.88
Year 2: 2020/2021 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$33.02
Year 2: 2020/2021 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$33.42
Total Annual Hours				5,904
Year 2: 2020/2021 School Year Not to Exceed Total w/out Professional Liability Insurance				\$194,950.00
Year 2: 2020/2021 School Year Not to Exceed Total WITH Professional Liability Insurance				\$197,312.00

Year 3: 2021/2022 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	Califorinia Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$21.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$21.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$21.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$21.38
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$21.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$21.00
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15	Wilson Elementary	Placentia/Wilson	1.75	\$21.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$21.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$21.38
18	Woodland Elementary	21st/Garden	1.92	\$21.38
Year 3: 2021/2022 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$35.72
Year 3: 2021/2022 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$36.16
Total Annual Hours				5,904
Year 3: 2021/2022 School Year Not to Exceed Total w/out Professional Liability Insurance				\$210,891.00
Year 3: 2021/2022 School Year Not to Exceed Total WITH Professional Liability Insurance				\$213,489.00

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knight Insurance Services 535 North Brand Boulevard Suite 1000 Glendale CA 91203	CONTACT NAME: Certificate Desk PHONE (A/C, No, Ext): (818) 662-4200 E-MAIL ADDRESS: Certs@KnightIns.net FAX (A/C, No): (818) 662-9312														
INSURED All City Management Services Inc 10440 Pioneer Blvd # 5 Santa Fe Springs CA 90670	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Landmark American Insurance Company</td><td>33138</td></tr><tr><td>INSURER B: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER C: Allied World National Assurance Co.</td><td>10690</td></tr><tr><td>INSURER D: Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Landmark American Insurance Company	33138	INSURER B: Everest Indemnity Insurance Co.	10851	INSURER C: Allied World National Assurance Co.	10690	INSURER D: Houston Casualty Company	42374	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 19/20 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		LHA140537	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CF1CA00167-191	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			1st Layer (Primary) 0311-8404	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Not Applicable			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability \$0 Retention			2nd Layer (Secondary) H19XC50744-02	5/1/2019	5/1/2020	Each Occurrence In Excess of \$5,000,000 Occ \$3M Primary Limit \$5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects General Liability and required by written contract; Certificate Holder is named as additional insured. Insurance is Primary & Non-Contributory. Waiver of Subrogation applicable. Sexual Abuse & Molestation not excluded with respects to General Liability. Auto Liability Additional Insured included as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Costa Mesa PO BOX 1200 Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Manny Mashhoud/NYSGAL
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) TO WHOM OR TO WHICH YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A WRITTEN PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 5/1/2019
forms part of Policy Number LHA140537
issued to All City Management Services Inc
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI – PRIMARY NON-CONTRIBUTORY – WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Blanket Additional Insureds - As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or, to the extent applicable under the Coverage Part to which this endorsement applies, the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- 1) The additional insured is a Named Insured under such other insurance;
- 2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- 3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

All other terms and conditions of this policy remain unchanged.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1326

Meeting Date: 8/1/2023

TITLE:

APPEAL OF PLANNING APPLICATION 22-04 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115 (FROM THE EARTH)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT /
PLANNING DIVISION

PRESENTED BY: MICHELLE HALLIGAN, CONTRACT PLANNER

CONTACT INFORMATION: MICHELLE HALLIGAN, CONTRACT PLANNER, (714) 754-5608

RECOMMENDATION:

Staff recommends the City Council:

1. Uphold the Planning Commission's decision and adopt a Resolution to deny Planning Application 22-04; or
2. Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-04, subject to City Council findings and conditions of approval.



Agenda Report

Item #: 23-1326

Meeting Date: 8/01/2023

TITLE: APPEAL OF PLANNING APPLICATION 22-04 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115 (FROM THE EARTH)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT / PLANNING DIVISION

PRESENTED BY: MICHELLE HALLIGAN, CONTRACT PLANNER

CONTACT INFORMATION: MICHELLE HALLIGAN, CONTRACT PLANNER, (714) 754-5608

RECOMMENDATION:

Staff recommends the City Council:

1. Uphold the Planning Commission's decision and adopt a Resolution to deny Planning Application 22-04; or
2. Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-04, subject to City Council findings and conditions of approval.

APPLICANT OR AUTHORIZED AGENT:

The authorized agent is Dan Zaharoni on behalf of DBO Investments CM dba From the Earth, and the property owner, Tri-Harmony Properties, LLC.

BACKGROUND:

Project Site / Environs

The subject property is located at 2790 Harbor Boulevard, Suites 107, 109, and 115. The property is bounded by Harbor Boulevard to the west, Adams Avenue to the north, and Peterson Place to the east. The site is zoned C1 (Local Business District) and is surrounded by commercially-zoned properties (C1 and C2, General Business District) and a residentially-zoned property across Peterson Place (R3 – Multi-Family Residential High Density and R3 – Multiple Family Residential District). The site has a General Plan Land Use Designation of General Commercial.

Existing development on the subject property consists of a 24,603-square-foot, three-story multi-tenant commercial building. The subject property shares a surface parking lot with the adjacent commercially zoned properties at 2706, 2710, 2730, and 2750 Harbor Boulevard. Vehicular access is provided to these properties by multiple driveways, including two along Harbor Boulevard, one along Adams Avenue, and three along Peterson Place.

Application Request

The applicant requests a Conditional Use Permit (CUP) to establish "From the Earth," a retail cannabis storefront business with delivery. The proposed storefront would occupy three contiguous first floor suites totaling 2,157 square feet (Suites 107, 109, and 115). The combined suites have frontage on both Harbor Boulevard and Adams Avenue. The proposed hours of operation are 9 AM to 9 PM, seven days a week.

Planning Commission Denial

The application was heard by the Planning Commission on May 22, 2023. After receiving staff's presentation, the Planning Commission asked staff questions and then opened the public hearing. During the public hearing, the applicant provided a PowerPoint presentation and the Planning Commission subsequently asked the applicant questions. The Planning Commission then opened the public hearing and considered public comment.

Public Comment

During the public hearing, approximately ten members of the public spoke in opposition to the project, expressing concerns regarding retail cannabis operations at this location, and displacement of the existing Beauty Salon that currently occupies Suite 115. One member of the public spoke in support of the application. In addition, the Planning Commission considered written public comments. The applicant provided three letters of support that were attached to the staff report as part of the Applicant Letter. Two comment letters were also submitted to the City prior to the Planning Commission hearing, one in opposition to the proposed use and one that requested adding several conditions of approval (see Attachment 6 – Planning Commission Public Comments).

Decision

After considering public comment and closing the public hearing, the Planning Commission voiced specific concerns in regard to non-compliance with the Conditional Use Permit required findings [CMMC Section 13-29 (g)(2)(b)] in that: (1) during the public hearing, the applicant presented (both verbally and in presentation form) that the cannabis use would associate with a local youth sporting organization, and the Commission believed that this constituted a conflict with the health, safety and general welfare of the public by associating a business that specializes in the sale of cannabis with the City's youth population; and (2) the Commission raised a concern that the proposed new business operation would result in a currently operating business (Angel's Beauty Salon) to cease operation at its existing location. When the Planning Commission requested clarification about the status of the existing business during the public hearing, the applicant was unclear of the existing business' future status. The Commission further indicated that granting the Conditional Use Permit would not be consistent with General Plan Land Use Element Policy LU-6.7, to "Encourage new and retain existing businesses that provide local shopping and services", in that an existing business would not be retained as a result of the proposed new business.

After careful consideration, the Planning Commission Chairman made a motion which was seconded by the Vice-Chairman to continue the item to investigate further the Planning Commission's aforementioned concerns prior to making a final decision. However, that motion failed and an alternative motion was made for denial of the project. The application was denied on a five to two vote.

The final denial Resolution reflecting the May 22, 2023 Planning Commission action is provided as Attachment 4 to this report. The meeting minutes and public comments considered by the Planning Commission are provided as Attachment 5 and Attachment 6, respectively.

Links to the staff report and meeting video for the May 22, 2023 Planning Commission hearing are provided below:

- Staff Report & Attachments –
<https://costamesa.legistar.com/LegislationDetail.aspx?ID=6214490&GUID=729E7C3B-A5BD-480D-9590-5A06C301479F>
- Video –
https://costamesa.granicus.com/player/clip/3995?view_id=14&redirect=true&h=4da1bd57d4293cb8a9aad3a18ccf31c7

Appeal of Planning Commission's Decision to Deny the Application

On May 30, 2023, an appeal of Planning Commission's denial of the project was filed by Dan Zaharoni, an owner of the proposed cannabis establishment. The appeal application and supplemental information is included as Attachment 3 to this report

ANALYSIS:

Pursuant to CMMC Section 13-10(i)(2)(c), the Planning Commission has the authority to "approve, conditionally approve or deny applications for conditional use permits..." Additionally and pursuant to CMMC Sections 13-28(B) and 13-200.93(c)(1), subject to the approval of the Planning Commission, a CUP is required for the establishment of cannabis retail storefronts in a commercial zone. All cannabis operators in Costa Mesa are required to obtain a Conditional Use Permit (CUP). As defined in the CMMC, a CUP is "a discretionary approval usually granted by the Planning Commission which allows a use or activity not allowed as a matter of right, based on specified findings". Unlike uses that are listed in the CMMC that are permitted "by-right", a use that requires a CUP necessitates the Planning Commission to use their collective judgment to determine whether a proposed project meets the required CUP findings and should be approved.

Required CUP Findings

CMMC Title 13, Section 13-29(g), requires that the Planning Commission consider and make the following specific findings in conjunction with a CUP review:

- *The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area;*
- *Granting the conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood; and*
- *Granting the conditional use permit will not allow a use, density or intensity which is not in*

accordance with the General Plan designation and any applicable specific plan for the property.

If all of the above findings cannot be made, the Planning Commission is obligated to deny the request. In this case, the Planning Commission determined that they could not make two of the required Conditional Use Permit findings. Specifically, the Planning Commission could not make the finding that granting the conditional use permit would not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood, and granting the conditional use permit would not allow a use, density or intensity which is not in accordance with the General Plan designation and any applicable specific plan for the property.

Issued Raised In The Appeal

The applicant submitted an appeal of the Planning Commission decision to deny the application (refer to Attachment 3). In summary, the applicant (appellant) has stated four reasons for the appeal, which include: (1) that the Beauty Salon is on a month-to-month lease and has no right to stay beyond 30 days; (2) that one of the Commissioners had an impermissible conflict of interest; (3) that one of the Commissioners had a personal relationship with the Beauty Salon which was not disclosed and that Commissioner should have recused himself; and (4) the basis of the Planning Commission denying the application because of the applicant's association with the City's youth organization is not an appropriate basis for denial.

It should be noted after receiving the appeal application which indicated the existing Beauty Salon had a new lease arrangement, staff requested more information from the applicant. On Wednesday, June 28, 2023, the property owner provided a relocation and lease extension agreement that allows the existing Salon to relocate to another first-floor space at the subject property for a five-year term. The applicant did not provide this information previously because the relocation and lease extension agreement was not signed until June 28, 2023. However, the Council may consider this information in their "de novo" review of the application.

City Council "De Novo" Hearing

Pursuant to CMMC Title 2, Chapter 9, Appeal and Review Procedures, the City Council shall conduct a new or "de novo" review of the matter being appealed. The City Council may exercise its independent judgment and discretion in making a decision, and the appeal hearing is not limited to the grounds stated for the appeal or the evidence that was previously presented to the Planning Commission. Nevertheless, there shall be a presumption that the decision made by the Planning Commission was reasonable, valid, and not an abuse of discretion; and the appellant shall have the burden of proof of demonstrating otherwise by a preponderance of the evidence presented. The City Council's decision on the matter is the final decision.

ENVIRONMENTAL DETERMINATION:

Per CEQA Guidelines Section 15270(a), CEQA does not apply to projects which a public agency rejects or disapproves. However, if the City Council desires to approve the proposed use, the project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing use. This project site contains an existing commercial building that has been used for commercial activities and the application does not propose an increase in floor area. The project also

complies with all applicable business operational standards of Title 9 and 13 of the CMMC. Furthermore, none of the exceptions that bar the application from a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. Specifically, the project would not result in a significant cumulative impact; would not have a significant effect on the environment due to unusual circumstances; would not result in damage to scenic resources; is not located on a hazardous site or location; and would not impact any historic resources.

ALTERNATIVES:

The City Council has the following alternatives:

1. *Deny the request.* The City Council may uphold the Planning Commission's decision and adopt a Resolution to deny the request (refer to Attachment 1);
2. *Approve the request, subject to conditions of approval.* The City Council may overturn the Planning Commission's decision and approve the request subject to findings as identified by the City Council. A Resolution for approval is provided as Attachment 2 and includes staff recommended conditions of approval;
3. *Remand the request back to the Planning Commission.*

FISCAL REVIEW:

There are no fiscal impacts to the City's General Fund with this agenda item.

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to Title 13, Section 13-29(d), of the Costa Mesa Municipal Code, three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. **Mailed notice.** A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site. The required notice radius is measured from the external boundaries of the property. (See attached Notification Radius Map.)
2. **On-site posting.** A public notice was posted on each street frontage of the project site.
3. **Newspaper publication.** A public notice was published once in the Daily Pilot newspaper.

As of the date this report was completed, no written public comments were received in response to the City Council hearing notice. Any additional public comments received prior to the August 1, 2023 City Council meeting will be provided separately.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

The proposed use is a cannabis storefront business with delivery that would be located at 2790 Harbor Boulevard, Suites 107, 109, and 115. The application was denied by the City's Planning Commission on the basis that it could not make the required findings for granting a Conditional Use Permit. Subsequently, the applicant appealed that decision and provided supplemental information.

The City Council's review of the application is "de novo". Staff recommends that the City Council uphold the Planning Commission's decision and adopt a Resolution to deny the request; or overturn the Planning Commission's decision and adopt a Resolution to approve the request, subject to findings and conditions of approval.

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, TO UPHOLD THE PLANNING COMMISSION'S DECISION AND DENY PLANNING APPLICATION 22-04 FOR A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY LOCATED AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115 (FROM THE EARTH)

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

WHEREAS, Planning Application 22-04 was filed by Dan Zaharoni representing DBO Investments CM, LLC, the authorized agent for the property owner, Tri-Harmony Properties, LLC, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail and cannabis delivery business within an existing 2,157-square-foot first floor commercial space within a multiple-tenant commercial building located at 2790 Harbor Boulevard (Suites 107, 109 and 115). The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite and through delivery, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on May 22, 2023 with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 5-2 vote;

WHEREAS, an appeal of the Planning Commission's denial of the project was filed on May 30, 2023;

WHEREAS, a duly noticed public hearing was held by the City Council on August 1, 2023 with all persons having the opportunity to speak for and against the appeal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of CEQA per CEQA Guidelines Section 15270(a) in that CEQA does not apply to projects which a public agency rejects or disapproves;

NOW, THEREFORE, based on evidence in the record and the findings contained in Exhibit A, the City Council hereby upholds the decision of the Planning Commission to DENY Planning Application 22-04.

PASSED AND ADOPTED this 1st day of August, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 1st day of August 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 August 2023.

Brenda Green, City Clerk

EXHIBIT A

FINDINGS

- A. Pursuant to CMMC Section 13-29(g), when granting approval of an application for a conditional use permit, the Planning Commission shall find that based on the evidence presented in the record, the proposed project substantially meets the Costa Mesa Municipal Code Conditional Use Permit required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would operate in a manner that would comply with all of the requirements of Section 13-29(g)(2), therefore, the Planning Commission was unable to make the required findings to approve the proposed use.

During the May 22, 2023 public hearing, the Planning Commission voiced specific concerns in regard to non-compliance with the Conditional Use Permit required findings in that: (1) during the public hearing, the applicant presented (both verbally and in presentation form) that the cannabis use would associate with a local youth sporting organization, and the Commission believed that this constituted a conflict with the health, safety and general welfare of the public by associating a business that specializes in the sale of cannabis with the City's youth population; and (2) the Commission raised a concern that the proposed new business operation would result in a currently operating business (Angel's Beauty Salon) to cease operation at its existing location. When the Planning Commission requested clarification about the status of the existing business during the public hearing, the applicant was unclear of the existing business' future status. The Commission further indicated that granting the conditional use permit would not be consistent with General Plan Land Use Element Policy LU-6.7, to "Encourage new and retain existing businesses that provide local shopping and services", in that an existing business would not be retained as a result of the proposed new business.

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, TO OVERTURN THE PLANNING COMMISSION'S DECISION AND APPROVE PLANNING APPLICATION 22-04 FOR A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY LOCATED AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115 (FROM THE EARTH)

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

WHEREAS, Planning Application 22-04 was filed by Dan Zaharoni representing DBO Investments CM, LLC, the authorized agent for the property owner, Tri-Harmony Properties, LLC, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail and cannabis delivery business within an existing 2,157-square-foot first floor commercial space within a multiple-tenant commercial building located at 2790 Harbor Boulevard (Suites 107, 109 and 115). The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite and through delivery, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on May 22, 2023 with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 5-2 vote;

WHEREAS, an appeal of the Planning Commission's denial of the project was filed on May 30, 2023;

WHEREAS, a duly noticed public hearing was held by the City Council on August 1, 2023 with all persons having the opportunity to speak for and against the appeal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of CEQA per Section 15301 (Class 1), for Existing Facilities;

NOW, THEREFORE, based on evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit B, the City Council hereby overturns the decision of the Planning Commission and APPROVES Planning Application 22-04.

PASSED AND ADOPTED this 1st day of August, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 1st day of August 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 August 2023.

Brenda Green, City Clerk

EXHIBIT A

FINDINGS

- A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit, the review authority shall find that the evidence presented in the administrative record substantially meets required findings. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(2), as indicated below:

Finding: *The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.*

Facts in Support of Finding: [to be provided]

Finding: *Granting the conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.*

Facts in Support of Finding: [to be provided]

Finding: *Granting the conditional use permit will not allow a use, density or intensity which is not in accordance with the General Plan designation and any applicable specific plan for the property.*

Facts in Support of Finding: [to be provided]

- B. The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing or prior use. This project site contains an existing commercial building that has been used continuously for commercial activities. The application does not propose an increase in commercial floor area or otherwise expand the prior commercial use. The project is consistent with the applicable General Plan land use designation and policies as well as with the applicable zoning designation and regulations. Furthermore, none of the exceptions that bar the application of a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. Specifically, the project would not result in a cumulative impact; would not have a significant effect on the environment due to unusual circumstances; would not result in damage to scenic resources; is not located on a hazardous site or location; and would not impact any historic resources.
- C. The project is subject to a traffic impact fee, pursuant to Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT B

CONDITIONS OF APPROVAL

General

- Plng. 1. The use of this property as a cannabis storefront business shall comply with the approved plans and terms described in the resolution, these conditions of approval, and applicable sections of the Costa Mesa Municipal Code (CMMC). The City Council or Planning Commission may modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
2. Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued. A time extension can be requested no less than 30 days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k) (6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.
3. No person may engage in any cannabis business or in any cannabis activity within the City including delivery or sale of cannabis or a cannabis product unless the person:
- a. Has a valid Cannabis Business Permit from the City;
 - b. Has paid all Cannabis Business Permit and all application fees and deposits established by resolution of the City Council, including annual Community Improvement Division inspection deposits;
 - c. Has obtained all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to operate;
 - d. Has obtained a City business license pursuant to Chapter I of the Municipal Code;
 - e. Is in compliance with all requirements of the Community Improvement Division regarding the property;
 - f. Has obtained any and all licenses required by State law and/or regulations; and
 - g. Has satisfied all CUP conditions of approval.

4. Any change in the operational characteristics of the use shall be subject to Planning Division review and may require an amendment to the Conditional Use Permit, subject to either Zoning Administrator, Planning Commission or City Council approval, depending on the nature of the proposed change.
5. No cultivation of cannabis is allowed anywhere on the premises.
6. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
7. Except for operations allowed by this Conditional Use Permit and under an active Cannabis Business Permit and State Type 10 license, no permit holder or any of its employees shall sell, distribute, furnish, and/or otherwise provide any cannabis or cannabis product to any person, firm, corporation, group or any other entity, unless that person or entity is a lawful, bona fide customer, or it possesses all currently valid permits and/or licenses required by both the State of California and applicable local governmental entity to lawfully receive such cannabis and to engage in a "cannabis activity" as defined by Costa Mesa Municipal Code sec. 9-485. The permit holder shall verify that the recipient, regardless of where it is located, of any cannabis or cannabis product sold, distributed, furnished, and/or otherwise provided by or on behalf of the permit holder, possesses all required permits and/or licenses therefor.
8. The applicant, the property owner and the operator (collectively referred to as "indemnitors") shall each jointly and severally defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of City's approval of the project, including but not limited to any proceeding under the California Environmental Quality Act. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the indemnitors' joint and several obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section.
9. If any section, division, sentence, clause, phrase or portion of this approval is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.
10. The use shall operate in accordance with the approved Security Plan. Any changes to the Security Plan must be submitted to the Planning Division with

a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.

11. A parking and security management plan, including techniques described in Operational Condition of Approval No. 7, must be approved by the Director of Economic and Development Services or designee prior to any grand opening or other high volume event on the subject property.
- Bldg. 12. Development shall comply with the requirements of the following adopted codes: 2022 California Residential Code, 2022 California Building Code, 2022 California Electrical Code, 2022 California Mechanical Code, 2022 California Plumbing Code, 2022 California Green Building Standards Code and 2022 California Energy Code (or the applicable adopted, California Residential Code, California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2022 California Building Code.
- CBP 13. The operator shall maintain a valid Cannabis Business Permit and a valid Business License at all times. The Cannabis Business Permit application number associated with this address is MQ-21-40 Upon issuance, the Cannabis Business Permit will be valid for a two-year period and must be renewed with the City prior to its expiration date, including the payment of permit renewal fees. No more than one Cannabis Business Permit may be issued to this property.
14. The use shall operate in accordance with the approved Business Plan. Any changes to the Business Plan must be submitted to the Planning Division with a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.
15. A Cannabis Business Permit may be revoked upon a hearing by the Director of Economic and Development Services or designee pursuant to Section 9-120 of the CMMC for failing to comply with the terms of the permit, the applicable provisions of the CMMC, State law or regulation and/or any condition of any other permit issued pursuant to this code. Revocation of the Cannabis Business Permit shall trigger the City's proceedings to revoke the Conditional Use Permit and its amendments. The Conditional Use Permit granted herein shall not be construed to allow any subsequent owner/operator to continue operating under PA-22-04# until a valid new Cannabis Business Permit is received from the City of Costa Mesa.
16. A change in ownership affecting an interest of 51 or more percent, or an incremental change in ownership that will result in a change of 51 or more percent over a three year period, shall require submittal and approval of a

- new Cannabis Business Permit. A change in ownership that affects an interest of less than 51 percent shall require approval of a minor modification to the Cannabis Business Permit.
- State
17. The business must obtain any and all licenses required by State law and/or regulation prior to engaging in any cannabis activity at the property.
 18. The applicant shall obtain State License Type 10 prior to operating. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
 19. Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a cannabis business to operate within the City. This Conditional Use Permit will expire and be of no further force and effect if any State issued license remains suspended for a period exceeding six (6) months. Documentation of three violations during routine inspections or investigations of complaints shall result in the Community Improvement Division scheduling a hearing before the Director of Development Services to consider revocation of the Cannabis Business Permit.
 20. Third parties are prohibited from providing delivery services for non-storefront retail.
 21. Persons under the age of twenty-one (21) years shall not be allowed on the premises of this business, except as otherwise specifically provided for by state law and CMMC Section 9-495(h)(6). It shall be unlawful and a violation of this CUP for the owner/operator to employ any person who is not at least twenty-one (21) years of age.
- PD
22. Every manager, supervisor, employee or volunteer of the cannabis business must submit fingerprints and other information specified on the Cannabis Business Permit for a background check by the Costa Mesa Police Department to verify that person's criminal history. No employee or volunteer may commence paid or unpaid work for the business until the background checks have been approved. No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past 7 years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code sections 1203.4, 1000 or 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance.
- CID
23. Should any employee, volunteer or other person who possesses an identification badge be terminated or cease their employment with the

business, the applicant shall return such identification badge to the City of Costa Mesa Community Improvement Division within 24 hours, not including weekends and holidays.

24. The property owner and applicant shall use “Crime Prevention Through Environmental Design” techniques to reduce opportunities for crime, loitering and encampments on the property as deemed appropriate by the Community Improvement Manager and Director of Economic and Development Services.
- Finance 25. This business operator shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under State and local law. This business operator shall cooperate with the City with respect to any reasonable request to audit the cannabis business’ books and records for the purpose of verifying compliance with the CMMC and this CUP, including but not limited to a verification of the amount of taxes required to be paid during any period.
26. The following records and recordkeeping shall be maintained/conducted:
 - a. The owner/operator of this cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis, or at any time upon reasonable request of the City, the owner/operator shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
 - b. The owner/operator shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this condition shall be provided to the City Manager upon a reasonable request.
 - c. The owner/operator shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the retail sale process. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA), the owner/operator shall allow City officials to have access to the business’s books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City’s request, unless otherwise stipulated by the City.
 - d. The owner/operator shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including,

but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The owner/operator shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designees.

- Insp.
27. The City Manager or designees may enter this business at any time during the hours of operation without notice, and inspect the location of this business as well as any recordings and records required to be maintained pursuant to Title 9, Chapter VI or under applicable provisions of State law. If the any areas are deemed by the City Manager or designee to be not accessible during an inspection, not providing such access is cause for the City to begin a cannabis business permit (CBP) and/or conditional use permit (CUP) and/or business license revocation process as prescribed by the applicable Municipal Code revocation procedures.
 28. The applicant will pay for the inspections according to the adopted Fee Schedule.
 29. Quarterly Fire & Life Safety Inspections will be conducted by the Community Risk Reduction Division to verify compliance with the approved operation. The applicant will pay for the inspection according to the Additional Required Inspections as adopted in the Fee Schedule.
 30. Annual Fire & Life Safety Inspections will be conducted by the Fire Station Crew for emergency response pre-planning and site access familiarization. The applicant will pay for the inspection according to the adopted Fee Schedule.
 31. Pursuant to Title 9, Chapter VI, it is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law.

Prior to Issuance of Building Permits

1. Plans shall be prepared, stamped and signed by a California licensed Architect or Engineer.
2. The conditions of approval and ordinance or code provisions of Planning Application 22-04 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
3. Prior to the Building Division issuing a demolition permit, the applicant shall contact the South Coast Air Quality Management District (AQMD) located at:

21865 Copley Dr.
Diamond Bar, CA 91765-4178
Tel: 909- 396-2000

Or visit its website:

<http://www.costamesaca.gov/modules/showdocument.aspx?documentid=23381>.

The Building Division will not issue a demolition permit until an

Identification Number is provided by AQMD.

4. Odor control devices and techniques shall be incorporated to ensure that odors from cannabis are not detected outside the subject suites, outside the building, nor anywhere on adjacent property or public rights-of-way. Building and mechanical permits must be obtained from the Building Division prior to work commencing on any part of the odor control system.
5. Plan check submittal shall include air quality/odor control device specification sheets, improving the trash enclosure, adding bike racks, and parking space design and striping in conformance with CMMC and Transportation Division requirements.
6. No signage shall be installed until the owner/operator or its designated contractor has obtained permits required from the City. Business identification signage shall be limited to that needed for identification only. Business identification signage shall not include any references to cannabis, whether in words or symbols. All signs shall comply with the CMMC.
7. The plans and business operator shall comply with the requirements of the applicable California Fire Code, including any referenced standards as amended by the City of Costa Mesa.
8. The Traffic Impact Fee as calculated by the Transportation Services Division shall be paid in full.
9. Construction documents shall include a temporary security lighting exhibit to ensure the site is secured during construction and to discourage crime, vandalism, and illegal encampments.
10. The applicant shall submit a lighting plan to the Planning Division for review and approval. The lighting plan shall show locations of all security lighting. As determined by the Director of Economic and Development Services or their designee, a photometric study may be required to demonstrate compliance with the following: (a) lighting levels on the property including the parking lot shall be adequate for safety and security purposes (generally, at least 1.0 foot candle), (b) lighting design and layout shall minimize light spill at the adjacent residential property line and at other light-sensitive uses (generally, no more than 0.5-footcandle at the property line), and (c) glare shields may be required to prevent light spill.

Prior to Issuance of a Certificate of Use/Occupancy

1. The operator, contractors, and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final occupancy and utility releases will not be granted until all such licenses have been obtained.

Prior to Issuance of Cannabis Business Permit

1. The applicant shall contact the Planning Division for a facility inspection and provide a matrix of conditions of approval explaining how each was met prior to issuance of a Cannabis Business Permit.
2. The applicant shall pay the public notice fee (\$1 per notice post card) and the newspaper ad publishing cost.
3. The final Security Plan shall be consistent with the approved building plans.
4. Each entrance to the business shall be visibly posted with a clear and legible notice stating the following:
 - a. That smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited;
 - b. That no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business unless the business holds a retail medical cannabis license (M-license) issued by the state;
 - c. That loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises is prohibited; and
 - d. The premise is a licensed cannabis operation approved by the City of Costa Mesa. The City may also issue a window/door sticker, which shall be visibly posted.
5. The owner/operator shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance and comprehensive automotive liability insurance protecting the permittee in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than two million dollars (\$2,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an insurance provider admitted and authorized to do business in California and shall be rated at least A-:viii in A.M. Best & Company's Insurance Guide. Such policies of insurance shall be endorsed to name the City of Costa Mesa as an additional insured. Proof of said insurance must be provided to the Planning Division before the business commences operations. Any changes to the insurance policy must be submitted to the Planning Division within 10 days of the date the change is effective.
6. The applicant shall submit an executed Retail Cannabis Business Permit Defense and Indemnity Agreement on a form to be provided by the City.
7. The applicant shall post signs directing the use of consideration such as no loud voices, loud music, revving car engines, etc. The location and language of the parking lot signs shall be reviewed and approved by the Planning Division prior to installation.

Operational Conditions

1. No product/vendor deliveries to the facility shall occur after 10:00 PM and before 7:00 AM.
2. Onsite sales and delivery to customers is limited to the hours between 9:00 AM and 9:00 PM.
3. The applicant shall submit an updated delivery vehicle list each quarter with the quarterly update to the employee roster which is required pursuant to the CBP. The number of delivery vehicles parked onsite shall not exceed the number of available onsite parking spaces. Delivery vehicles shall not be parked on City streets.
4. At least one security guard shall be onsite at all times.
5. The operator shall maintain free of litter all areas of the property under which applicant has control.
6. The use shall be conducted, at all times, in a manner that will allow the quiet enjoyment of the surrounding neighborhood. The operator shall institute appropriate security and operational measures as necessary to comply with this requirement.
7. If parking shortages or other parking-related problems develop, the business owner or operator will be required to institute appropriate operational measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services or designee. Temporary or permanent parking management strategies include, but are not limited to, reducing operating hours of the business, hiring an additional employee trained in traffic control to monitor parking lot use and assist with customer parking lot circulation, and incentivizing online and phone orders.
8. While working, employees shall not park on residential streets unless doing so temporarily to make a cannabis delivery.
9. All employees must wear an identification badge while on the premises of the business, in a format prescribed by the City Manager or designee. When on the premises, badges must be clearly visible and worn on outermost clothing and above the waist in a visible location.
10. The operator shall ensure that all vehicles are properly maintained, all delivery drivers have a good driving record, and each driver conducts a visual inspection of the vehicle at the beginning of each shift.
11. The operator shall ensure that deliveries are grouped to minimize total vehicle trips.
12. During each delivery stop, the delivery vehicle shall be parked in a safe manner (i.e., not impeding traffic circulation), the engine shall be turned off and the vehicle shall be locked.
13. Delivery/vendor vehicle loading and unloading shall only take place within direct unobstructed view of surveillance cameras, located in close proximity to the vendor entry door, as shown on an exhibit approved by the Director of Economic and Development Services or designee. No loading and unloading of cannabis products into or from the vehicles shall take place outside of camera view. The security guard shall monitor all on-site loading and unloading of vehicles. Video surveillance cameras shall be installed on the

exterior of the building with direct views of the vendor entry door and the entire parking lot. Any modifications or additional vehicle loading and unloading areas shall be submitted to the Director of Economic and Development Services or designee for approval. Cannabis products must be transported in secured containers between the licensed premise and delivery/distribution vehicles.

14. Delivery/vendor vehicle standing, loading and unloading shall be conducted so as not to interfere with normal use of streets, sidewalks, driveways and on-site parking.
15. The sale, dispensing, or consumption of alcoholic beverages on or about the premises is prohibited.
16. No outdoor storage or display of cannabis or cannabis products is permitted at any time.
17. Cannabis shall not be consumed on the property at any time, in any form.
18. The owner/operator shall prohibit loitering on and within fifty (50) feet of the property.
19. No cannabis or cannabis products, or graphics depicting cannabis or cannabis products, shall be visible from the exterior of the property, or on any of the vehicles owned or used as part of the cannabis business.
20. The owner or operator shall maintain air quality/odor control devices by replacing filters on a regular basis, as specified in the manufacturer specifications.
21. If cannabis odor is detected outside the building or suite, the business owner or operator shall institute corrective measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services.
22. Cannabis liquid or solid waste must be made unusable and unrecognizable prior to leaving a secured storage area and shall be disposed of at facility approved to receive such waste.
23. No cannabis products shall be disposed in the onsite trash enclosure. If any damaged or expired cannabis products must be disposed, the owner or operator shall return the damaged or expired cannabis products to the original licensed distributor or vendor and follow all applicable State and City regulations.
24. Each transaction involving the exchange of cannabis goods between the business and consumer shall include the following information: (1) Date and time of transaction; (2) Name and employee number/identification of the employee who processed the sale; (3) List of all cannabis goods purchased including quantity; and (4) Total transaction amount paid.
25. Waste disposal to the exterior trash enclosure shall be limited between the hours of 8 AM and 8 PM to prevent noise impacts to the abutting residential zoned property.
26. A staff person shall be required to periodically monitor the exterior including the parking lot especially during the evening to ensure customers and vendors are using consideration (i.e. abiding by the parking lot signs as conditioned in

Cannabis Business Permit Condition No. 7) when entering or leaving the business.

**City of Costa Mesa**

- ☐ Appeal of Planning Commission Decision:
\$1,220.00 (Tier 1)¹
\$3,825.00 (Tier 2)²
- ☐ Appeal of Non-Planning Commission Decision:
\$690.00 (Tier 1)¹
\$3,825.00 (Tier 2)²

APPLICATION FOR APPEAL OR REVIEW

Applicant Name*

Address

Phone

REQUEST FOR: ☐ **APPEAL** ☐ **REVIEW****

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

Decision by: _____

Reasons for requesting appeal or review:

Date: _____

Signature: _____

*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.

**Review may be requested only by the City Council or City Council Member.

For office use only – do not write below this line

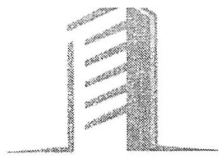
SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:

If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review

Updated April 2020

¹ Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

² Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the site. **256**



HARBOR PLAZA

2790 Harbor Blvd, Costa Mesa, CA 92626

(949) 288-3381

To: Maria Herrera

Date: June 14, 2023

Re: Proposed Relocation and Lease Extension
2790 Harbor Boulevard Suite 103, Costa Mesa, CA 92626

Dear Maria,

Tri-Harmony Properties, LLC, is pleased to submit this *non-binding* letter of intent to lease space in the above referenced location based on the following terms and conditions which shall be included within a mutually acceptable agreement for the tenant referenced hereinbelow.

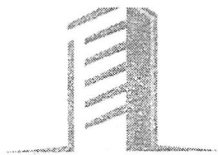
1. **Project:** 2790 Harbor Blvd, Costa Mesa, CA 92626
2. **Landlord:** Tri-Harmony Properties, LLC dba Harbor Plaza
3. **Tenant:** Maria Pilar Herrera, a married woman
4. **Tenant's Trade Name:** Angel's Beauty Salon
5. **Premises:** 2790 Harbor Blvd Ste 103, Costa Mesa, CA 92626. Gross Floor Area: Approximately 720 rentable sf, *pending remeasuring of demised space*.
6. **Intended Use:** The operation of a beauty salon and for no other purpose without Landlord's prior written consent.
7. **Initial Term:** Five (5) Years
8. **Rent:** Base Rent and Pro-Rata Share Charges shall commence on the "Rent Commencement Date" with Landlord's Work substantially completed pursuant to "Landlord's Work" paragraph, in applicable, hereinbelow.

Base Rent:

	<u>Monthly Rent</u>
Year 1	\$[REDACTED]/month
Year 2	\$[REDACTED]/month
Year 3	\$[REDACTED]/month
Year 4	\$[REDACTED]/month
Year 5	\$[REDACTED]/month

Rents above are modified gross. Tenant will be responsible for expenses subject to the following: Tenant will be responsible for insurance on the interior of the Premises; Landlord will be responsible for maintenance of the common areas, with common area charges *included* in the base rent above, although Tenant will reimburse Landlord for *specific pass through expenses* in the Project (the "Project"), Tenant's percentage of common area and pass-through expenses will be based on the relative rentable/leasable square footage in the entire Project;

Tenant will be responsible for all repairs and maintenance of the Premises due to Tenant's



HARBOR PLAZA

2790 Harbor Blvd, Costa Mesa, CA 92626

(949) 288-3381

occupancy and use. Tenant's pro-rata share of property taxes, liability insurance for the building, water utility, and electrical utility.

Pro-rata Share: 3.29% *pending remeasuring of demised space.*

At Landlord's option and cost, electricity and/or water may be submetered near Tenant's space and Tenant shall pay their actual utility usage based on submeter reading, although Landlord shall not charge Tenant more than the utility cost.

9. **Annual Increases:** 3% Annual Increases starting October 1, 2024
10. **Option to Renew:** Tenant shall have one option to renew for five years at fair market rent, to be discussed further in the Landlord's lease form.
11. **Maintenance:** Following the Delivery Date, Landlord shall maintain, at its sole cost and expense, the exterior and structural components of the Premises, including but not limited to the roof, exterior columns, walls, foundation, floor slab, and utility services extending to the service connections within the Premises. Landlord shall maintain the common areas.

Tenant shall contract for and will be responsible for routine maintenance and repair of the HVAC systems. At Landlord's option, Tenant shall use a contractor approved by Landlord, or Landlord will perform maintenance and Tenant shall reimburse Landlord for HVAC maintenance and repair (estimated at \$500.00/year HVAC unit for quarterly maintenance and annual coil clean only). Tenant shall maintain the interior, non-structural improvements in the Premises, including but not limited to, the windows (interior and exterior), window tinting, doors (interior and exterior), interior plumbing, interior electrical, and the interior of the Premises.

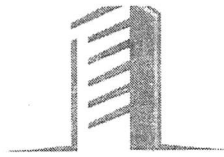
The estimated monthly costs of pass-through expenses is an additional \$0.37/sf of rent per month or \$266.40/month.

Tenant shall pay monthly base rent and estimated pass-through expenses through Zelle or ACH payment to Landlord when rent is due in the amount of \$2,384.05, each month for the first year.

Actual costs shall be reconciled and new estimated costs shall be budgeted annually. If actual costs exceed estimated costs, Tenant shall pay to Landlord the reconciled amount. If actual costs are lower than estimated costs, Landlord, at their option, shall pay the reconciled amount to Tenant or provide a credit rent to Tenant.

To be Further Discussed in Lease

12. **Security Deposit:** Existing Deposit of Twenty Five Hundred US Dollars (\$2,500.00)
13. **Delivery Date:** Tentative Delivery Date shall be October 1, 2023. Landlord, with prior written notice to Tenant, shall have the option to deliver space earlier at no cost to Tenant, or later, on November 1, 2023 at no cost to Tenant.
14. **Rent Commencement Date:** The Latter of October 1, 2023, or the Delivery Date.
15. **Signage:** Landlord shall feature Tenant's Trade name on the 1st floor directory of the building. All



HARBOR PLAZA

2790 Harbor Blvd, Costa Mesa, CA 92626

(949) 288-3381

window signage and channel letter signage shall be at Tenant's cost and shall comply with Landlord's sign program, which shall be further discussed in the lease.

16. Landlord's Work: As-is and Where-Is Condition.

17. Tenant Improvements: Tenant at their sole cost shall perform their own improvements and install trade fixtures pertaining to their business. Any plumbing fixtures, light fixtures, or improvements affixed to the ceiling, walls, or floor of the Premises shall remain the property of the Landlord at the end of the lease. Any improvements shall be performed by a licensed contractor approved by Landlord. At Tenant's cost, reasonable care shall be exercised to maintain and protect against plumbing back-ups and corrosive chemicals expelled in sewer drains as a result of Tenant's use. Plans shall be submit in advance to Landlord for approval prior to construction.

18. Broker and Commissions: Landlord and Tenant agree that no broker is involved in the lease, and no commissions will be owed.

This non-binding letter of intent is intended solely as a preliminary expression of general intent and interest and is to be used for general discussions purposes only; it is neither an offer, nor an acceptance or a contract. The parties hereby agree that this non-binding letter of intent does not create any agreement, obligations, rights, duties, or otherwise by either party to negotiate a lease or other agreement and/or to continue or further discuss or negotiate a lease or any other agreement. Only upon the full and final execution and delivery of an agreement will any obligations attach with respect to the transaction outlined in this non-binding letter of intent. Without limiting the foregoing the parties may: (a) negotiate with other parties with respect to the premises (b) enter into a formal agreement with another party with respect to premises or other real property and any other subject matter of this non-binding letter of intent; (c) propose different or additional terms than those contained in this non-binding letter of intent; and (d) unilaterally terminate all negotiations with the other party at any time with respect to the subject matter of this non-binding letter of intent without liability of any kind whatsoever, and without explanation, cause or reason. Any party who takes any actions in reliance on this non-binding letter of intent does so at their own costs, expense, risk and peril. This non-binding letter of intent shall at all times remain, regardless of statements, writings, conduct, or otherwise, non-binding, unless and until the parties fully execute and deliver a formal lease agreement.

Sincerely,

Jacin Tong
Manager, Harbor Plaza

AGREED AND ACCEPTED this 28th day of June, 2023.

TENANT:

Printed Name: Maria Herrera

Signature:

LANDLORD:

Printed Name: Jacin Tong

Signature:

Page 3

RESOLUTION NO. PC-2023-17**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING PLANNING APPLICATION 22-04 FOR A STOREFRONT RETAIL CANNABIS BUSINESS WITH DELIVERY (FROM THE EARTH) IN THE C1 ZONE AT 2790 HARBOR BOULEVARD, SUITES 107, 109, AND 115**

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

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses in commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses in Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance Nos. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis storefront and non-storefront uses;

WHEREAS, Planning Application 22-04 was filed by Dan Zaharoni representing DBO Investments CM, LLC (d/b/a From The Earth), the authorized agent for the property owner, Tri-Harmony Properties, LLC, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail and cannabis delivery business within an existing 2,157-square-foot first floor commercial space within a multiple-tenant commercial building located at 2790 Harbor Boulevard (Suites 107, 109 and 115). The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite and through delivery, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on May 22, 2023 with all persons having the opportunity to speak for and against the proposal;


WHEREAS pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of CEQA per CEQA Guidelines Section 15301 (Class 1), for Existing Facilities, as described specifically in the staff report;

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

NOW, THEREFORE, based on the evidence in the record and after considering public testimony, the Planning Commission hereby **DENIES** Planning Application 22-04 with respect to the property described above.

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

PASSED AND ADOPTED this 22nd day of May, 2023.



Adam Ereth, Chair
Costa Mesa Planning Commission

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss

CITY OF COSTA MESA)

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2023-17 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on May 22, 2023 by the following votes:

AYES: Andrade, Rojas, Taber, Vivar, Zich

NOES: Ereth, Toler

ABSENT: None

ABSTAIN: None



Scott Drapkin, Secretary
Costa Mesa Planning Commission

Resolution No. PC-2023-17

EXHIBIT A

FINDINGS

- A. Pursuant to CMMC Section 13-29(g), when granting approval of an application for a conditional use permit, the Planning Commission shall find that based on the evidence presented in the record, the proposed project substantially meets the Costa Mesa Municipal Code Conditional Use Permit required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would operate in a manner that would comply with all of the requirements of Section 13-29(g)(2); therefore, the Planning Commission was unable to make the required findings to approve the proposed use.

During the May 22, 2023 public hearing, the Planning Commission stated specific concerns in regard to non-compliance with CMMC Section 13-29 (g)(2)(b) in that: (1) during the public hearing, the applicant presented (both verbally and in presentation form) that the cannabis use would engage via philanthropic activity with a local youth sporting team, and a Commissioner believed that there was direct conflict with the health, safety and general welfare of the public by associating a business that specializes in the sale of cannabis with the City's youth population; and (2) a Commissioner stated concern that the proposed new business operation would result in a currently operating business to cease operation. When the Planning Commission requested clarification about potentially relocating the existing business during the public hearing, the applicant was unclear of the existing business's future. Based on potentially not retaining an existing business, a Commissioner stated that granting the conditional use permit would be materially detrimental to the health, safety and general welfare to property or improvements within the immediate neighborhood. The same Commissioner further indicated that granting the conditional use permit would not be consistent with General Plan Land Use Element Policy LU-6.7, to "Encourage new and retain existing businesses that provide local shopping and services", in that an existing business would not be retained as a result of the proposed new business. After careful consideration, the Planning Commission denied the proposed project on a five to two vote.

UNOFFICIAL UNTIL APPROVED

**MEETING MINUTES OF THE CITY OF
COSTA MESA PLANNING COMMISSION****May 22, 2023****CALL TO ORDER**

The Chair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Commissioner Vivar led the Pledge of Allegiance.

ROLL CALL

Present: Chair Adam Ereth, Vice Chair Russell Toller, Commissioner Angely Andrade Commissioner, Commissioner Jonny Rojas, Commissioner Tim Taber, Commissioner Vivar, Commissioner Jon Zich

Absent: None.

Staff Present: Assistant Director of Development Services Scott Drapkin, Assistant City Attorney Tarquin Preziosi, Assistant Planner Chris Aldana, Contract Planner Michelle Halligan, City Engineer Seung Yang and Recording Secretary Anna Partida

ANNOUNCEMENTS AND PRESENTATIONS:

None.

PUBLIC COMMENTS:

Wendy Simo, spoke on Gym 12 and the sound the gym is producing in the early morning hours.

Phone-in caller, informed the public about the public meeting being held on ourneghborhoodvoiceics.com. to inform the public on an initiative that will be on ballot November 20. She commented on the joint study session between Planning Commission and City Council held the previous week

COMMISSIONER COMMENTS AND SUGGESTIONS:

Commissioner Vivar spoke on parking concerns at cannabis store front grand openings. He spoke on parking requirements.

Commissioner Zich spoke to the comments from commissioner Vivar.

Vice Chair Toler spoke on Love Costa Mesa Day.

CONSENT CALENDAR:

1. APRIL 25, 2022 UNOFFICIAL MEETING MINUTES

2. AUGUST 8, 2022 UNOFFICIAL MEETING MINUTES

Commissioner Vivar made motion to approve minutes as written. Seconded by Chair Ereth.

MOVED/SECOND: Vivar/ Ereth

MOTION: Moves staff recommendations.

The motion carried by the following roll call vote:

Ayes: Ereth, Toler, Rojas Vivar, Zich

Nays: None

Absent: Andrade

Abstained: Taber

Motion carried: 5-1-1

Chair Ereth pulled Consent Calendar item number three for review.

Commissioner Andrade joined meeting at 6:14 p.m.

3. GENERAL PLAN CONFORMITY RESOLUTION FOR THE CITY OF 23-1228 COSTA MESA ONE-YEAR FY 2023-2024 AND FIVE-YEAR FY 2023-2028 CAPITAL IMPROVEMENT PROGRAMS

Discussion ensued on energy and sustainability, climate action plan, Norma Hertzog Center roof replacement, tree planting program, City Council approval, type of metrics used while preparing the budget, active transportation, and westside park development plans.

Chair Ereth made motion to approve Consent Calendar item number three as written. Seconded by Vice Chair Toler.

MOVED/SECOND: Ereth/ Toler

MOTION: Moves staff recommendations.

The motion carried by the following roll call vote:

Ayes: Ereth, Toler, Andrade, Rojas, Taber, Vivar, Zich

Nays: None

Absent: None

Abstained: None

Motion carried: 7-0

ACTION: Planning Commission adopted a Resolution to:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15378 in that the City's Capital Improvement Program is a fiscal planning and budgeting activity, which allows the City to plan for future specific capital improvement projects and does not commit the City to implement any specific project or project design; and
2. Approve the General Plan Conformity Resolution for the City of Costa Mesa one-year FY 2023-2024 and five-year FY 2023-2028 Capital Improvement Program (CIP).

RESOLUTION NO. PC-2023-15 - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDING THAT THE PROPOSED ONE-YEAR FY 2023-2024 AND FIVE-YEAR FY 2023-2028 CAPITAL IMPROVEMENT PROGRAMS ARE IN CONFORMANCE WITH THE CITY OF COSTA MESA 2015-2035 GENERAL PLAN

PUBLIC HEARINGS

1. **PLANNING APPLICATION 22-14 AND TENTATIVE PARCEL MAP 2022-139 FOR A TWO-UNIT RESIDENTIAL SMALL LOT SUBDIVISION DEVELOPMENT AT 185 ROCHESTER STREET**

Project Description: Planning Application 22-14 and Parcel Map 20-04 (Tentative Parcel Map 2022-139) is a request for a residential small lot subdivision to create two parcels and for the construction of two units. The project proposes to subdivide the 6,343-square-foot parcel into two parcels; that are approximately 3,334 and 3,009 square feet. The project includes the demolition of an existing single-family residential unit and the construction of two new-detached single-family dwelling units with attached two-car garages. In addition, the project proposes site improvements including new hardscape and landscaping throughout.

Environmental Determination: The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15315 (Class 15), Minor Division of Land, and Section 15332 (Class 32) In-Fill Development.

No ex-parte communications reported.

Jeffrey Rimando, Assistant Planner, presented the staff report.

Commission and Staff:

Discussion ensued on the proposed subdivision HOA, garage storage space, shared driveway, using garage space as storage, property grading, wall height, open space requirements, historic resource requirements, driveway finishing, and sewage updates.

The Chair opened Public Hearing.

Stephen Chin, applicant representative, stated he read and agreed to the conditions of approval.

Commission, Applicant and Staff:

Discussion ensued on the finished grading of the site, wall height, grass and water conservation.

The Chair opened Public Comments.

PUBLIC COMMENT:

None.

The Chair closed Public Comments.

The Chair closed the Public Hearing.

Commissioner Taber made a motion to approve application PA-22-14, Parcel Map 20-04 and Tentative Parcel Map 2022-139, subject to conditions of approval.
Seconded by Vice Chair Toler.

Commissioner Taber spoke on his motion.

Vice Chair Toler spoke in support of the motion.

Commissioner Zich spoke in support of the motion.

Commissioner Vivar spoke in support of the motion.

Chair Ereth spoke in support of the motion.

MOVED/SECOND: Taber/ Toler

MOTION: Moves staff recommendation.

The motion carried by the following roll call vote:

Ayes: Ereth, Toler, Andrade, Rojas, Taber, Vivar, Zich

Nays: None

Absent: None

Recused: None

Motion carried: 7-0

ACTION: The Planning Commission adopted a Resolution to:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15315 (Class 15) Minor Division of Land, and Section 15303 (Class 3) New Construction or Conversion of Small Structures; and
2. Approve Planning Application 22-14 and Parcel Map 20-04 (Tentative Parcel Map 2022-139), subject to conditions of approval.

RESOLUTION NO. PC-2023-16 - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA APPROVING PLANNING APPLICATION 22-14 AND TENTATIVE PARCEL MAP 2022-139 FOR A TWO-UNIT RESIDENTIAL SMALL LOT SUBDIVISION DEVELOPMENT AT 185 ROCHESTER STREET

The Chair explained the appeal process.

2. PLANNING APPLICATION 22-04 FOR A CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS STOREFRONT BUSINESS WITH DELIVERY LOCATED AT 2790 HARBOR BLVD. SUITES 107, 109, AND 115 (FROM THE EARTH)

Project Description: Planning Application 22-04 is a request for a Conditional Use Permit to allow a 2,370-square-foot retail cannabis storefront with delivery (“From the Earth”) within an existing multi-tenant commercial building located at 2790 Harbor Boulevard, Suites 107, 109, and 115. The proposed use would be subject to Costa Mesa’s regulations, conditions of approval, and State cannabis regulations.

Environmental Determination: The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), for the permitting and/or minor alterations of Existing Facilities.

Two ex-parte communications reported:

Commissioner Vivar had a conversation with a tenant at 2790 Harbor.

Commissioner Zich had a conversation with James Dewey.

Christopher Aldana, Assistant Planner, presented the staff report.

Discussion ensued on CUP’s approved in the shopping center, sign requirements, procedures for product delivery, previous tenants in the center, parking concerns, tenants being displaced, land use policy and procedures, zoning, saturation

concerns, labor peace agreement, reason this location has been vacant for so long, difference between C1 and C2 zoning districts and window visibility requirements.

The Chair opened Public Hearing.

Dan Zaharoni, applicant, stated that he had read and agreed to the conditions of approval.

Commission, Applicant and Staff:

Discussion ensued on the applicant acquiring of third unit on site, public outreach, armed security, training for employees, From the Earth Foundation and volunteer opportunities, Harold Robinson Foundation sponsorship, donation of money to and sponsoring of local schools, potential conflicts with supporting schools with a cannabis business, communication with current tenant occupying space in proposed site, displacement of current tenant, plans for neighboring relationships, management of parking and traffic, event days, window transparency and natural light, and advertising.

The Chair opened Public Comments.

PUBLIC COMMENT:

Public speaker one, spoke in opposition of the item.

Mary Pham, spoke in opposition of the item.

Jason Piazza, spoke in support of the item.

Michael Seagal, does not support or oppose item. However, has parking and security concerns.

Pubic speaker five, spoke in opposition of the item.

Public speaker six, spoke in opposition of the item.

Public speaker seven, spoke in opposition of the item.

Jurado Camacho, spoke in opposition of the item.

Eferman Rosales, spoke in opposition of the item.

Tony Arietta, spoke in opposition of the item.

Speaker eleven, spoke in opposition of the item.

The Chair closed the Public Comments.

Dan Zaharoni gave closing comments.

Commission and staff:

City staff was asked if outreach to neighbors is a requirement.

The Chair closed the Public Hearing.

Chair Ereth made motion to continue Planning Application 22-04 to the next regularly scheduled planning commission meeting. Seconded by Vice Chair Toler.

Chair Ereth spoke on his motion.

Vice Chair Toler spoke in support of the motion.

Commissioner Taber made alternate Motion to deny Planning Application 22-04. Seconded by Commissioner Vivar.

Commissioner Taber spoke on his motion.

Commissioner Vivar spoke in support of the alternate motion.

Commissioner Zich spoke in support of the alternate motion.

Commissioner Rojas spoke in support of the alternate motion.

Commissioner Andrade, spoke in support of the alternate motion.

Chair Ereth spoke in opposition of the alternate motion.

MOVED/SECOND: Taber/Vivar

MOTION: To deny Planning Application 22-04.

The motion carried by the following roll call vote:

Ayes: Andrade, Rojas, Taber, Vivar, Zich

Nays: Ereth, Toler

Absent: None

Recused: None

Motion carried: 5-2

ACTION: The Planning Commission adopted a Resolution to deny Planning Application 22-04.

RESOLUTION NO. PC-2023-17 - A RESOLUTION OF THE PLANNING

**COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING
PLANNING APPLICATION 22-04 FOR A STOREFRONT RETAIL CANNABIS
BUSINESS WITH DELIVERY (FROM THE EARTH) IN THE C1 ZONE AT 2790
HARBOR BOULEVARD, SUITES 107, 109, AND 115**

The Chair explained the appeal process.

DEPARTMENTAL REPORT(S)

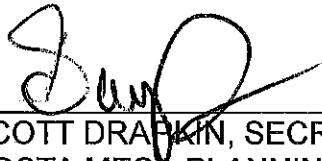
1. Public Services Report – Mr. Yang wished everyone a Happy National Public Works week.
2. Development Services Report – None.

CITY ATTORNEY'S OFFICE REPORT(S)

1. City Attorney – None.

ADJOURNMENT AT 10:00 P.M.

Submitted by:



SCOTT DRAPKIN, SECRETARY
COSTA MESA PLANNING COMMISSION

PH-2

PARTIDA, ANNA

From: James Dewey <jd@kvklawyers.com>
Sent: Monday, May 22, 2023 11:58 AM
To: PC Public Comments
Cc: Gilbert Segel; Michael Segel; Joubin Manoochehri; GianDominic Vitiello; Tatyana Brenner
Subject: Public Comment to Agenda Item #2 of tonight's meeting
Attachments: 2023.05.22 Pub.Comnt. Costa Mesa PC.pdf

Hello Costa Mesa Planning Commission,

Please see the attached public comment to be considered apart of Agenda Item #2 of tonight's meeting,

If you could kindly confirm receipt of this attachment, it would be most appreciated.

Thank you,

James J.M. Dewey
 Attorney at Law

KV&K Katchko, Vitiello & Karikomi, PC

11835 West Olympic Boulevard
 East Tower |
 Suite 860E
 Los Angeles, CA 90064
 Phone: (310) 943-9587 x 115 | Fax: (424) 204-0401
 Direct Phone: (213) 314-9892
www.kvklawyers.com

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Yelena Katchko
GianDominic Vitiello
Michael Karikomi
Tatyana Brenner
James Dewey

11835 W. Olympic Boulevard
East Tower - Suite 860E
Los Angeles, California 90064
P: 310 943 9587 • F: 424 204 0401
www.kvklawyers.com

Of Counsel:
Edward Angwin
Rubina Andonian

May 22, 2023

James Dewey
jd@kvklawyers.com

VIA EMAIL

Costa Mesa Planning Division
77 Fair Drive
Costa Mesa, CA 92626
PCPublicComments@costamesaca.gov

Re: Comment to Planning Application
Site Address: 2790 Harbor Boulevard, Suite 107, 109, 115
Applicant: Tri-Harmony Properties, LLC
Application No.: PA 22-04
Hearing Date: May 22, 2023
Agenda Item: #2

Dear Costa Mesa Planning Commission,

Our office represents the landowner for 2750 Harbor Boulevard, Costa Mesa, CA 92626 (our "**Client**") and we write to you in a representative capacity on the landowner's behalf.

Our Client received notice of a public hearing taking place on May 22, 2023 to consider Application No. PA-22-04 submitted on behalf of DBO Investments CM, LLC d/b/a From the Earth ("**From The Earth**"), and Tri-Harmony Properties, LLC d/b/a Harbor Plaza, for the project located at 2790 Harbor Boulevard, Ste. 107, 109, and 115 (the "**Project**") in the Local Business District Zone (C1). Our Client's building is located within the same shopping center as the Project (the "**Shopping Center**"), and thus, our Client is concerned the addition of a retailcannabis business within the Shopping Center.

Planning Application 22-04 (the "**Application**") is a request for a conditional use permit to allow a 2,370-square-foot retail cannabis storefront with delivery within the existing building located at 2790 Harbor Boulevard.

Specifically, our Client is concerned the Project will significantly and negatively impact the (1) parking, (2) signage, and (3) security of the Shopping Center, and surrounding community creating an nuisance for patrons of the Shopping Center. While our Client does not directly oppose the Project, our Client believes its necessary to effectively mitigate these negative impacts, by including additional conditions and requirements in From The Earth's

conditional use permit ("**CUP**")

PARKING:

Cannabis retailers can see anywhere from 100-600 patrons a day, and thus require a high number of parking spaces. With Costa Mesa being one of the few cities in Orange County to offer retail sales of cannabis, a cannabis retailer would draw patrons from across the County, and traffic to the Shopping Center would increase.

The Shopping Center and the building of the Project host several active businesses which are open to the public, and the parking lot is already pushed to capacity. Adding a tenant that will see such a high volume of patrons a day will significantly interfere with the parking spaces for the Shopping Center as a whole.

Additionally, the Application proposes cannabis delivery activities take place at the Project, which requires loading of cannabis goods into a delivery vehicle. However, The Project does not have a dedicated loading dock. Employees of From The Earth would be required to load deliveries of cannabis goods within the parking lot and use additional parking spaces.

To help mitigate the negative parking impacts to the existing businesses, our Client suggests the following conditions be incorporated into the CUP:

- A private security guard or employee must monitor the project and the immediate vicinity of the project to ensure that patrons immediately leave the site and do not loiter, or consume cannabis in the vicinity of the retail business or on the property or in the parking lot.
- From The Earth must notify its patrons that loitering on and around the retail site is prohibited by California Penal Code § 647(e) and that patrons must immediately leave the site and not consume cannabis in the vicinity of the retail site or on the property or in the parking lot.
- From The Earth shall enter into an agreement with the landlord of the Project to dedicate the parking spaces in the immediate rear of the building to be used exclusively by the patrons and delivery vehicles of From The Earth, to eliminate any interference with the parking spaces of the rest of the Shopping Center
- From The Earth shall dedicate a representative or liaison have a team or dedicated representatives who can respond in a meaningful and timely way to complaints regarding the parking lot from the existing businesses and provide such team or representative's contact information to the existing businesses within the Shopping Center.
- From The Earth must provide a procedure and remediation plan of recourse for negatively impacted businesses to be compensated for their loss of parking.

SIGNAGE:

Cannabis businesses are limited in the forms of promotion and advertising they may utilize due to strict State regulations¹, and most cannabis businesses use their building to advertise and promote their presence.

The building of the Project is located on the corner of Harbor Boulevard, and Adams Avenue, and is a three (3) story multi-tenant building. With two of the building's sides being exposed to a major intersection, there is an abundance of space for advertising and signage on the building.

Specifically, our Client is concerned that From The Earth would bring unnecessary and excessive signage to the Shopping Center, and publicly depict images of cannabis. As a result, the Shopping Center would quickly become undesirable for many future tenants, and property values within the Shopping Center would decrease.

Additionally, one of our Client's tenants in the Shopping Center, Lollipop Dental is a pediatric dentist and orthodontist, and our Client would like to insulate the children-patients from depictions of cannabis.

The Costa Mesa Municipal Code places limits on cannabis businesses' ability to use temporary signage,² and limits signage to "that needed for identification only."³ However, to help address our Client's signage-related concerns regarding the Project, our Client would like to suggest the following conditions be incorporated into the CUP:

- All From The Earth signage shall not contain any logos or information that identifies, advertises, or lists the services or the cannabis goods and products offered.
- All From The Earth signage shall not use images or depictions of cannabis or cannabis products, including the cannabis leaf, nor shall any From the Earth signage use images or depictions of the ingestion or consumption of cannabis or cannabis products.
- No promotional materials, or advertisements of cannabis goods contained within or on the premises, shall be displayed in a manner so that images or depictions of cannabis may be visible from the exterior of the premises or from the public right of way.

SECURITY:

Suites 107 and 109 are the corner units of the building, and suite 115 is adjacent to the corner unit, on the Adams Ave. side of the building. All of the suites have entrances on the sidewalks of either Harbor Blvd.. or Adams Ave. Suite 107 and 109 have rear entrances that open to the

¹ 4 Cal. Code of Regulations §15040-41

² Costa Mesa Municipal Code §13-200.93

³ Costa Mesa Municipal Code §9-495(g)(6)

common area shared by the tenants of the multi-tenant building.

The Application proposes cannabis delivery activities take place at the Project. The Project does not have a dedicated loading bay to load cannabis goods into the delivery vehicles. To load the delivery vehicles, From the Earth would either travel through the common area of the building, or on the sidewalks, to the parking lot.

Our Client is concerned that a constant flow of cannabis goods being moved and loaded into delivery vehicles may encourage theft of cannabis goods at the cannabis business and would become a safety risk for the surrounding community. While state regulations already require cannabis businesses to maintain security personnel at the premises,⁴ there is no requirement the security personnel escort the delivery drivers and cannabis goods to and from the premises.

As such, to help deter and prevent the theft of cannabis or cannabis products at the cannabis business, and to ensure the safety of the community, our Client would like to suggest the following conditions be incorporated into the conditional use permits:

- No From the Earth delivery vehicles may be loaded with cannabis goods during the hours of peak traffic hours, such as 4:00 PM to 7:00 PM, or such other period designated by the commission.
- When loading the delivery vehicles with cannabis goods, all From The Earth delivery drivers must be escorted by an armed security guard and use the shortest route from the premises to the delivery vehicle.

CONCLUSION:

For the above reasons, our Client is concerned about the negative impacts and nuisance a cannabis business in the Shopping Center might bring. However, our Client is confident these concerns can be addressed with appropriate mitigating conditions included in the CUP and urges the Planning Commission to consider the proposed conditions accordingly.

Our Client remains available to work with the City of Costa Mesa, and the landowner of the Project to ensure From the Earth is a welcome addition to the Shopping Center.

Thank You for your consideration,

KATCHKO, VITIELLO & KARIKOMI, PC


James Dewey Esq.

⁴ 4 Cal. Code of Regulations § 15045

PH-2

PARTIDA, ANNA

From: NANTHAVONGDOUANGSY, PHAYVANH
Sent: Monday, May 22, 2023 12:54 PM
To: PARTIDA, ANNA; ALDANA, CHRISTOPHER
Subject: FW: Unconditional use permit 22-04

From: Kathey Young <katheyyoung@aol.com>
Sent: Monday, May 22, 2023 12:48 PM
To: NANTHAVONGDOUANGSY, PHAYVANH <PHAYVANH@costamesaca.gov>
Subject: Unconditional use permit 22-04

----- Forwarded message -----

To Costa Mesa Planning Commissioners,

I am a retired Costa Mesa small business owner . I moved here in 1971 and I cherish the memories of

City of Costa Mesa being a town with strong community bonds with thriving small businesses. I am writing because I am concerned about

the extremely large numbers of cannabis store being approved .I am opposed to Conditional Use permit 22-04 because there are already two

cannabis store in operation and two approved. With approval of 22-04 that will make five in the immediate intersection of Harbor and Adams.

To allow a cluster of Cannabis store will be unsafe for the area. I am in favor of spreading these [out](#). One of the proposed store is now occupied

by a beauty salon. The owner has worked very hard to build her business on the prime corner of Harbor and Adams. She does not want to move ..

She will be impacted if this project goes through. Altho just one business, it has it importance in our town. Lastly, I notice there is a bus stop right

in front. This will entice and expose the young school age traveler to purchase cannabis It will be too available for them. I appreciate

your consideration of theses oppositions as you deliberate the Conditional use permit 22-04.

Sincerely, Katherine Young

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CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1313

Meeting Date: 8/1/2023

TITLE:

RECOMMENDATIONS FROM CITY COUNCIL COMMITTEE LIAISONS REGARDING CITY COMMITTEES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends that the City Council approve the recommendations of the City Council Committee Liaisons as follows:

1. Review and approve the City Council Liaisons recommendations on the Committees' Scopes of Work (Attachment 1).
2. Streamline all Committees to seven (7) members, through attrition as terms expire, except for the Active Transportation Committee, Mobile Home Park Advisory Committee and the Traffic Impact Fee Committee.
3. Consent to the formation of an Ad Hoc Committee (e.g. standing committees, subcommittees, working groups) upon approval of the City Council Liaison and City Attorney.
4. Request staff to meet with the Costa Mesa Historical Society on a potential merger of the Society and the Historical Preservation Committee.
5. Approve revised Council Policy 000.2, with City Council's recommendations to be incorporated (Attachment 2).

BACKGROUND:

Costa Mesa's Committees provide a valuable mechanism for residents who have specialized experience or interest to participate in the City's decision-making process by advising the City Council on numerous issues. The Committees offer an opportunity for people of all ages, interests, and backgrounds to interact creatively and assist in making community decisions that will improve the quality of life in Costa Mesa.

At the April 4, 2023 City Council meeting, after receiving public input, the City Council reviewed potential changes to each Committee's scope, membership, ad hoc committee formation criteria, alternates, etc. The Mayor then requested for each Committee Liaison to meet with their respective Committees and provide recommended changes. The detailed recommendations for each Committee are detailed in Attachment 1.

ANALYSIS:

The City Council Liaisons met with their respective Committees to review and discuss the Scope of Work, and various issues pertaining to the Committee. The Council Liaisons have put forth their recommendations for deliberation by the full City Council.

ALTERNATIVES:

City Council may choose to not make the recommended changes or make alternate changes.

FISCAL REVIEW:

There is no fiscal impact associated with this item.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends that the City Council approve the recommendations of the City Council Committee Liaisons as follows:

1. Review and approve the City Council Liaisons recommendations on the Committees Scope of Work.
2. Streamline Committees to seven (7) members, through attrition as terms expire, except for the Active Transportation Committee, Mobile Home Park Advisory Committee and the Traffic Impact Fee Committee.
3. Consent to the formation of an Ad Hoc Committee (e.g. standing committees, subcommittees, working groups) upon approval of the City Council Liaison and City Attorney.
4. Request staff to meet with the Costa Mesa Historical Society on a potential merger of the Society and the Historical Preservation Committee.
5. Approve revised Council Policy 000.2, with City Council's recommendations to be incorporated.

Finance and Pension Advisory Committee (FiPAC)

Committee consists of nine (9) regular member positions each serving two-year terms. The Committee meets monthly and:

- a. Provides advice to the City Council regarding events and issues which may affect the financial status of the City, including proposed state or federal legislation.
- b. Reviews short term and long range financial planning, including retirement benefits and/or actuariales and strategies on reducing unfunded liabilities.
- c. Reviews the City's financial documents and statements.
- d. Makes recommendations to the City Council regarding amendments to financial policies and processes.
- e. Annually reviews the City's investment policy and recommends any changes, if any; and reviews the investment portfolio to ensure compliance with the approved investment policy.

Mayor Stephens recommendations:

- Advise the City Council in advance of significant votes related to annual financial matters as well as other financial matters that arise from time to time. For instance, the FiPAC shall advise the City Council annually on the adoption of the City's budget (both the operating budget and the Capital Improvement Program), the allocation of any budget surpluses, the City's investment performance and policies, multi-year forecasts presented by City staff to the City Council, and adjustments under consideration at the time of the mid-year budget report. At the request of City staff or the City Council, FiPAC shall advise the City Council prior to a vote on material financial decisions, including, for example, review of fees to be charged by the City, incentive programs and development agreements. The FiPAC's meetings will coincide with the City Council meetings for which the FiPAC will be advising the City Council and will be scheduled sufficiently in advance of the City Council meeting for the FiPAC to provide thoughtful and meaningful advice in writing.
- No subcommittee of the FiPAC will be formed without the approval of the City Council liaison and the City Attorney. Subcommittees, if any, shall be focused on a discrete issue and shall be of limited duration and shall be comprised of fewer than a majority of the FiPAC's members.
- The FiPAC shall have Seven (7) members and no alternates. Each councilmember shall have the opportunity to either nominate a member of the FiPAC or to defer his or her nomination to the Council liaison. The Council shall vote on the composition of the FiPAC.

Council Member Harper recommendations: (highlighted are changes)

- The scope and purpose of the FiPAC shall be to advise the City Council in advance of significant votes related to ~~annual~~ **significant** financial matters ~~as well as other financial matters~~ that arise from time to time. For instance, the FiPAC shall advise the City Council annually on the adoption of the City's budget (both the operating budget and the Capital Improvement Program), the allocation of any budget surpluses, the City's investment performance and policies, multi-year forecasts

presented by City staff to the City Council, and adjustments under consideration at the time of the mid-year budget report. At the request of City staff or the City Council, FiPAC shall advise the City Council prior to a vote on material financial decisions, including, for example, review of fees to be charged by the City, incentive programs and development agreements. This will require that City staff inform Council members of upcoming agenda item well in advance of the Council meeting. FiPAC will then provide a memorandum in advance of the Council meeting as to their recommendation on the issue. FiPAC must agree in majority on the opinion of the recommendation. The FiPAC's meetings will coincide with the City Council meetings for which the FiPAC will be advising the City Council and will be scheduled sufficiently in advance of the City Council meeting for the FiPAC to provide thoughtful and meaningful advice in writing.

- No subcommittee of the FiPAC will be formed without the approval of the City Council liaison and the City Attorney. Subcommittees, if any, shall be focused on a discrete issue and shall be of limited duration and shall be comprised of fewer than a majority of the FiPAC's members.
- The FiPAC shall have Seven (7) members and no alternates. Each councilmember shall have the opportunity to either nominate a member of the FiPAC or to defer his or her nomination to the Council liaison. The Council shall vote on the composition of the FiPAC.

Animal Services Committee

This Committee consists of seven (7) regular members and two (2) alternate positions, each serving two-year terms. The Committee meets every other month and:

- a. Provides the City with recommendations to improve animal services throughout the City, including pet licensing, animal shelter and adoption services, and responsible pet ownership.
- b. Support animal related community events, such as pet adoptions, vaccination clinics, micro-chipping, etc.
- c. Serves as a liaison to the Police Department and California Department of Fish & Wildlife to sponsor coyote public education and related wildlife programs.
- d. Provides advice regarding the release of live animals within City Limits.

Mayor Stephens recommends:

- The objectives of the Animal Services Committee (the “ASC”) are to provide advice and recommendations to the City Council on animal services issues and to promote pet licensing, assist with planning and execution of animal-related events (e.g., Barktober). The purpose of the Animal Services Committee is to maintain, educate, enrich, and promote animal services programs and resources throughout the City, and to monitor the animal care and control function of the City (e.g., live release rates, adoption, veterinary care, fostering, pet licensing) and advise the City Council of any issues that should be addressed.
The Committee shall:
 - ✓ Make recommendations to the City Council to improve animal services throughout the City, including pet licensing, animal shelter and adoption services, and responsible pet ownership.
 - ✓ Support animal related community events, such as pet adoptions, vaccination clinics, micro-chipping, etc.
 - ✓ Advise the City Council in advance of significant votes related to the animal care and control functions of the City.
- The ASC shall meet monthly except for August and December. Meetings shall be on the fourth Wednesday of the month at 4 p.m. Meeting times and dates are subject to change. If the ASC is being asked to provide advice and recommendations to the City Council, its meeting regarding that issue shall be scheduled sufficiently in advance of the City Council meeting for the ASC to provide thoughtful and meaningful advice in writing.
- No subcommittee without the approval of the City Council liaison and the City Attorney. Subcommittees, if any, shall be focused on a discrete issue and shall be of limited duration and shall be comprised of fewer than a majority of the ASC’s members.
- Seven (7) members and no alternates. Each councilmember shall have the opportunity to either nominate a member of the ASC or to defer his or her nomination to the Council liaison. The Council shall vote on the composition of the ASC.

Active Transportation Committee

This Committee consists of eleven (11) regular member positions, two (2) alternate positions, and two (2) Ex Officio members – Chamber of Commerce and NMUSD Representatives, each serving two-year terms. The Committee meets monthly and:

- a. Focuses on the review and update of the City's Master Plan of Bikeways and improvements to be made to bikeways in the City.
- b. Evaluates the bikeability and walkability of the City in order to make recommendations for improvement to the City Council.

Council Member Reynolds recommends:

- Nine members, one appointment by each Council Member, and two at-large members (the at-large members to ensure broad representation of different mobility options and experiences (e.g. walk, bike, bus, and age ability).
- No alternates.
- One Ex Officio - NMUSD

Council Member Chavez recommends:

- Create policy that requires active transportation components into the City's law; integrate improvements to walkability and bikeability when doing street repairs and slurry seal projects; and finalize the pedestrian master plan.
- Eliminate all Ad Hoc Committees.
- Seven members, one appointment by each Council Member.
- No alternates.

Fairview Park Steering Committee

This Committee consists of seven (7) regular member positions, two (2) alternate member positions, and one (1) Ex Officio member – OCME Representative, each serving four-year terms. The Committee meets every other month and:

- a. Provides advice to the City Council regarding the implementation of the Fairview Park Master Plan.
- b. Provides recommendations to the City Council on proposed capital improvement projects and compliance with Measure AA.
- c. Presents an annual report to the City Council describing the accomplishments and objectives of the Committee.
- d. Facilitates partnerships, volunteer activities, and educational opportunities to promote local stewardship and engagement with Fairview Park and its environmental resources.
- e. Provides advice on the interpretive, guide, and regulatory sign program for the park, including cultural and biological resource information and the park's history.

Council Member Chavez recommends:

- Prioritize finalizing the Fairview Park Master Plan and find park enhancement opportunities that are compliant with Measure AA.
- Seven members, each Council Member selecting one appointment.
- No alternates.
- Meeting once a month, meetings must pertain to the Master Plan update.

Mobile Home Park Advisory Committee

This Committee consists of nine (9) members each serving two-year terms: Three mobile home park owners (or their representative); four mobile home park resident owners; and two independent citizens at-large with no affiliation or relationship with mobile home parks. The Committee meets quarterly and helps to improve the quality of life in mobile home parks and to review matters concerning mobile home parks in the City through healthy communication with park owners, manufactured home owners, and the City Council.

Council Member Chavez recommendations:

- Committee identify areas for improvement and suggest ordinances to address the issues.
- No changes to membership.
- Meet once every two months.

Housing and Public Service Grants Committee

This Committee consists of nine (9) regular member positions and one (1) alternate positions each serving two-year terms. The committee typically meets twice a year in March and September. The Committee helps to 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. Additionally, the committee rates and ranks applications for CDBG public service grants, ultimately developing funding recommendations for City Council.

Council Member Chavez recommendations:

- No changes to the Scope of Work
- Seven (7) Members, each Council Member making one appointment. No alternates.

Historical Preservation Committee

This Committee consists of nine (9) regular member positions and two (2) alternate member positions each serving two-year terms. The committee meets monthly and serves to maintain, preserve, educate and promote the city's historical resources.

Council Member Chavez recommends

- Explore merging with the Costa Mesa Historical Society (Society) and dissolving the Historical Preservation Committee.

Traffic Impact Fee Ad Hoc Committee

This Committee consists of five (5) appointed positions each serving four-year terms; one representing the Chamber of Commerce, one representing major developers', one representing small developers and two at-large positions. The Committee meets on an as-needed basis. The purpose of the committee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan. The committee also assists staff on all aspects related to the updating and revision of traffic impact fees.

No changes were suggested by the Council Liaisons.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 8/1/23	1 of 3

BACKGROUND

Revisions to this Policy occurred in March, 2003, ~~and~~ October, 2011, and June 2012. The City Council has modified the recruitment, criteria, and selection of committee and board members. The City Council also approved the decrease in membership of the committees and boards through attrition and to be reflected in the Commissions/Committees/Boards Handbook. On May 5, 2012, the City Council modified the Policy indicating that the expiration of all committee and board-terms shall be in April. ~~Council Policy 000-2 has been changed to cover only the City's appointed committees and boards. On August 1, 2023 the City Council modified the Policy regarding the membership, Alternate positions, and Ad Hoc Committees.~~

PURPOSE

To provide clear and cohesive policies which assist appointed committee and board members in performing their duties, and procedures for new standing and ad hoc committee formation.

POLICY

1. Bring community attitudes and needs into focus by providing valuable communication links between the community and the government of the City.
2. Facilitate recommendations from the community, which aid City Council in making sound decisions concerning policy formulation and resource allocation.
3. Establish and maintain a streamlined mechanism to facilitate committee formation; membership, interaction, work programs, and evaluations.

PRACTICES AND PROCEDURES

1. Formation and Membership
 - a. Based upon the need for citizen input on matters of importance to the community, requests to form a committee may be made by individual Council Members. "Committee Formation Application Forms" and "Committee Interest Forms" shall be made available to all interested parties through the City Clerk's Office.
 - b. Upon review of completed Formation Request Forms, City Council may create a new committee by formal action. Such action will establish the purpose of the committee and the number of members.
 - c. ~~Individuals may serve concurrently on more than one committee assuming there is no conflict, apply to serve concurrently on more than one committee assuming there is no conflict.~~

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 8/1/23	2 of 3

d.c. The City Council will appoint members to various committees and boards with staggered terms. Committees shall be comprised of seven members (except for the Active Transportation Committee, Mobile Home Park Advisory Committee and the Traffic Impact Fee Committee), one appointment by each Council Member. A Council Member may defer his or her nomination to the Council Liaison.

e.d. The Mayor shall designate at least one member of City Council to serve as a non-voting liaison to each committee.

2. Membership Terms

- a. Appointed committee members must be Costa Mesa residents, unless otherwise specified by the City Council.
- b. Committee members shall be appointed or reappointed for a term of two (2) years (staggered) unless otherwise specified by City Council.
- c. The expiration of all committee and board-terms shall be in April.
- d. To vacate a position on a committee or board, the person shall file a written resignation with the Staff Liaison. Vacancies may be filled immediately if alternate members exist, or held open until a regular appointment time period occurs.
- e. The City Council, at any time, may request the resignation of or terminate membership of any committee member.
- f. Alternates shall automatically fill vacancies left by the departure of full members, based on the alternate's length of time serving on the committee. There shall be no Alternate positions.
- g. An Outside Agency liaison/Ex-Officio member to a committee are members appointed to serve in a position because the committee needs their expertise or influence pertaining to certain issues that substantially benefits the City. They represent the entity/organization that they work/volunteer for as part of a collaboration on particular issues. Members may partake in discussions and debate pertaining to their organization and/or area of expertise, however shall not vote. Ex-Officio members shall not be included in the count when determining if a quorum is present.

3. Work Program/Committee Review Process

- a. Each February, all committees shall prepare and submit a Work Program for City Council review. The Work Program shall include:
 - Evaluation of the previous years' progress;
 - Delineation of the upcoming year's program, goals and objectives; and
 - Proposed budget requests.
- b. The City Council shall conduct a Committee Review Process once a year in February to review the role and progress of committees to determine their effectiveness. In doing so, City Council reserves the right to revise the status of various committees based upon their need and benefit to the community.

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
CITY COUNCIL APPOINTED ADVISORY COMMITTEES AND BOARDS	000-2	2/1/99 REV: 3/03 REV: 10/18/11 REV: 6/5/12 REV: 8/1/23	3 of 3

4. General Information and Procedures

Except as provided in this policy all committees and boards shall be guided by the policies set forth in the Commissions/Committees/Boards Handbook. In case of any inconsistencies between this policy and the Handbook, the provisions in this policy shall govern these committees and boards.

5. Quorum Due to Vacancies

- a. Where there are no vacancies by resignation of members, the quorum for a committee formed by City Council shall be a majority of the members of such body.
- b. Where the membership on a committee is reduced to less than a majority of the members of such a body due to vacancies by resignation of its members, the quorum shall be a majority of the remaining members of such body until the vacancies are filled by City Council; provided, however, that under no circumstances would the quorum be lowered to less than three (3) committee members. (For example, a committee formed by City Council, which has seven members, would need four members to be present for the committee to take formal action on a matter on the agenda for the meeting. If vacancies occur due to resignations of the members, the quorum would be adjusted to require a minimum of three members to be present for the committee to take formal action on a matter on the agenda while the vacancies have not been filled by City Council. Once the vacancies are filled, the quorum would return to the requirement of four members.)

6. Ad Hoc Committees

- b. Ad Hoc Committees shall only be formed upon approval of the City Council Liaison, and the City Attorney. The Ad Hoc Committee shall be set for a limited duration of time. There shall be no other standing committees, subcommittees or working groups.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1292

Meeting Date: 8/1/2023

TITLE:

APPOINTMENT TO THE PLANNING COMMISSION

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends Council Member Marr make one (1) member appointment to the Planning Commission (term expiration of January 2027), with approval by the City Council.

BACKGROUND:

The Planning Commission meets on the second and fourth Monday of each month and advises on planning, land-use, and development matters. The Commission is the final decision-making body for certain discretionary land-use approvals such as design review and conditional use permits. The Commission also functions as an advisory body to the City Council for Zoning and General Plan amendments.

Staff received seventeen (17) applications for the vacancy to be filled (applications attached). Council Member Marr may appoint any applicant, it is not a requirement to appoint within a Council Member's district.

1. Timothy L Starn (District 1)
2. Darnell Neft (District 1)
3. Karen Klepack (District 1)
4. Jene Rosado (District 1)
5. David Jordan Smith (District 2)
6. Syed Zia Hussain (District 2)
7. Aaron Snyder (District 2)
8. Jennifer Doane (District 3)
9. Jose Gomez (District 5)
10. Wyatt Lin (District 5)
11. Hengameh Abraham (District 6)
12. Donita Culbertson (District 6)
13. Shayanne Wright (District 6)
14. John Raymond Razzano (District 6)
15. Lindsay Hezmalhalch (District 6)
16. Phil Palisoul (District 6)

17. Noel Perkins (District 6)

ANALYSIS:

A total of seventeen applicants have submitted applications for the appointment to the Planning Commission in response to the City's press releases that were sent on July 5, 2023, July 11, 2023, July 14, 2023, July 15, 2023, July 17, 2023, and July 20, 2023.

ALTERNATIVES:

City Council may choose not to make the appointment to the Planning Commission or to extend the recruitment period.

FISCAL REVIEW:

Planning Commissioners receive \$400.00 monthly. The stipends are included in the Fiscal Year 2023-24 Adopted Operating Budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends Council Member Marr make one (1) member appointment to the Planning Commission (term expiration of January 2027), with approval by the City Council.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 06, 2023 10:23:55 AM
Last Modified: Thursday, July 06, 2023 10:34:02 AM
Time Spent: 00:10:06
IP Address: 104.34.7.154

Page 1

Q1

Full Name:

Timothy L Starn

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

As a life long Costa Mesa resident and retiree from CMPD, I have extensive historical knowledge and inside perspective about our City. I would represent the greater good for our City and support the desires of our community with integrity and dedication.

Q4

As a Commission member, what ideas or projects are of interest to you?

Balanced and targeted growth between business and residential development. Creating a community feeling that draws new families and businesses to our City.

Q5

Optional Resume:

Costa%20Mes%20PC.doc (56KB)

Timothy L. Starn

2737 Albatross Drive Costa Mesa, CA 92626

714.321.9229

tim.starn@yahoo.com

Objective	Seeking Appointment to the Costa Mesa Planning Commission
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Profile	<p>Successful record of aviation business development. Goal oriented with strong ethics and leadership Highly organized, motivated, and detail-oriented. Proven ability to develop and close complex sales projects. Well established and highly respected in the aviation community. 31 years in law enforcement. 12 years of law enforcement/firefighting aviation management. 8 years of high-level sales experience.</p>
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Education	<p>Bachelor of Arts Degree in Business Management, Southern California College Kopp Consulting Business Development Course Gazelle Sales Training (Ballantree Consulting) Sherman Block Supervisory Leadership Institute West Point Leadership, Los Angeles Police Department Rotorcraft Commercial/CFI Certificate NTSB Investigation Course Certificate Train the Trainer, CA Peace Officer Standards & Training Supervisory Certificate, CA Peace Officer Standards & Training Advanced Management Certificate, CA Peace Officer Standards & Training Executive Management Certificate, CA Peace Officer Standards & Training FEMA Certificates IS-700 NIMS, ICS-100, ICS-200, ICS-300, ICS-400 Current CPR, First Aid and AED Certificate</p>
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Relevant Experience

Program Coordination

- Managed business development, sales teams, and trade shows.
- Created new policies and standardized company operations.
- Generated a \$900MM pipeline.
- Experienced with Salesforce, Microsoft Word, Outlook, Excel, ZoHo, and PowerPoint.
- Managed Costa Mesa, Newport Beach and Santa Ana Police Department's aviation unit Airborne Law Enforcement Services (ABLE).
- Created professional service agreements, contracts, budgets, and billing for outside law enforcement agencies.
- Created city council reports, staff reports, board agendas, operations manuals, SMS, training manuals, mutual aid agreements, and business models for emergency services.
- Partnered with private businesses for R&D of law enforcement technology and created cooperative marketing strategies.
- Homeland Security Region 1A Board Member
- Airborne Public Safety Association (Formerly ALEA.) Professional Member (2002-present)
- Orange County Air Support OIC Chair (2009-2011)

Employment

Advanced Composite Structures VP of Global Sales

2020-Present

Developed global sales.
Developed sales team strategies.
Created company CRM process.
Managed key accounts.

ABLE Aviation Consultant (President)

2019-2020

Establish CONUS and OCONUS government flight operations.
Consult private operators with flight operations and SMS.

Infinity Helicopter Leasing-Uniflight (parent company Hawke Aerospace Holdings- HAH)

2014-2018

VP Sales & Marketing

- Managed worldwide government and commercial sales.
- Generated new business and marketing strategies.
- Created capitol and operational lease contracts for government and commercial operators.
- Established flight departments for law enforcement agencies.
- Audited aviation operations for improved performance and reduced expenditures.

Costa Mesa Police Department Commander

2003-2014

Airborne Law Enforcement Services (A.B.L.E.),

- Managed evolving multi-jurisdictional & cross function air unit with full and part-time police officers and supervisors from Costa Mesa, Newport Beach and Santa Ana (Orange County, CA).
- Partnered with city attorney's office to create policies, contracts, and legal documents.
- Worked with finance department for development of operating budgets, billing rates for contract cities, and equipment purchases.
- Successfully authored state and federal grants.
- Established employment agreements for contract labor.
- Negotiated multiple year contracts with outside vendors.

Traffic Motor Sergeant

2002-2003

- Supervised traffic officers, administer problem oriented policing projects, wrote grants, and conducted recurrent training.

Police Corporal

1998-2002

- Patrol division responsibilities, field training duties, P.O.S.T. trainer and community policing coordinator.

Police Officer

1988-1998

- Patrol, Federal Task Force, Investigations, Special Enforcement Detail, Substation Supervisor, Citizen's Academy Coordinator, Helicopter Tactical Flight Officer, Senior Volunteer Supervisor, Bicycle Detail and Field Training Officer.

Westminster Police Department

1984-1988

- Police officer
-

Memberships And Community Involvement	Airborne Public Safety Association (formerly ALEA) Instructor and Corporate Member. Member International Association of Chief of Police (IACP) Member Helicopter Association International Member Association of Air Medical Services Member Helicopter Association International Member California Chiefs of Police Member Rock Harbor Church Costa Mesa Risk Management Team Costa Mesa Latino Business Council Costa Mesa Chamber of Commerce Costa Mesa Senior Center South Coast Metro Alliance Back Bay High School Mentor Estancia High School Mentor Newport Harbor High School Mentorship Program Costa Mesa Executive Club Chairman (2010-2014)
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Honors & Awards	Medal of Valor Class A, B, & C Commendations, Costa Mesa City Council/Police Department Employee of the Year, Costa Mesa City Council Life Saving Award, County of Orange Honored by the Orange County Fire Authority for 2007 Fire Season Los Angeles Joint Terrorist Task Force Law Enforcement Award 10851 Award from Automobile Club of Southern California Airborne Law Enforcement Association, Western Region Award 2005 & 2009
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#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, July 16, 2023 12:55:11 AM
Last Modified: Sunday, July 16, 2023 1:22:37 AM
Time Spent: 00:27:25
IP Address: 107.184.189.150

Page 1

Q1

Full Name:

Darrell Neft

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I would like to improve the environmental and social structure of the city. Reducing environmental impacts and improving social struction would make the our city and planet a healthier and safer place.

I am an Electrical Engineer and was a Union representative. My engineering background required classes in thermodynamics which is where energy use begins. On my job at Long Naval Shipyard, I designed electrical, light, and even a fire fighting system. As a Union representative for the International Federation of Professional and Technical Engineers I learned how to resolve people problems, negotiate, mediate, litigate, and influence legislation.

Q4

As a Commission member, what ideas or projects are of interest to you?

I want to see projects minimize the energy and waste footprint on the city and society. We need projects planned to encourage social connection in the city and society. Improved social connection would reduce homelessness, drug addiction, mental illness, poor health, excessive use of transportation resources and facilities. These connections need to cross all age, ethnic, religious groups. Many of these objects can be accomplished by using local academic resources including sociologists and architects available at our universities and colleges.

Q5

Respondent skipped this question

Optional Resume:

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, July 16, 2023 3:06:08 PM
Last Modified: Sunday, July 16, 2023 3:15:59 PM
Time Spent: 00:09:50
IP Address: 163.116.140.142

Page 1

Q1

Full Name:

Karen Klepack

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I would like to leverage my decades long career in building codes, sustainability, and infrastructure to serve my city. Attached resume outlines an entire career of expertise in design and local government that will enable me to hit the ground running.

Q4

As a Commission member, what ideas or projects are of interest to you?

Housing, sustainability, infrastructure, traffic mitigation.

Q5

Optional Resume:

Karen%20Klepack%20Resume%20July%202023_CM%20PIng.pdf (164.2KB)

KAREN KLEPACK

CELL: 949-910-3537 | EMAIL: KLK949@yahoo.com

SUMMARY

Engineering professional with 23 years of leadership in the energy industry, advocating for local, state, and federal policy changes, with expertise in sustainability, energy efficiency, and infrastructure projects. Seeking to advance Costa Mesa's legacy as a desirable place to live, work, and thrive for future generations.

EXPERIENCE

SOUTHERN CALIFORNIA EDISON, Rosemead, CA

September 2006- Present

Senior Manager, Local Public Affairs (LPA) Operations

- Lead a team responsible for ensuring the LPA senior leaders maintain operational effectiveness related to government relations and public affairs strategy, collaborating across the enterprise on complex escalated issues, as well as facilitating external engagement.
- Leading LPA's community resiliency and emergency response efforts for all electrical infrastructure hazards, including Public Safety Power Shutoffs (PSPS), wildfire response, wind and heat storms, and cybersecurity.
- Oversee local government franchise agreements, utility user taxes, business licenses, annexations, and incorporations.

Senior Manager, Building Electrification and Codes & Standards

- Progressed State and Federal building codes to advance market adoption of transportation and building decarbonization technologies, renewables, batteries, and grid harmonization of distributed energy resources.
- Worked closely with the CPUC and CEC to advance clean energy policy, develop new customer incentive programs, and ensure code compliance amongst a diverse set of stakeholders.

Manager, Distributed Resource Program Management

- Led a team responsible for program development and successful delivery of distributed generation programs.
- Secured resources to expedite battery storage incentives for customers impacted by fire and PSPS outages.

Key Accounts Manager, New Construction, Residential, Commercial/Industrial, Indoor Agriculture

- Customer service contact to mitigate escalated issues for residential, commercial, and industrial developers. Advise on planning, programs, and economic development for major new construction, including the Rams NFL Stadium, The Great Park, and the newly regulated cannabis cultivation industry upon passage of Prop 64.
- SCE awards for "Support of Local Planning, broadening strategic relationships with Transmission & Distribution (T&D)" and "Key input and expertise regarding T&D interconnection processes."
- Building Industry Association award for "Outstanding Leadership for the Betterment of Our Industry" for improving Distribution Planning process and customer service.

SOUTHERN CALIFORNIA GAS COMPANY, Los Angeles, CA

May 2003 – September 2006

Senior Account Executive, Demand Side Management Programs

- Exceeded departmental energy efficiency goals by >200%. Presented at technical conferences about changes to energy codes and state policy. Facilitated external training and technical oversight of program engineers.

CONSTRUCTIVE TECHNOLOGIES GROUP, Irvine, CA

August 2000 – May 2003

Project Manager, Sustainability

- Performed on-site energy audits, complex technical analysis, and financial feasibility of energy and environmental strategies for commercial/industrial, residential, public sector, governmental clients, and others.

EDUCATION

MASTER OF BUSINESS ADMINISTRATION, ORGANIZATIONAL LEADERSHIP

August 2018

Capstone: Developed Complete Business Plan for Affordable Zero Net Energy Multifamily Community, with short, medium, and long-term business objectives.

BACHELOR OF SCIENCE, MECHANICAL ENGINEERING

April 2000

Honors: Dean's List for Outstanding Scholastic Achievement, Minor in Mathematics

BOARDS OF DIRECTORS

ORANGE COUNTY CONSERVATION CORPS, Serve young, at-risk adults through training, employment, and educational programs that build self-sufficiency and benefit the community through conservation-driven projects.

UNITED STATES GREEN BUILDING COUNCIL (USGBC) LA, Transform Southern California's built environment into a more sustainable, resilient, and equitable region for all. Led working group for Leadership in Energy & Environmental Design (LEED) for Cities & Communities rating system; facilitated Costa Mesa's application for, and ultimate award of, a grant that resulted in Costa Mesa being the first city in California to achieve LEED Gold certification. Authored a blog for the USGBC website titled "Costa Mesa Leads the Golden State with a LEED for Cities Gold Certification."

#16

COMPLETE

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Started: Thursday, July 20, 2023 3:08:39 PM
Last Modified: Thursday, July 20, 2023 3:57:57 PM
Time Spent: 00:49:17
IP Address: 166.199.97.6

Page 1

Q1

Full Name:

Jene Rosado

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

My professional background for over 25 years is in both domestic & international Logistics. I'm sure some of my skills can be utilized in this arena and I'm happy to be of service to the city in an effort to get more involved with the community.

Q4

As a Commission member, what ideas or projects are of interest to you?

This would be my first time getting involved in this program so I have ideas at this time. I am interested in Capital improvement plans, Affordable housing plans and Individual Projects are sounding most appealing.

Q5

Respondent skipped this question

Optional Resume:

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 06, 2023 2:20:13 PM
Last Modified: Thursday, July 06, 2023 3:31:18 PM
Time Spent: 01:11:04
IP Address: 98.189.42.52

Page 1

Q1

Full Name:

David Jordan Smith

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

As an architect and designer of many projects in southern California (and across the nation), I have been interested in the efforts of Costa Mesa to create better neighborhoods and well developed facilities. I have been vocal and participated in many of the development processes in my SOBECA neighborhood as a resident of Costa Mesa, and as I have been currently functioning as a part time retired principal of my firm based in Irvine I find myself with time and motivation to help even further. Rather than a resume please visit our Westgroup Designs site to see what we have created and my qualifications - www.westgroupdesigns.com

Q4

As a Commission member, what ideas or projects are of interest to you?

As the main Project Manager of the JWA airport terminal C project and many other airport development projects, I have always been interested in Costa Mesa's relationship with the airport and its challenges with neighbors. I have also participated in Costa Mesa's first homeless shelter, Orange County's first homeless shelter and see the need for more facilities and advocacy in that area. Most importantly I am interested in neighborhood development that creates viable and safe areas in our city - the Randolph/Baker projects in my residential area were promoted by me, and the development of the SOBECA area is an important example of development that can be created in the City while preserving open space and parks.



David Jordan Smith

AIA, NCARB, CSI
Principal

“It takes a good idea to begin a project. It takes a well-organized team to bring it to life.”

About

As the Director of Operations, David resolves the complex interdependencies within multidisciplinary teams for the successful planning, design, and construction of challenging projects. Responsible for diverse, award-winning projects, David’s superior organizational skills have enabled him to lead some of the largest and most difficult programs to successful completions by conscientiously documenting, managing, and controlling the scope, cost, and schedule of each project. An active Board Member of the Orange County Chapter of CSI and a Registered Architect in multiple states, David earned his Bachelor of Architecture and Bachelor of Environmental Engineering degrees from Auburn University.

David’s professional role models include Caesar Pelli for his design excellence and Arthur Gensler for his management excellence. From a broader point of view, however, David’s heroes consist of Elon Musk, his father, his two daughters and his wife, Kitty. When he isn’t working, David enjoys playing piano, strumming his guitar, and singing to entertain himself as well as his daughters and grandchildren. An avid golfer, David hopes to one day play at premier golf courses throughout the world.

Education

Bachelor of Architecture, Auburn University
Bachelor of Environmental Design, Auburn University
Building Sciences & Architectural Management, Auburn University

Licensed Architect - CA# C20495

NCARB #43252

Certified Specification Writer

NOTE: this is my resume page from Westgroup Designs, Inc. Please visit www.westgroupdesigns.com for more information as to what we do and have done.

I have been a working architect for 43 years and I have been licensed in 8 different states with a national NCARB license. I have worked on and have been the principal project manager for many major southern California projects including but not limited to:

- Sea World of San Deigo – Anheuser Busch modernization of the park.
- San Diego International Airport Terminal 2 expansion.
- LAX United Terminal 8 expansion and modernization of terminals 6 and 7.
- LAX TBIT Security and Interior modernization.
- Denver International Airport.
- Riverside University Hospital and Medical Clinics.
- Bridges at Kraemer Place, Orange County's first homeless shelter.
- Riverside University Health System - Behavioral Health – Arlington Campuses.
- Downey Fire Stations (four)
- Orange County Fire Authority
- Newcomb Academy Middle School – Long Beach
- Pacifica and La Quita High Schools for Garden Grove
- Fillmore High School
- Ketchem Medical School
- Los Alamitos High School
- Improv Clubs, Nationwide
- Orange County Transportation Authority
- Costa Mesa Homeless Shelter Building evaluation.

#4

COMPLETE

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Started: Friday, July 07, 2023 4:34:02 PM
Last Modified: Friday, July 07, 2023 4:43:49 PM
Time Spent: 00:09:46
IP Address: 198.72.166.215

Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am undergraduate BS in Urban Planning. I have conducted two research on Costa Mesa topic including walkability and housing. I run a meetup group named "Smart City Developers" and I recently registered it at Costa Mesa business licensing. The SCD does several events for the fresh graduates in the fields relating environmental design including field trips, regular general meetings, videography on architectural, and urban planning related topics. I have presented my research in OCC symposium 2019 and 2020, later presented to Malmo University, Sweden.

Q4

As a Commission member, what ideas or projects are of interest to you?

I believe we need to work on making Costa Mesa children friendly which means more safer, greener, and easy connectivity between amenities and residency where not only adults benefit but also the kids. The kids need to get out from their computer, video games and cellphone world otherwise there is alot problem for the community.

Q5

Optional Resume:

URP%20Resume.pdf (269.3KB)

Syed Zia Hussain

Ziahussain2019@gmail.com. Cell phone: 1-714-280-3730

Education

Cal Poly Pomona, California, United States.

May 2023

Bachelor of Science in Urban and Regional Planning GPA 3.1

Orange Coast College. California, United States.

Dec 2019

Associate degree in Architecture

Associate Degree in Event Management

GPA 3.36

Relevant Coursework

-**Senior Project** – Research on “Effects of High-Density residency on Walkability in 19th Street, Costa Mesa, CA.”

-**Social Justice in Planning** - Theories of social justice relevant to Urban and regional planning.

-**Policy Analysis for Planning** - Theories and methods for evaluating planning proposals and projects.

-**Introduction to Project Management** – Understands and practice the five fundamental steps for leading a project: Initiate, plan, execute, monitor & Control, and close. -

-**Regional Transportation Policy and Planning** - Understanding factors in land use, travel behavior, politics and finance that shape regional transportation policy choices.

- **Community Planning:** Final Project [McBride Park Impacts on the Youth Community Long Beach, California. - YouTube](#)

Work Experience:

Planning Aide Intern:

June 2022-July 2022

Cal Poly Pomona Facility Planning and Management

- Record keeping, cold calls, drawing figure grounds, site analysis, printout architectural drawing, keeping files, report writing, and administrative work.

Administrative Intern

Oct 2021- Feb 2022

City of Tustin Department of Community Planning, Tustin, CA

- Review variance, condition permits, and design reviews, Quality control and update code files. Customer service and attend phone calls. Review General Plan, zoning, subdivision, and environmental review. Work as a team player in variety of projects and individually.

Relevant Work Experience

American Family Housing- Outreach, public engagement and external presentations and contributed \$3000 for the project.

McBride Park - collaboratively with community members - [McBride Park Impacts on the Youth Community Long Beach, California. - YouTube](#)

Awards and Recognitions:

- Volunteered Researches on Walkability, Presented at OCC Symposium Fall **2019 and 2020**.
"Effects of New High-Density Residency on Walkability in Costa Mesa, CA". Research on 3 new high-density residency sites and 3 old residency sites.

Skills:

Computer: MS office, Sketch up, Rhino and AutoCAD, Adobe Creative Suite, ArcGIS and InDesign, and Word Processing.

Administration Skill: Comfortable working in, group and individual setting, research, excellent customer service skills, and marketing and sales experience, organizational skills, general clerical tasks, data managing, data entry, report writing, and event management.

Clubs and Organization:

- Member of OC- American Planning Association.
- Member of Young Transportation Planners, LA, and American Planning Association.
- Member of ITE (Institute of Transportation Engineering Student Chapter CPP).
- Orange Coast College: Scholarship in Architecture, and member Architecture Club.

#12

COMPLETE

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Last Modified: Thursday, July 20, 2023 1:23:45 PM
Time Spent: 00:16:48
IP Address: 70.95.247.69

Page 1

Q1

Full Name:

Aaron Snyder

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I would like to serve on the planning commission to give back to the city. As a resident, I want to use my experience I have from my career to expeditiously approve both new residential and commercial buildings and homes to bring new community aesthetic and value to Costa Mesa.

Q4

As a Commission member, what ideas or projects are of interest to you?

New building developments in multi use and commercial zones. New multi family developments in those particular zones as well. Updating the zoning codes regarding noise and parking regulations in the West/Central areas of Costa Mesa. Updating wireless codes regarding macro wireless facilities and fiber optic cabling city wide. Enforcement of electric program for all gardening/maintenance equipment city wide regardless of zone type.

Q5

Optional Resume:

Aaron%20Snyder%20Resume%206.11.23.pdf (156.3KB)

Aaron Snyder

1300 Adams Ave, Apt 21E, Costa Mesa, Ca 92626 • Cell 909.568.4519 • asnyder271987@yahoo.com

SUMMARY OF QUALIFICATIONS

- 10 years of experience in the telecommunications, construction, and services industries
- Highly motivated and energetic professional, dedicated to understanding and meeting client needs
- Excellent understanding of the telecommunications industry project management tools, databases, processes, and techniques
- Proficient in Microsoft Office (including Word, Power Point and Excel)
- Exceptional focus, follow-through, and coordination skills
- Proven ability to develop and manage project schedules, while working with cross-functional teams to drive execution and achieve on-time project completion
- Exemplary, can-do, team-oriented leader with excellent interpersonal communication skills

EXPERIENCE

Crown Castle USA Inc, Irvine, Ca

Site Acquisition Specialist – Real Estate & Service Delivery

July 2021-

- Led the entitlements phase for 5G macro upgrade projects for T-Mobile, Verizon, AT&T and Dish wireless facilities throughout Orange, Riverside, San Bernardino, San Diego, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Santa Clara and Sacramento Counties
- Managed the permitting processes for both administrative and eligible facilities request submittals for 450 wireless sites throughout 75 jurisdictions making up those projects in the California Market
- Negotiated both conditions of approval and lease agreements with jurisdictions where Crown Castle was permitting and developing wireless facilities
- Reviewed proposed site designs against existing wireless facility layouts to ensure the constructability of projects met wireless carriers' deployment schedules
- Ordered structural engineering documentation by working with both internal cross functional team members and outside engineering firms
- Coordinated the review and production of engineering drawings for both zoning and permitting submittals by working with Crown Castle team members and outside vendors
- Obtained land-owner authorizations and other real estate documentation (grant deeds, lease agreements) where necessary based on jurisdictional requirements as part of jurisdictions wireless approval processes
- Provided weekly updates to both upper management and carrier project teams through Crown Castle database reporting, carrier reporting systems and by attending weekly calls
- Analyzed jurisdictional timelines and permitting costs to create a jurisdictional strategy report for the local Crown Castle Site Acquisition team
- Re-developed the program to manage all permitting activities of wireless facilities on educational campuses where the Division of the State Architect had jurisdiction throughout the state of California
- Directly managed multiple vendors from San Diego to Sacramento County in the permitting of 140 macro wireless sites as part of the DSA program
- Was responsible for the use of funds for both zoning and permitting related costs for individual projects with modification costs between \$75,000 and \$135,000

Sure-Site Consulting Group LLC, Irvine, Ca
Project Manager – Telecommunications

Apr 2021-July 2021

- Provided regional permitting consulting services to Crown Castle for small cell wireless facility deployments in the Pacific Northwest, Bay Area and San Diego Markets
- Managed the entitlements phase for an upgrade project for 24 Verizon 5G small cell wireless facilities in Mercer Island, Washington
- Reviewed the 24 site designs with Crown Castle cross functional teams to ensure the small cell wireless facility proposals met local jurisdiction requirements
- Analyzed how the project deployment was impacted by both jurisdictional permitting timelines and costs by providing a jurisdictional strategy report to local Crown Castle management
- Met with jurisdictional contacts to discuss the project, application requirements and processes to streamline both the application reviews and approvals
- Completed the administrative permit submittals for the 24 small cell wireless facilities and received all permit approvals making up the Mercer Island Verizon project
- Submitted the applications and received all permits for two separate Verizon 5G upgrade deployments totaling 35 small cell wireless facilities in the city of San Francisco
- Compiled all application material for the small cell wireless facilities and submitted them into the city of San Francisco Public Works Portal
- Held meetings with city staff to ensure the small cell applications were reviewed and permits were processed and approved per applicable telecommunications federal law
- Attended weekly meetings with Crown Castle upper management to provide updates on all project statuses
- Assisted with the re-permitting of 37 already constructed utility cabinets across San Diego County as a result of the enforcement of a new San Diego Gas & Electric (SDGE) utility standard
- Attended weekly deployment meetings to review new site locations for the utility cabinets
- Created a jurisdictional analysis reviewing both jurisdictional ordinance requirements and permitting costs across the 7 cities involved in the project for review by local Crown Castle management

SBA Communications, Costa Mesa, CA
Site Development Specialist II – Network Services

Jan 2021 – Apr 2021

- Managed the entitlement phase of an 80 site T-Mobile 5G macro upgrade project throughout San Luis Obispo, Los Angeles, Riverside and Orange County
- Reviewed proposed site designs against existing macro facility layouts to ensure constructability of facilities met the project deployment schedule
- Initiated contract amendments in the SBA internal system by coordinating amongst cross functional departments such as RF, Implementation, Ops, Accounting, Legal and Marketing
- Coordinated the fielding of the upgrade sites by outside engineering vendors by issuing purchase orders, tracking progress and reporting updates in the SBA internal database
- Provided both jurisdictional and legal (as it pertains to telecommunications laws) insight to SBA team members in the review of both jurisdictional submittal packages and proposed wireless site designs
- Ordered both regulatory and structural engineering documentation by working with various outside vendors
- Provided weekly updates to both SBA upper management and T-Mobile regional teams through SBA database reporting
- Led the beginning phases of eligible facility requests (EFR) and administrative permit submittals to jurisdictions for the macro upgrade sites

Crown Castle Fiber LLC, Irvine, CA

Government Relations Project Manager – Network Real Estate

Jan 2016 - Nov 2020

- Completed 575 jurisdictional reviews for fiber and small cell wireless facility contract proposals in the Southern California market
- Fielded site locations for small cell wireless facilities with Crown Castle Radio Frequency (RF), fiber, power and construction team members
- Coordinated the submittal of encroachment, administrative and discretionary review type applications for more than 505 small cell wireless facilities throughout 65 jurisdictions in the Los Angeles, Orange County and San Diego areas
- Managed the jurisdictional submittal and approval process for 125 small cell wireless facilities in multiple cities throughout the Palos Verdes Peninsula
- Was responsible for the use of funds for permitting related costs for projects with operating budgets between \$750,000 and \$1.5 Million
- Analyzed how project deployments were impacted by both jurisdictional permitting timelines and costs by providing jurisdictional strategy reports to Crown Castle market management
- Managed Crown Castle employees who were part of the local permitting team in the preparation and submittal of discretionary review type applications for small cell wireless facilities
- Provided jurisdictional insight to Crown Castle team members during the design phase of projects; reviewed small cell wireless facility designs and applications for T-Mobile, Sprint, Verizon and AT&T projects in Los Angeles, Orange, and San Diego counties
- Teamed up with the Crown Castle Product Management & Development team in the design of alternative equipment configurations for small cell wireless facilities
- Organized construction of small cell wireless facilities by coordinating construction activities with both internal construction managers and external contractors
- Provided input to dozens of jurisdictions in the establishment of small cell wireless facility design guidelines and ordinances as an industry reference point
- Presented proposed small cell wireless facilities to planning commissions and city councils as part of the discretionary review process in such cities as Costa Mesa, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, Laguna Beach, El Monte, Norwalk, and Torrance
- Assisted with the legal mediation and settlement between Crown Castle and the City of Torrance that resulted in the discretionary approval of small cell wireless facilities for Crown Castle
- Permitted multiple small cell wireless facilities as part of an existing settlement agreement between a local municipality and Crown Castle
- Trained fellow team members and managers in various telecommunications database tools
- Hosted weekly meetings with functional team members to discuss current project statuses
- Provided weekly project reports and updates to regional leadership including district Vice Presidents
- Grew business relationships with city staff at various levels (public works, planning, department heads) at jurisdictions in order to streamline Crown Castle's permitting efforts
- Provided informational sessions and town halls on both telecommunication designs and customer demand during city wireless ordinance developments
- Worked with multiple cities in the development of master license agreements in Los Angeles and Orange County for both fiber optics and small cell wireless facility deployments

Crown Castle Fiber LLC, Irvine, CA

Project Coordinator – Implementation

Feb 2013 - Jan 2016

- Led a cross-functional team as project coordinator for 750 constructed small cell wireless facilities throughout the Southern California market
- Managed project life cycles from contract execution to project completion in both internal and

external databases with a budget of over \$2.5 Million

- Led database training seminars for local market teams, regional management, and the national implementation team
- Managed and processed all invoices, purchase orders, and budgets through financial systems
- Developed working relationships with contractors and engineering firms by working closely with them throughout the construction of small cell wireless facilities
- Created weekly meetings to review both financial and construction related issues
- Implemented a region wide program for Network Operations acceptance of newly constructed small cell wireless facilities

EDUCATION

San Diego State University, San Diego, CA

June 2010

Bachelor of Science in Business Administration, Emphasis in Marketing, School of Business

#13

COMPLETE

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Started: Thursday, July 20, 2023 9:01:44 AM
Last Modified: Thursday, July 20, 2023 1:26:21 PM
Time Spent: 04:24:37
IP Address: 67.53.120.222

Page 1

Q1

Full Name:

Jennifer Doane

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I have lived in Costa Mesa for 16 years. I bought my first house here and raising a family here. I want to know I did what I could to make my community better. I have been in the construction industry for 30 years and have worked on a variety of projects from residential to ground-up. I feel this puts me in a unique position to help shape our community.

Q4

As a Commission member, what ideas or projects are of interest to you?

I don't have one particular interest or project. I know how one project can affect a community. My goal would be to review each project objectively and use my experience to make the best possible decision for our community.

Q5

Respondent skipped this question

Optional Resume:

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, July 09, 2023 9:25:43 AM
Last Modified: Sunday, July 09, 2023 10:03:54 AM
Time Spent: 00:38:11
IP Address: 107.184.168.71

Page 1

Q1

Full Name:

Jose Gomez

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am very interested in the happenings of my community and I wish to serve to give myself and my fellow residents of my neighborhood and city a voice on the commission. Some of the qualifications I have is working with CMFBS (Costa Mesa For Better Streets), Newport Sunrise Rotary, and have interned/worked with many Costa Mesa political figures.

Q4

As a Commission member, what ideas or projects are of interest to you?

I am very interested in projects that concern walkability in our city as I am a big advocate of walkability. I am also just generally interested in any projects or ideas that affect my neighborhood as well as my city in general.

Q5

Respondent skipped this question

Optional Resume:

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 18, 2023 9:59:47 AM
Last Modified: Tuesday, July 18, 2023 10:07:54 AM
Time Spent: 00:08:07
IP Address: 73.71.136.252

Page 1

Q1

Full Name:

Wyatt Lin

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

1. Passion for local community: I have a deep-rooted passion for Costa Mesa and a genuine desire to contribute to its growth and development. Serving on the Planning Commission allows me to actively participate in shaping the city's future and ensuring its long-term success.
 2. Knowledge of local issues: Being familiar with the unique challenges, opportunities, and needs of Costa Mesa gives me valuable insight as a Planning Commission member. My understanding of the local context can help make informed decisions that align with the community's vision and goals.
 3. Professional expertise: I have professional experience in fields such as urban planning, architecture, real estate development, environmental sustainability, or law, you can bring specialized knowledge to the Commission. My expertise can contribute to evaluating development proposals, assessing their impact, and ensuring compliance with relevant regulations and standards.
 4. Analytical and problem-solving skills: The Planning Commission deals with complex issues that require careful analysis and problem-solving. My ability to critically evaluate proposals, analyze data, and consider the long-term consequences of development decisions will be valuable in making informed recommendations
-

Q4

As a Commission member, what ideas or projects are of interest to you?

Sustainable Development: Promoting environmentally sustainable practices within the city can be a key focus. I am interested in initiatives such as incorporating green building standards, encouraging renewable energy adoption, promoting efficient land use, and enhancing recycling and waste management systems. Implementing sustainable development practices can not only benefit the environment but also contribute to the long-term resilience and livability of Costa Mesa.

Community Revitalization: Initiating projects that revitalize neighborhoods, enhance public spaces, and promote community engagement can be fulfilling. This could involve supporting initiatives such as creating parks and recreational areas, improving pedestrian and cycling infrastructure, revitalizing underutilized spaces, and encouraging local businesses. By fostering vibrant and inclusive communities, you can help strengthen social bonds and improve the overall quality of life for Costa Mesa residents.

Affordable Housing: Addressing the need for affordable housing can be a pressing concern in many communities, including Costa Mesa. I am interested in exploring strategies to increase the availability of affordable housing options, promote mixed-income developments, and support initiatives that address homelessness. Finding innovative solutions and collaborating with stakeholders can help ensure that Costa Mesa remains an accessible and inclusive place to live for people of diverse socioeconomic backgrounds.

Q5

Optional Resume:

WL%20Resume%20CM%20planning.doc (54.5KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act. Once appointed, Commission members must complete an Oath of Allegiance, administered by the City Clerk, required by Article XX, Section 3, of the Constitution of the State of California.

Name:

Wyatt Lin

Address:

[REDACTED]

City/Town:

[REDACTED]

ZIP/Postal Code:

[REDACTED]

Email Address:

[REDACTED]

Phone (cell):

[REDACTED]

Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Wyatt Lin

EXPERIENCE

Fretted Cat Inc.

Costa Mesa, CA

Real Estate Consultant and Licensed California Real Estate Broker

3/2008 to present

- Advised clients on real estate investment opportunities, including property acquisition, leasing and management, and commercial loan financing.
- Conducted market research and analysis to identify value-added real estate opportunities.
- Negotiated and closed deals with property owners, landlords, and tenants.
- Collaborated with property management and leasing teams to ensure maximum returns on investments.
- Conducted financial/fiscal analysis and prepared grant submissions for various SF social equity grant recipients.
- Monitored complex grant programs and ensured compliance with grant requirements.

Sterling Bank & Trust

San Francisco, CA

First Vice-President of Commercial Real Estate

8/2006 to 2/2008

Underwrote and participated commercial real estate loans

- Perform underwriting on commercial real estate and construction loans in Northern and Southern California.
- Maintained and reviewed a portfolio of commercial real estate loans for structural analysis and credit risk rating.
- Developed relationships with a network of Bay Area banks to co-lend on TIC and commercial real estate properties.
- Sold \$20MM of construction real estate loans to smaller banks whereby receiving a 0.25% servicing fee premium.

United Commercial Bank

San Francisco, CA

Vice-President of Commercial Real Estate

1/2004 to 7/2006

Underwrote and participated commercial real estate loans

- Underwrote over \$100MM real estate loans in Northern & Southern California
- Performed cash flow valuation analysis on real estate properties and middle-market companies for debt service coverage ratios and leverage scenarios (LTV) other key financial ratios (A/R).
- Researched California real estate markets and other small manufacturing outsourcing export companies for critical success factors and key revenue growth drivers.

Vista Investments

San Diego, CA

Vice-President of Real Estate Acquisitions

1/1997 to 8/2001

- Responsible for sourcing and executing acquisitions of retail shopping centers and apartment buildings.
- Active in all aspects of investment process including evaluating investment opportunities, conducting due diligence, determining appropriate valuation and capital structure, and preparing internal investment memorandums.
- Acquired \$20MM portfolio of retail shopping centers from a REO division of United National Bank at 40% discount.
- Refinanced \$55MM in multi-family loans from 9.50% to 7.00%, resulting in annual interest savings of \$200K.

Bankers Trust

Los Angeles, CA

Financial Analyst (M&A and Real Estate)

5/1993 to 12/1996

Active Member in numerous transactions ranging from \$20MM to \$300MM for retail and industrial properties.

- Worked on leverage buyouts for financial sponsors considering potential acquisitions. Performed extensive due diligence and financial statement analysis including development of leveraged DCF model analysis, leveraged ratio analysis, and interest coverage ratio analysis.
- Analyzed proposed transactions based on pro forma/ projection modeling, optimal capital structure analysis, comparable mezzanine debt transactions and strategic considerations.
- Conducted demographic research, identified key credit risks and strengths, and drafted internal screening memorandums and capital commitment memorandums for potential transactions.

EDUCATION

University of Southern California, Marshall School of Business

Los Angeles, CA

Master of Business Administration: Real Estate Finance

University of Pennsylvania, Wharton School of Business

Philadelphia, PA

Bachelor of Science, Major: Real Estate Finance & Accounting

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, July 05, 2023 5:58:19 PM
Last Modified: Wednesday, July 05, 2023 6:15:00 PM
Time Spent: 00:16:41
IP Address: 166.199.151.4

Page 1

Q1

Full Name:

Hengameh Abraham

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

As the advisory board to the City Council on all planning and development issues I would provide an honest and effective point of view given my experience in helping with various city projects since 2021.

I will assure that the general plan is implemented by reviewing development applications on a case-by-case basis without any bias or personal interest.

Q4

As a Commission member, what ideas or projects are of interest to you?

My main area of interest would be reviewing applications for businesses and making sure our city is always flourishing in helping their businesses.

Q5


Optional Resume:

20230705_181403_0000.PDF (733.4KB)

HENGAMEH ABRAHAM

EDUCATOR

 2151 Orange Ave #D, Costa Mesa, CA 92627

 949-294-2584

 Abraham4cm@gmail.com



EDUCATION

Bachelor of Science in
Health Sciences

California State University
Fullerton | 2011

SKILLS

- Basic computer literacy skills
- Organizational skills
- Strategic planning and scheduling skills
- Time-management skills
- Verbal and written communication skills

VOLUNTEER HISTORY

- Costa Mesa Chamber of Commerce ambassador
- Neighborhood Initiative Trellis
- Lions Club
- Love Costa Mesa Day project leader

REFERENCE

Sholeh Irons
Doctor of Psychology
949-413-0873
Sholehrezvani@gmail.com

EXPERIENCE

Educator: elementary & middle school

Free Society Academics- Costa Mesa
August 2022 to present

Business Owner

House of Medicine & Abraham
Consulting | 2017 - present

- Help colleagues and set up the office in a way that streamlines processes
- Sort and distribute correspondence as soon as possible
- Ensure information is accurate and valid by creating and updating records
- Plan and schedule meetings and appointments

Lead Pharmacy Technician

Walmart Pharmacy | 2009 - 2013

- Help colleagues and set up the office in a way that streamlines processes
 - Sort and distribute correspondence as soon as possible
 - Ensure information is accurate and valid by creating and updating records
-

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 17, 2023 11:30:26 AM
Last Modified: Monday, July 17, 2023 11:34:13 AM
Time Spent: 00:03:46
IP Address: 70.224.65.41

Page 1

Q1

Full Name:

Donita Culbertson

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am very concerned with the trajectory of my city and I'd like to provide solutions and listen to citizens with their thoughts.

Q4

As a Commission member, what ideas or projects are of interest to you?

Small business mainly....But also anything that will help us make our city safer and more prosperous.

Q5

Respondent skipped this question

Optional Resume:

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, July 17, 2023 4:28:58 PM
Last Modified: Tuesday, July 18, 2023 12:21:36 PM
Time Spent: 19:52:38
IP Address: 172.116.150.130

Page 1

Q1

Full Name:

Shayanne Wright

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I have a deep Community Service, Project Management, and Entrepreneurship background. Combined with my public service experience, I believe I am the best candidate to serve on the Planning Commission.

My local government career began in 2022 when I ran for the Mesa Water Board. I garnered support from local grassroots organizations to county and statewide groups, but more importantly, I connected with approximately 2,000 Costa Mesa residents on the campaign trail.

We discussed overlooked local issues like transparency, community engagement, and public services. From there, I implemented a multi-channel campaign through in-person events, digital campaigns, and print communications, which resonated with thousands of voters.

During my ongoing tenure on the Parks and Community Services Commission, I have had the privilege of overseeing various projects, including facilitating public input on our successful community gardens and providing feedback on substantial initiatives such as the \$15 million in Capital Improvement Projects. What fills me with immense pride is the active engagement I fostered through social media, gathering invaluable community requests and recommendations, which assisted me in shaping our Commission recommendations to Council.

Throughout my time on PACS, I have honed my skills in navigating contentious discussions around priorities, offering constructive feedback on project management, and maintaining an objective and open-minded approach to address the ever-evolving needs of our community.

My time serving on the PACS commission has reaffirmed my possession of the necessary interpersonal and intellectual skills to excel as a strong Commissioner and instilled a deep sense of motivation in me that this work is impactful and contributes to positive change in our city.

In addition, I am a local business owner and run a software company called Office Otter. As the CEO of Office Otter, I wear many hats and lead a small team through product development, investor relations, customer success, marketing, and sales. Alongside my work at Office Otter, I offer consulting services to early-stage founders, providing expertise in product management, customer research, financial planning, and venture capital fundraising. One of the companies I consult for is a Costa Mesa-based clothing and e-commerce brand, where I serve as the CFO. There, I maintain our financial infrastructure and coordinate day-to-day finances and operations.

As a business owner and consultant to other local businesses, I understand the challenges and opportunities that small businesses face in today's ever-changing landscape. This experience gives me insight into local entrepreneurs' daily struggles, financial concerns, and regulatory hurdles.

This unique perspective would undoubtedly make me a robust Planning Commissioner, as I can empathize with the needs and aspirations of small business owners while making informed decisions that promote the health, safety, and well-being of our residents.

In my volunteer capacity, I hold the position of Vice Chair at the Costa Mesa Democratic Club, actively contributing to its mission and initiatives. Additionally, as a proud member of the 2023 Planning Committee for Love Costa Mesa Day, I assumed the role of business sponsor, securing support from local businesses for the event. I successfully garnered over \$60k in donations for the event and introduced Love Costa Mesa Day to numerous first-time local business sponsors.

I am also involved in mentorship and advisory roles through organizations like the Save Our Youth Center and the Women's Startup Lab. Within these organizations, I have had the opportunity to mentor and provide guidance to young women and female founders. I

have spent most of my career working to advance women in STEM, a topic I am very passionate about. I have led training programs and boot camps for Female Founders, conducted research initiatives for empowering predominantly female portions of the workforce, and led keynotes globally on how we can uplift underrepresented groups in the private and public sectors, including in government and politics.

I believe these roles have well-prepared me to be a Commissioner, where I can deliver effectively on project evaluation, oversee collaboration between staff and residents, and uphold our government to the highest standards of integrity and creative problem-solving. In addition, I have firsthand experience in bettering systems from within through a data-driven approach and forging a path of accessibility to include all community stakeholders in important decisions.

Q4

As a Commission member, what ideas or projects are of interest to you?

Over the past eight months, I have watched every Planning Commission meeting in person or through Youtube. The experience has been truly eye-opening, as I have become thoroughly acquainted with the various types of applications Planning regularly encounters, such as Measure Q and X applications, the Housing Element and reporting to HCD, small lot subdivisions, the Inclusionary Housing Ordinance discussions, the Pedestrian Master Plan, settling neighbors' privacy disputes regarding windows, General Plan language change recommendations, and much more. In doing this, I have gained a comprehensive understanding of the critical findings that fall within the commission's purview, challenging my ability to remain objective while identifying areas for improvement. This deep dive into the role's responsibilities has been invigorating, and I appreciate the commission's focused scope. Along this journey, I have gleaned invaluable insights from observing fellow Planning Commissioners, further fueling my passion for city planning, design, and policy.

Regarding projects, I am interested in the rezoning of our main corridors and upcoming housing initiatives such as the successful implementation of Measure K and the forthcoming acquisition of the FDC and community-input phase(s). I believe providing a wider variety of housing options for residents of different income levels is essential. I like the vision of adopting multi-use zoning to create vibrant neighborhoods with convenient access to retail and essential services. In tandem, I am passionate about protecting and expanding park and green spaces in these areas and continue identifying opportunities for equalizing park access for all residents.

As a local business owner, I am deeply committed to supporting small businesses in our city. As a Planning Commissioner, I would aim to make responsible decisions that protect local businesses from gentrification and displacement and to work collaboratively with City Council. I understand the challenges that small businesses face, having experienced them firsthand, and I believe in advocating for support and finding solutions to help them thrive amidst external pressures and economic changes.

I am also passionate about promoting active transportation, walkability, and bike-ability in Costa Mesa. We can design our city to better prioritize interconnectedness and safe travel routes for pedestrians, cyclists, and people with disabilities within project sites and adjacent areas. I will advocate for incorporating bicycle infrastructure and strengthening public transportation options to encourage alternative modes of transportation and reduce emissions and traffic congestion. I find immense inspiration in the dedication and efforts of our Active Transportation Committee and grassroots organizations like CMABS, and I eagerly anticipate collaborating with them. Additionally, I think it's important for Commissioners to attend community input meetings in the future to hear from residents and show our support for the future transportation projects that are to come.

While cannabis dispensary approval processes may not be my most immense interest, I am fully aware that it is a significant aspect of the role of a Planning Commissioner. I am committed to approaching these evaluations objectively, dedicating myself to refining and participating in the decision-making process fairly and unbiasedly.

More than a specific project, I am focused on bettering our processes and systems within the Planning Commission. In my career, I have worked with organizations of all sizes to streamline their processes and increase their digital accessibility to customers. For Planning, this includes optimizing our residents' experience, from participating in community feedback to public safety issues and even something as small as requesting permits.

I would like to see an increase in community engagement and input on all of these topics. As I learned in my campaign, it is not that city staff are not doing enough for residents, but rather residents are unaware of all that is available to them. Commissioners should always look for innovative ways to improve the quality of life for our residents and be proactive in including them in what we do.

More important than my interest in any specific topic, as a potential Planning Commissioner, I believe I possess several rare qualities that would make me highly effective in the role. My objective and emotionally mature demeanor enable me to make well-informed decisions while considering the community's needs and my fellow commissioners' opinions. I am a fast learner, already well-versed in the role's responsibilities and existing codes, and my open-mindedness allows me to approach new challenges with adaptability and enthusiasm. Additionally, I will work diligently to ensure that I can make you proud in my role as your Planning Commissioner.

"I would like to be remembered as someone who used whatever talent she had to do her work to the very best of her ability." -Ruth Bader Ginsburg

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, July 18, 2023 1:53:30 PM
Last Modified: Tuesday, July 18, 2023 4:00:28 PM
Time Spent: 02:06:58
IP Address: 199.227.59.82

Page 1

Q1

Full Name:

John Raymond Razzano

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am writing to express my strong interest in serving on the Costa Mesa Planning Commission. The opportunity to contribute to the long-term growth and development of our community is both exciting and meaningful to me. While my background may differ from traditional urban planning, I believe that my analytical skills and qualifications can bring a unique perspective to the commission.

With my educational background in aerospace engineering and an MBA, I have developed a strong foundation in critical thinking, problem-solving, and data analysis. These skills are highly transferable to the field of urban planning, where complex issues require careful analysis and evidence-based decision-making. I am confident that my ability to assess information, identify trends, and evaluate potential impacts will be valuable assets in addressing the diverse challenges faced by the Planning Commission.

In my professional career, I have honed my analytical skills through various projects and responsibilities. As an aerospace engineer, I have dealt with intricate systems that require meticulous attention to detail and a comprehensive understanding of technical specifications. This experience has equipped me with the ability to comprehend complex information, navigate through intricate regulations, and make sound judgments based on available data.

Furthermore, my MBA education has provided me with a broad understanding of business principles, including financial analysis, risk management, and strategic planning. These skills can contribute to the commission's work in evaluating development proposals, assessing their financial feasibility, and ensuring alignment with the city's long-term vision.

While my background may not be conventional for a Planning Commission applicant, I firmly believe that my analytical mindset, problem-solving abilities, and dedication to community service make me a strong candidate. I am eager to apply my skills and contribute to the commission's efforts in making informed recommendations on planning applications and policy matters.

I am committed to serving the community and investing the necessary time and effort to fulfill the responsibilities of a Planning Commissioner. I recognize the significance of this position and the impact it can have on shaping the future of Costa Mesa. I am excited about the opportunity to work alongside fellow commissioners and collaborate with the City Council to ensure sustainable growth and the well-being of our community.

Thank you for considering my application. I would be happy to provide additional information or discuss any further qualifications that may be relevant to the commission's work.

Q4

As a Commission member, what ideas or projects are of interest to you?

As a Commission member, several ideas and projects are of great interest to me. These include:

1. Adapting to the Impact of Measure K: I am particularly interested in addressing the impacts and opportunities presented by Measure K. I believe it is crucial to understand how this measure affects the city's development potential, infrastructure requirements, and overall community well-being. Collaborating with city officials, stakeholders, and residents, I would work towards finding innovative solutions that align with Measure K's objectives while ensuring responsible growth and development in Costa Mesa.
2. Planning with Respect to the OC Fairgrounds: The OC Fairgrounds hold significant importance as a community asset and an economic driver. I am keen on actively participating in discussions and planning processes related to the fairgrounds. This includes exploring opportunities to enhance its facilities, programming, and community engagement while carefully considering the fairgrounds' impact on traffic, nearby neighborhoods, and environmental sustainability. I believe in fostering partnerships with fairground management, neighboring cities, and community organizations to create a comprehensive and forward-thinking vision for the fairgrounds' future.
3. Maintaining Public Spaces: I strongly believe in the value of well-maintained public spaces as vital community assets. Costa Mesa's parks, green spaces, and recreational areas contribute to residents' quality of life and promote a sense of belonging. As a Commission member, I would prioritize the preservation, enhancement, and equitable distribution of public spaces throughout the city. This would involve collaborating with city departments, community organizations, and residents to ensure proper maintenance, accessibility, and programming that caters to the diverse needs and interests of Costa Mesa's population.
4. Responsibly Meeting the State's Expectation of Additional Housing: California's ongoing housing crisis presents both challenges and opportunities for Costa Mesa. I am deeply interested in addressing this issue by facilitating responsible and sustainable housing development in the city. I believe in striking a balance between meeting the state's expectations for increased housing supply while preserving the unique character of Costa Mesa and protecting the interests of existing residents. Through thoughtful land use planning, community engagement, and incentivizing affordable housing, I aim to contribute to the city's efforts in providing diverse housing options for all income levels.

In summary, my interests as a Commission member revolve around effectively managing the impact of Measure K, planning with respect to the OC Fairgrounds, maintaining and enhancing public spaces, and responsibly meeting the state's housing expectations. These projects align with my vision of a vibrant, inclusive, and sustainable Costa Mesa, and I am eager to contribute my skills, knowledge, and dedication to their successful implementation.

Q5

Respondent skipped this question

Optional Resume:

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 20, 2023 12:09:58 PM
Last Modified: Thursday, July 20, 2023 3:03:17 PM
Time Spent: 02:53:18
IP Address: 216.194.106.230

Page 1

Q1

Full Name:

Lindsay Hezmalhalch

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

As a Commission member, I am particularly interested in projects and initiatives that prioritize responsible and sustainable development, enhance public spaces, and foster community engagement. Smart growth and mixed-use development hold significant appeal, as they can create vibrant neighborhoods and reduce commuting while promoting a more interconnected city. Additionally, I am keen on supporting affordable housing initiatives that cater to the diverse needs of our residents.

Sustainability is a critical aspect of my interest, and I advocate for projects that incorporate green infrastructure and energy-efficient practices. Transit-oriented development is also a priority, as it can alleviate traffic congestion and improve accessibility to public transportation.

Preserving Costa Mesa's rich history through historic preservation efforts is another area of focus for me, ensuring our city's unique character remains intact. Ultimately, I am committed to engaging with the community, seeking feedback, and collaborating with stakeholders to make well-informed decisions that benefit the entire city. My goal is to contribute my experience in real estate development and passion for placemaking to create a thriving, sustainable, and inclusive Costa Mesa for the present and future generations.

Q4

As a Commission member, what ideas or projects are of interest to you?

As a Commission member for the city of Costa Mesa, several ideas and projects are of great interest to me. These initiatives align with my background in real estate development and my passion for placemaking, aiming to enhance the city's overall livability, sustainability, and community engagement. Some key ideas and projects that pique my interest include smart growth and mixed-use development, public space enhancements, affordable housing initiatives, sustainable development, transit-oriented development, community engagement and collaboration, historic preservation, and inclusive and accessible design.

Q5

Optional Resume:

Resume-Lindsay-Hezmalhalch%20(1).pdf (453.7KB)

Q6

Contact Information: Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act. Once appointed, Commission members must complete an Oath of Allegiance, administered by the City Clerk, required by Article XX, Section 3, of the Constitution of the State of California.

Name:	Lindsay Hezmalhalch
Address:	[REDACTED]
Address 2:	[REDACTED]
City/Town:	[REDACTED]
ZIP/Postal Code:	[REDACTED]
Email Address:	[REDACTED]
Phone (cell):	[REDACTED]

Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Lindsay Hezmalhalch

Lindsay Hezmalhalch

Costa Mesa



lindsayhez@gmail.com



7147428047



[linkedin.com/in/lindsay-hezmalhalch-4b8478b3](https://www.linkedin.com/in/lindsay-hezmalhalch-4b8478b3)

Summary

Experienced Director Of Client Relations with a demonstrated history of working in the architecture & planning industry. Skilled in InDesign, Photoshop, Microsoft Word, Management, Teamwork, Leadership, and Networking. Strong marketing professional with a Bachelor's Degree focused in Digital Marketing from University of Arizona.

Experience



Vice President Marketing

WHA | Architects . Planners . Designers

Jul 2021 - Present (2 years 1 month)

Responsible for developing and executing creative ideas for the company's marketing strategy. Designs and manages WHA's digital marketing platforms including the website, blog, email marketing, and social media. Leads the execution of WHA's brand across events, digital campaigns, print, and presentations. In addition, oversees business development efforts and works closely with WHA's executives and management teams, meeting with potential clients and maintaining existing client relationships, and monitoring market trends.



Marketing Coordinator

Canyon Hills Childcare

Jan 2018 - Present (5 years 7 months)



Senior Associate, Director of Client Relations and Development

WHA | Architects . Planners . Designers

Jan 2016 - Jul 2021 (5 years 7 months)

Education



University of Arizona

Bachelor's Degree, Digital Marketing

2011 - 2015

Studying Digital Marketing and trained in socio-cultural issues such as data analysis, information management, and technical skills. Along with my degree in eSociety also known as Digital Marketing. I was one of the first to graduate with this degree from University of Arizona and helped create and shape the courses for this major. I have a minor in business administration and a knowledge of the historical capitalism and business in America.



Lutheran High School of Orange County

High School

2007 - 2011

Skills

Microsoft Office • Customer Service • Microsoft Excel • Management • Microsoft Word • PowerPoint
• Public Speaking • Research • Project Management • Leadership

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 20, 2023 3:01:32 PM
Last Modified: Thursday, July 20, 2023 3:11:43 PM
Time Spent: 00:10:10
IP Address: 209.198.211.126

Page 1

Q1

Full Name:

Phil Palisoul

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am interested in being appointed to the Planning Commission of Costa Mesa. I have been a resident of Costa Mesa for over 13 years, and I am a father of two. I am passionate about our city, and I believe that my years of experience in development and construction would make me a valuable asset to the Planning Commission.

I have worked in the development and construction industry for over 15 years. During that time, I have worked on a variety of projects, including commercial, residential, and mixed-use developments. I have a deep understanding of the planning process, and I am familiar with the challenges and opportunities facing our city.

I am also a strong advocate for smart growth. I believe that Costa Mesa should continue to grow, but in a way that is sustainable and that preserves our quality of life. I am committed to working with the community to create a plan for our city's future that meets the needs of our residents, businesses, and visitors.

As a father of two, I am concerned about the quality of life for my children and future generations. I believe that Costa Mesa has a responsibility to be a leader in sustainability. I am committed to working with the Planning Commission to develop policies that will help us create more green areas, improve air quality, and create a more livable city for everyone.

I am confident that I have the skills and experience necessary to serve on the Planning Commission. I am a hard worker, and I am dedicated to public service. I am also a good listener, and I am always willing to consider different perspectives.

I am writing to ask for your support in my appointment to the Planning Commission. I believe that I can make a positive contribution to our city, and I am eager to work with you to ensure that Costa Mesa remains a desirable place to live for generations to come.

Q4

As a Commission member, what ideas or projects are of interest to you?

Encourage the development of mixed-use zoning. This would allow for the development of housing, businesses, and other amenities in the same area. This would make it easier for people to live, work, and play in the same neighborhood, which would reduce traffic and make it easier for people to access the things they need.

Create more quality affordable housing units. This could be done by requiring developers to include a certain percentage of affordable units in new housing projects, or by providing subsidies to developers who build quality affordable housing.

Invest in public transportation. This would make it easier for people to get around without a car, which would reduce traffic and make it easier for people to access amenities that are not within walking distance.

Promote walkability. This could be done by making sure that streets are safe and walkable, and by providing more sidewalks and crosswalks.

Q5

Optional Resume:

PhilPalisoulResumeJuly2023.docx (39.9KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act. Once appointed, Commission members must complete an Oath of Allegiance, administered by the City Clerk, required by Article XX, Section 3, of the Constitution of the State of California.

Name:

Phil Palisoul

Address:

[REDACTED]

City/Town:

[REDACTED]

ZIP/Postal Code:

[REDACTED]

Email Address:

[REDACTED]

Phone (cell):

[REDACTED]

Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Philip Richard Palisoul II

PHIL R. PALISOUL

458 Flower Street – Costa Mesa CA 92687 • palisoul@gmail.com • 949-887-2954

EXPERIENCED BUSINESS DEVELOPMENT AND PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Director, Development and Projects

Omnia Pacific Construction, Orange, CA <http://www.omniapacific.com> April 2019 to Present

- Increase sales from \$200,000 to over \$1.9 million in multi-family/retail/office projects
- Develop marketing strategy with Executive Team for company moving forward
- Create new relationships and foster existing relationships to drive sales
- Work with company President to identify new business opportunities and revenue streams
- Manage all projects from bid to completion to ensure satisfied clients and to create future opportunities
- Attend (in person and virtual) industry events as primary representative for company

Project Manager

Jones Lang LaSalle, Irvine, CA <http://www.jll.com/>

March 2018 to April 2019

- Manage multiple retail location developments throughout Southern California from project kickoff to close out
- Coordinate tenant improvement projects including selection of contractors at Manhattan Village Shopping Center
- Lead multiple construction teams to complete concurrent tenant improvement projects and new construction projects
- Develop project construction budgets and schedules to maximize profitability and pace of work
- Maintain excellent relationships between vendors, key stakeholders and the client

Managing Director/COO

Gen Next, Newport Beach CA <http://www.gennext.com>

November 2013 to March 2018

- Director level Manager overseeing remote team of Regional Directors focus on expansion across United States
- Directly responsible for increasing membership buy-in of C level executives into organization nationwide
- Responsible for routine updating and presentations to Board of Directors and key stakeholders
- Project Management in efficiency changes such as complete rollout of Salesforce CRM

Senior Project Manager

Craig Realty Group, Newport Beach CA <http://www.craigrealtygroup.com/>

January 2011 to November 2013

- Managed large expansion and development projects for Off-Price Retail Centers
 - Budgeted complete project – developed, monitored and controlled all budget aspects
- Managed entitlement process – worked to get all necessary permits and government approvals for zoning and municipalities
- Redeveloped and managed bid process for new construction projects including negotiations with General Contractors
- Project List: Woodburn Phase Four Development 78,000sf, Citadel Phase Four 60,000sf., preplanning and entitlement for Outlets at San Clemente, entitlement for Cabazon

Project Manager

Craig Realty Group, Newport Beach CA <http://www.craigrealtygroup.com/>

March 2008 to January 2011

- Off-Price Retail Center Project Management and Development
 - Tenant improvement and property management
 - Managed various construction projects on site with subcontractors including roofing, fire and safety systems, parking lot replacements, etc.
 - Analyzed all bids and negotiated contracts with contractors on all projects
 - Project List: Managed leasing and tenant improvement for Green River property with 20 tenant spaces and approximately 176,000sf, Citadel Phase Three 77,000sf.

Construction Department Assistant

Craig Realty Group, Newport Beach CA <http://www.craigrealtygroup.com/>

2006 to March 2008

- Off-Price Retail Center Construction Assistant
 - Effectively managed multiple retail and industrial centers including negotiating and writing leases
 - Signage review and approvals
 - Streamlined the bidding process to ensure more accurate hard bids and to meet budget targets

EDUCATION

Master's Degree in Business Administration, University of California at Irvine

2009

- **Marketing Project Leader:** Verizon Wireless Integration Project: created the sales consolidation and implementation plan
- **Advanced Coursework included:** Project Management in a Changing Culture, Organizational Development, Technology in Project Management, Sustaining Output Methodology and Statistical Methodology in Project Management

Bachelor of Arts Degree in International Relations, University of California at San Diego

2003

- Captain of the Men's Varsity Crew Team

CONTINUING EDUCATION

PRESENT

- **Project Management Professional Certification (in progress), Project Management Institute**
 - <http://www.pmi.org/Certification>

VOLUNTEER WORK

Salvation Army, www.salvationarmy.org - collection of food for families in need

Toys for Tots, www.toysfortots.org - collection of Christmas gifts for families in need

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, July 20, 2023 4:19:41 PM
Last Modified: Thursday, July 20, 2023 4:25:35 PM
Time Spent: 00:05:53
IP Address: 104.178.238.218

Page 1

Q1

Full Name:

Noel D Perkins

Q2

Planning Commission

Indicate the name of the Commission you are interested in serving on:

Q3

Indicate why you wish to serve on this Commission. Provide any experience or qualifications you may possess that you think would be beneficial to this Commission. A resume (optional) may be attached.

I am a lifelong costa mesa resident, with a background in public safety who would like to serve my community and see it move forward

Q4

As a Commission member, what ideas or projects are of interest to you?

I feel costa mesa is and has always been a unique community, but it needs a general plan that will keep its uniqueness while serving all its citizens, as well as helping to encourage a thriving economy

Q5

Respondent skipped this question

Optional Resume:



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1327

Meeting Date: 8/1/2023

TITLE:

GENERAL PLAN SCREENING REQUEST (GPS-23-03) FOR A PROPOSED RESIDENTIAL DEVELOPMENT ON A 14.25 ACRE SITE LOCATED AT 3333 SUSAN AVENUE ("HIVE LIVE")

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

PRESENTED BY: CHRIS YEAGER, ASSOCIATE PLANNER

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

RECOMMENDATION:

Staff recommends the City Council provide direction to staff as to whether to process a General Plan Amendment request and other associated entitlements for the development of a 14.25-acre parcel located at 3333 Susan Street with 1,050 residential units, 2,500 square feet of retail space, and 5.05 acres of open space ("Hive Live").



Agenda Report

Item #: 23-1327

Meeting Date: 8/01/2023

TITLE: GENERAL PLAN SCREENING REQUEST (GPS-23-03) FOR A PROPOSED RESIDENTIAL DEVELOPMENT ON A 14.25 ACRE SITE LOCATED AT 3333 SUSAN AVENUE ("HIVE LIVE")

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, ASSOCIATE PLANNER

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

RECOMMENDATION:

Staff recommends the City Council provide direction to staff as to whether to process a General Plan Amendment request and other associated entitlements for the development of a 14.25-acre parcel located at 3333 Susan Street with 1,050 residential units, 2,500 square feet of retail space, and 5.05 acres of open space ("Hive Live").

BACKGROUND:

The General Plan Screening (GPS) is the first step to start the process of a General Plan Amendment for the Hive Live project. The subject request would also include a North Costa Mesa Specific Plan (NCMSP) Amendment, Zone Change, a Development Agreement amendment, Master Plan, and a Tentative Parcel Map.

City Council Policy 500-2 establishes a procedure for processing privately-initiated General Plan amendments. This procedure involves a City Council screening of these requests prior to their acceptance for formal processing. The General Plan Screening is not a public hearing but requires a the City Council to direct staff to either proceed with processing of the application or to return materials to the applicant and refund the application fee. If allowed to proceed, the applicant will prepare a full project submittal which will be reviewed by the Planning Commission for a recommendation to the City Council, which is the final review authority.

PROJECT SITE

The project site, located at 3333 Susan Street, is the current location of the "Hive", which is a 172,176-square-foot creative office space campus that was constructed in the early 2000's. The property is bounded by Sunflower Avenue to the north, Susan Street to the east, South Coast Drive to the South, and the Rail Trail and the Anduril headquarters to the west. The site is zoned "Planned Development Industrial" (PDI), has a General Plan Land Use Designation of "Industrial Park", and is located within the NCMSP boundary - Specific Plan Area 1: Home Ranch.

Surrounding developments include the Anduril headquarters to the west, the Ikea home furnishing retail store to the south (across South Coast Drive), industrial office development to the north, and the Automobile Club of Southern California (AAA) parking lot (across Susan Street) and a gated residential community with a mixture of multifamily and single-family dwellings to the east (Providence Park). The site is situated generally in the northwest portion of the City, north of the I-405 Freeway.

The project site is currently developed with three office buildings (totaling approximately 172,000 square feet) and a professional NFL team practice field. The buildings are occupied by the following tenants:

Table 1 – Currently Occupied Suites

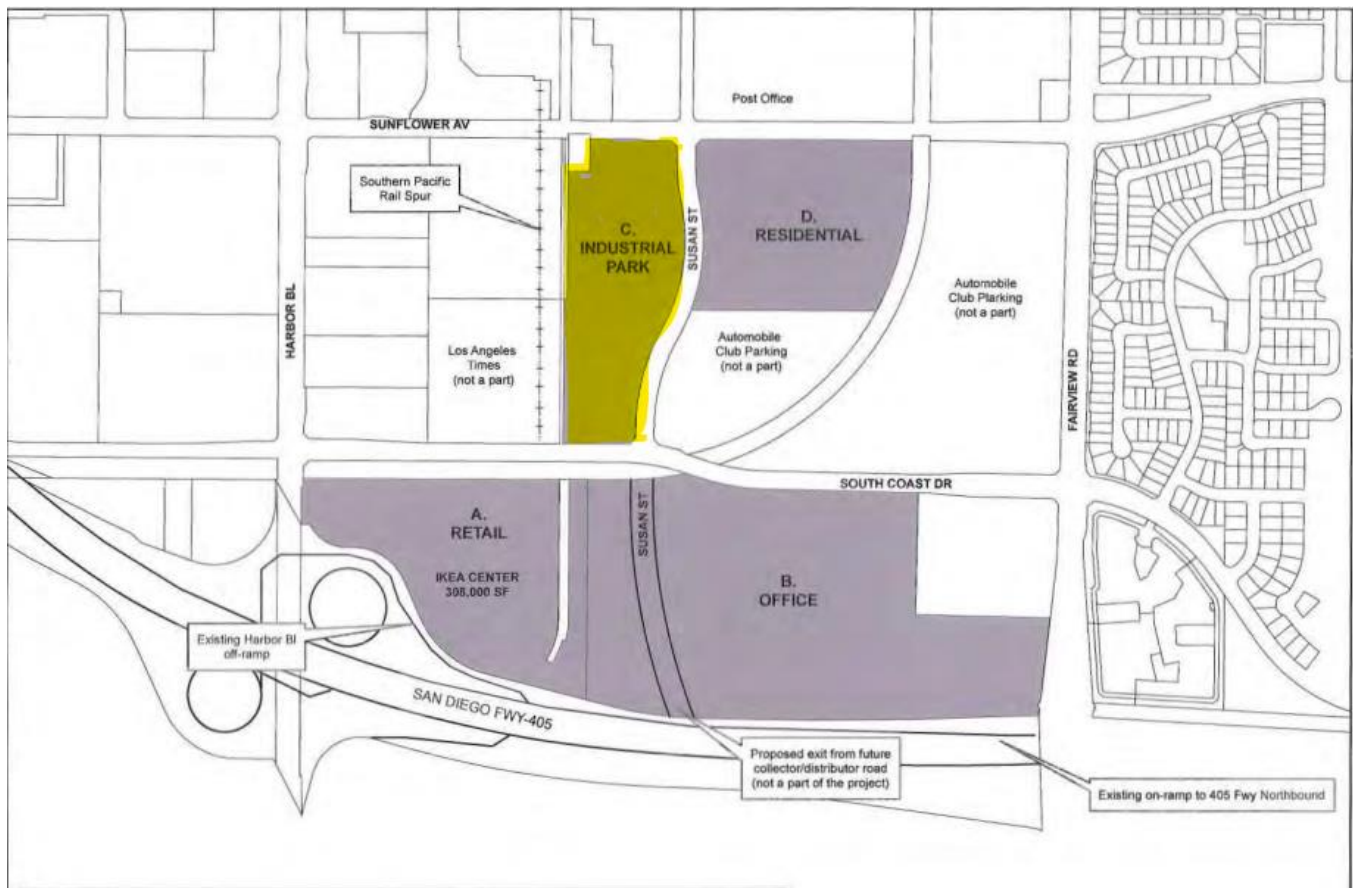
Tenant	Suite	Size	Lease Expiration
3333 Susan Street			
Chargers	100	101,325	04/30/2028
3335 Susan Street			
Chargers	150	1,037	04/30/2028
Chargers	225	3,478	04/30/2028
Steelwave	250	4,432	12/31/2024
Agility Fuel Systems	100	12,072	11/30/2025
Lost Bean	Café	1,500	7/31/2027
3337 Susan Street			
Lazy Dog	100	13,901	05/31/2026
Anduril	150	4,924	04/30/2029
TRS Staffing	175	3,327	11/30/2024
Casanova Pendrill	200	13,877	06/30/2027
Legacy Partners	250	3,500	12/31/2028

The 2015-2035 General Plan, which was approved in 2016, designates the project site as Industrial Park. The project site is regulated by the North Costa Mesa Specific Plan, and the maximum development potential for this site and surrounding area is limited by various approved development agreements.

The City adopted the 6th Cycle Housing Element on November 15, 2022. The Chargers training field portion of the project site was identified as a candidate housing opportunity site in the 6th Cycle Housing Element. Pursuant to the recently adopted Housing Element, this site was estimated for up to 90 dwelling units per acre.

Image 1, below, shows the location of Specific Plan Area 1, Home Ranch. The location is north of the 405 freeway, generally between Fairview Road and Harbor Boulevard. The highlighted portion of the map, shows the location of the subject site in relation to the rest of the Home Ranch subarea, in purple. Prior to the current development, the land was used for agricultural purposes.

Image 1 – Location of Specific Plan Area 1, Home Ranch



SITE HISTORY

The North Costa Mesa Specific Plan was adopted by City Council in July of 1994. Since its adoption, there have been several amendments to the plan that modified the development potential on the project site, including:

- On November 19, 2001, City Council approved a General Plan Amendment and North Costa Mesa Specific Plan Amendment to designate the subject property as an industrial site within Specific Plan Area 1, Home Ranch. Prior to the 2001 General Plan Amendment, the site was designated as Medium Density Residential;
- On December 3, 2001, City Council approved Development Agreement (DA) DA-00-01 which provided a vested right to carry out and complete the Home Ranch project within all subareas in accordance with the provisions of the NCMSP and Zoning Code. The DA reflected a maximum 0.40 FAR for the subject site and other development standards established in the NCMSP as shown in table 2 below. In addition, the DA included community benefits including circulation improvements in accordance to the General Plan, various site access improvements, intersection improvements, an offramp from the 405 freeway to Susan Street, the preservation of cultural resources, funding educational and athletics programs, and the provision of funding for a new fire station. Ikea was developed in subarea A and Providence

Park was developed in subarea D. Subarea B (office) remains undeveloped and is in agricultural use. Subarea C is the subject site;

- On October 7, 2002, City Council Adopted Resolution No. 02-76, approving Master Plan PA-02-34 for the construction of three buildings at the subject site. (A Master Plan is required for approval of a specific project on property located within the North Costa Mesa Specific Plan). These buildings began construction in 2003 and remain on the property today; and
- In June 2008, the Planning Commission approved an amendment to the Master Plan for a fourth building on the project site. The subject entitlements specifically permitted a new 65,435-square-foot, two story building; however, the project was never constructed.

Table 2, below shows the current development parameters for each district sub area within the Specific Plan Area 1, Home Ranch.

Table 2 – Current Specific Plan Area 1, Home Ranch Development Parameters

Table 4A- Segerstrom Home Ranch Sub-Areas						
Land Use	Acreage	Floor Area Ratio/ Density	Maximum Units/ Square Footage	Maximum Stories/Height	A.M. Peak Hour Trips	P.M. Peak Hour Trips
A. IKEA	19.27	0.37 FAR	308,000 sf	2 stories/45 feet	43	431
B. Office and Office-related uses	43.57 ²	0.64 FAR	1,200,000 sf	2-5 stories/36 - 75 feet See Figure 11b	1 1,860	1 1,788
C. Industrial Park	14.5	0.40 FAR	252,648 sf	1-5 stories/45-60 feet See Figure 11b	376 ³	362 ³
D. Medium Density Residential	16.0	12 units/acre	136 single-family attached units ¹	3 stories/ 50 feet		
			56 single-family detached units' Total Maximum: 192 units	2 stories/27 feet	102	130
TOTAL:	93.34	NA	192 units 1,760,648 sf		2,381	2,711

PROJECT DESCRIPTION

The proposed development ("Hive Live") involves a General Plan Amendment, Zone Change, Specific Plan Amendment, a Development Agreement, Zone Change and a Tentative Parcel Map. The proposed development is comprised of residential uses and a small resident-serving commercial component. The proposed project is anticipated to be constructed and occupied in three phases. The proposed site plan includes the following:

1. **Multi-family residential units:** Three multifamily residential buildings with integrated parking structures with a total of 1,050 rental units:
 - Phase 1: Building 1, 360 units, 5-story, “wrap” style
 - Phase 2: Building 2, 320 units, 5-story, “wrap” style
 - Phase 3: Building 3, 370 units, 5-story, “wrap” style

The proposed site density is 74 dwelling units per acre. The applicant did not provide unit mix, number of bedrooms, or unit square footages; this information will be evaluated at the time of the full application.

2. **Open-space and Recreational Areas:** The project site would include open space and recreational areas for residents. These areas include three pools, multiple pedestrian connections to the rail trail, courtyards, and other amenities such as fire pits, sports courts, and barbeques throughout. Each building has one central open air courtyard and amenity area, with plazas and landscaped paseos between buildings. In total, the project proposes approximately five acres of landscaped open space, including connections to the adjacent “Rail Trail” open space area, which is located between the proposed project site and the Anduril headquarters site. Construction of the Rail Trail open space area is nearing completion, will be accessible to the public, and will have pedestrian connectivity from various points at the project site. In addition, the residential units include private balconies, averaging 50 square feet.
3. **Parking Structure:** Three “wrap” parking structures are proposed with a minimum parking ratio of 1.5 parking spaces per unit (1,575 total parking spaces) and would be built in phases concurrently with the residential component of the project. (Wrap buildings consist of residential units and/or retail “wrapping” around an above-grade parking structure to conceal the parking structure from view.)

The proposed parking areas would not be visible from the public right-of-way or neighboring properties. Each parking garage would contain electric vehicle charging stations as required by the California Building Code.

4. **Retail Component:** An approximate 2,500-square-foot resident-serving retail component is proposed on the ground floor at the corner of South Coast Drive and Susan Street. It is anticipated that the current café on the Hive campus (“The Lost Bean”) would relocate to this tenant space. As currently proposed, there are no other commercial components of the project. The retail space would be constructed as part of Phase 1.

Infrastructure and offsite improvements are not identified in the preliminary application. Staff recommends improvements to adjacent streets, sidewalks, and parkways, including bike amenities and multi-modal improvements appropriate for a high density residential use be incorporated into the full application submittal.

ANALYSIS:**General Plan Land Use Designation**

The 14.25-acre site has a current General Plan land use designation of “Industrial Park” which allows for development of office and industrial uses. The “Industrial Park” land use designation is characterized by large parcels in close proximity to major transportation routes for regional accessibility. The overall City-wide land area dedicated to “Industrial Park” is 630.13 acres (this proposed site accounts for approximately two-percent of the City’s “Industrial Park” land use area).

The proposed project would change the General Plan land use designation from “Industrial Park” to High-Density Residential (HDR) and establish a site-specific density of 74 du/acre. The vision of the project is to create a predominantly residential development that would provide housing near existing employment centers with a small component dedicated to tenant and neighborhood focused retail.

According to the City’s General Plan Land Use Element, areas designated as High-Density Residential are intended for residential development with a density of up to 20 units per acre with some exceptions. These exceptions include “density bonuses” or density as permitted through approved Specific Plans or Master Plans. The General Plan states that “High-Density Residential areas should be located in proximity to transportation routes, especially those served by public transit, and also within convenient distances to shopping and employment centers. Although proximity to transportation routes can result in a residential development being subject to impacts, High-Density Residential development can be less susceptible to impacts when visual and acoustical shielding techniques are incorporated into the project. Viable high-density development is also dependent upon site characteristic compatibility, and should be of appropriate size and dimensions. Complementary commercial uses within this designation may be allowed in planned development projects”.

The site is generally consistent with this description in that it is located on three major streets Susan Street, Sunflower Avenue and South Coast Drive. There are OCTA bus routes 43, 47, 150 nearby on Sunflower Avenue, Fairview Road, and Harbor Boulevard. These routes connect the site to the remainder of the City in both a north-south and east-west direction and to Santa Ana. The closest bus stops are at Fairview Road and South Coast Drive, Fairview Road and Sunflower Avenue, Harbor Boulevard and Sunflower Avenue, and Harbor Boulevard north of South Coast Drive. There also on-street Class 2 bike lanes on South Coast Drive, Susan Street, and Sunflower Avenue. The area north of the 405 generally has a mix of retail, restaurant, shopping and employment opportunities. The project site is surrounded primarily by employment opportunities and is also ¾ mile from Sprouts grocery store and Target located south of the 405. Resident serving retail and restaurants exist in the area (IKEA is across the street) but most are generally not within walking distance of the site.

General Plan Policies

The following project applicable General Plan goals and policies should be reviewed and considered by the City Council in the context of the overall project as it considers the proposed General Plan Screening:

Policy LU-5.10: Building densities/intensities for proposed new development projects shall not exceed the trip budget for applicable land use classifications, as identified in the Land Use Element. Building intensities for proposed new development projects shall not exceed the applicable floor area standards.

The proposal exceeds the Land Use Element prescribed trip budget for the site (376 AM peak hour trips and 362 PM peak hour trips) by 13 AM peak hour trips and 48 PM peak hour trips and therefore requires a General Plan Amendment. Based on the preliminary trip generation study for the project, there will be a net increase (based on existing uses) of 2,034 average daily trips (ADT), including five (5) additional AM and 47 additional PM peak hour trips. Project entitlement processing will require a comprehensive traffic study and a Vehicle Miles Traveled (VMT) analysis that will evaluate local roadways and intersections and associated project impacts.

The proposed density of 74 du/acre is similar to several past approved and/or constructed projects in the area and in the City as follows:

- 580 Anton – 240 units at **125 du/acre**
- Halcyon House at 595 Anton Blvd. – 393 units at **80.9 du/acre**
- LUX Apartments – 224 units at **54 du/acre**
- The Baker Block – 240 units at **58 du/acre**
- One Metro West – 1,057 units at **80 du/acre**

Policy LU-6.1: Encourage a mix of land uses that maintain and improve the City's long-term fiscal health.

The loss of approximately two-percent of the City's industrial land use area may incrementally affect the City's revenue base. Also, an additional 1,050 residential units would require City services and infrastructure, and provide employees and patrons for Costa Mesa employers and businesses. A comprehensive fiscal evaluation will be completed for the full project application upon submittal.

Policy LU-7.1: Endeavor to create mixture of employment opportunities for all economic levels of residents and businesses.

In keeping with this policy, the City will need to retain a sustainable level of industrial and commercial land uses to create mixture of employment opportunities for all economic levels of residents and businesses. Although there will be fewer employment opportunities with the residential proposal in comparison with the current industrial park use, considering the State and regional objective to increase housing supply, housing units may be considered a higher local/regional priority at the Council's discretion. In addition, developing housing in proximity to major employment areas such as the area north of the I-405 Freeway would reduce the vehicle miles travelled and contribute to the overall sustainability goals of the region in terms of reducing greenhouse gas emissions.

Policy C-5.1: *Ensure that new development projects are consistent with the vehicular trip budgets, where adopted.*

Based on the preliminary trip generation study of the project, there will be a net increase of 2,034 average daily trips, and an increase of 5 AM and 47 PM peak hour trips compared to the current development to the general area. The proposal is higher than the adopted trip budget for the site by 13 AM peak hour trips and 48 PM peak hour trips and will require a modification to the NCMSP. If accepted for processing, a more comprehensive traffic study will be prepared that will evaluate local intersections and consider potential project traffic impacts including a trip budget analysis.

Policy C-5.11: *Maintain balance between land use and circulation systems by phasing new development to levels that can be accommodated by roadways existing or planned to exist at the time of completion of each phase of the project.*

If accepted for processing, a more comprehensive traffic study will be prepared that will evaluate local intersections and will consider potential project traffic impacts.

Policy C-5.15: *Consider the needs of the transportation and infrastructure system early for large developments and coordinate with developers to design projects that minimize traffic impacts and infrastructure demands, and implement complete streets wherever feasible. Alternatively, address transportation and infrastructure system impact through the implementation of development agreements.*

If accepted for processing, the NCMSP will need to be modified to allow for the proposed land use change and the intensification of the site. The amended specific plan would include modified provisions for roadway and infrastructure that require implementation during various phases of the project. Terms and conditions of the required improvements will/may need to be negotiated through a Development Agreement. The applicant anticipates requesting a Development Agreement to vest entitlements. Infrastructure improvements required for the project and proposed as an additional community benefit would be negotiated at that time.

Policy C-6.12: *Require that every new development project pay its share of costs associated with the mitigation of project generated impacts.*

The project will be subject to development impact fees at the time of implementation of the or as otherwise negotiated through a Development Agreement.

Policy HOU-2.1: *Facilitate the development of housing that meets the needs of all segments of the population including affordable housing and households with specialized needs.*

The project proposes to include 1,050 residential rental units at market rate or as otherwise required by an inclusionary housing ordinance in place at the time of approval or as otherwise negotiated as a "community benefit" as part of the Development Agreement. The project is located near job centers north of the I-405 freeway. The project will be required to meet all building code requirements including the provision of ADA units.

Policy HOU-3.2: *Encourage the development of well-planned and designed residential or mixed-use projects which, through vertical or horizontal integration, provide for the development of compatible residential, commercial, industrial, institutional, or public uses within a single project, neighborhood, or geographic area within the City.*

If accepted for processing, the Zone Change would include modifying site zoning to Planned Development Residential – High Density (PDR-HD) and amending the NCMSP to modify development standards and subarea buildout assumptions. The project would be subject to the development standards of the PDR-HD zone and the development standards established for the Home Ranch sub area in the NCMSP unless modified. As proposed, the project would need to modify the North Costa Mesa Specific Plan standard for height from three to four stories ranging from 45 to 60 feet in height to 5 stories at approximately 75 feet. The project would also add/modify the proposed parking standard minimum to the NCMSP and Master Plan. The design elements as proposed are high quality and internally consistent and complementary to the surrounding area.

Policy HOU-3.4: *Consider the potential impact of new housing opportunities and their impacts on existing residential neighborhoods when reviewing development applications affecting residential properties.*

The project is proposed across Susan Street, approximately 100 feet from a gated residential community known as Providence Park. Built between 2005-2006, the community includes 60 single family dwellings and 83 townhomes. Although the project is not anticipated to negatively impact the Providence Park community, the required project CEQA review will consider in detail potential environmental impacts.

Policy HOU-3.5: *Encourage residential and mixed-use development along transportation routes and major commercial/mixed use corridors.*

If accepted for processing, the project would be located in close proximity to the I-405 freeway. In addition, the north and south boundaries of the project are Sunflower Avenue and South Coast Drive, both of which are identified as Primary Arterials in the Master Plan of Streets Highways (MPSH).

Policy OSR-1.5: *Maximize public space by requiring plazas and public gathering spaces in private developments that can serve multiple uses, including recreation and social needs.*

The project includes approximately five-acres of open space area, including the Rail Trail, that can accommodate public gatherings. Details of potential public gathering spaces that could be held on the open space site would be considered through the project master plan.

Policy OSR-1.18: *Provide a minimum of 4.26 acres of parkland per 1,000 residents.*

The site will not include a dedicated park site and therefore, will be subject to payment of park in lieu fees in the amount of \$5,000 per unit for rental projects and will be subject to Measure Z open space fees.

Policy CD-9.2: *Provide adequate parking, open space and recreational facilities to serve residents in mixed-use development projects. Design parking and other areas to acknowledge different users (residents versus shoppers) and to be compatible with the architectural character of the building(s).*

The parking design details such as separation of the visitor, guest and resident parking would be considered through the project master plan. The project master plan would also include a detailed parking analysis to determine actual parking demand.

Policy CD-9.5: *Promote new types of urban housing that could be target-marketed to people seeking alternative housing choices in proximity to a major commercial area.*

According to the applicant, the project includes design elements intended to appeal to three distinct target populations. In addition, the site is located in proximity to major commercial centers (SOCO, South Coast Plaza, Metro Pointe, South Coast Metro, etc.). The project is also in close proximity to major commercial corridor on Harbor Boulevard.

Policy CD-12.2: *Continue to implement and refine development standards and/or guidelines based on Crime Prevention through Environmental Design (CPTED) principles for new development and redevelopment with emphasis on site and building design to minimize vulnerability to criminal activity.*

If accepted for processing, the applicant would need to work closely with the Police Department regarding site access and security and CPTED compliant design features; at minimum, additional lighting may need to be provided along the connections to the Rail Trail and any other proposed pedestrian pathways or bikeways.

Proposed Parking

As proposed, each building (phase) would be self-contained in terms of parking. The applicant proposes to provide a minimum parking ratio of 1.5 parking spaces per unit. According to the applicant, this ratio of parking is higher than actual demand at a similar housing project in the City (580 Anton). The applicant will conduct a comprehensive parking study during the entitlement process which would also consider the specific unit mix proposed. Parking for any mixed-use portion of the property will also need to be considered in the master plan process.

The following parking ratios have been approved for high-density apartments in the past five years:

- 125 E. Baker - 1.92 per unit,
- 580 Anton - 1.75 per unit
- 2277 Harbor Boulevard - 2.25 per unit
- 595 Anton - 1.8 per unit
- One Metro West – 1.75 per unit

Trip Generation

The NCMSPP assigns a trip budget to Area 1 - Home Ranch. Trip budgets are calculated on a square footage basis for residential and industrial land uses. The Home Ranch sub area of the NCMSPP contains a specific number of trips allocated to the property. Currently, the subject industrial park sub area of Home Ranch allows for 376 AM peak hour trips and 362 PM peak hour trips. The applicant submitted a trip generation study that has been reviewed by the City's Transportation Division. The preliminary estimated project trip generation is 389 AM peak hour trips (13 trips over the adopted trip budget) and 410 PM peak hour trips (48 trips over the adopted trip budget). If accepted for processing, a comprehensive traffic analysis would be prepared and would need to determine if the trip budget would be increased or if the excess trips would be transferred to another location.

Fire and Emergency Access

If the project is accepted for processing, firefighter and apparatus access will be required throughout the project, and the applicant will work with the Fire Marshal to develop an acceptable project safety plan. The project's incremental impact to fire life safety resources will also be evaluated.

Proposed Building Height and Architecture

The southern half of the Industrial subarea of NCMSPP Area 1 - Home Ranch site has a maximum allowable height of four stories (60 feet) and decreases to three stories (45 feet) on the northern portion of the property. The proposal includes three "wrap"-style buildings that range from five-stories (approximate height of 75 feet) along South Coast Drive and decrease to four-stories (approximate height of 60 feet) towards Sunflower Avenue. The NCMSPP would be amended to allow for the proposed height, which exceeds the NCMSPP maximum height regulations. To ensure neighborhood compatibility, the design massing of Phase 2 and Phase 3 of the project proposes to step-down towards Susan Street to respond to the nearby two to three story residential neighborhood (Providence Park), which is located approximately 100 feet across Susan Street from the subject site.

The following building heights have been approved for multiple-family residential construction in recent years:

Table 3 – Building Heights

Project Name	Project Address	Approved Building Height
One Metro West	1683 Sunflower Avenue	7 stories (98 feet)
580 Anton	580 Anton Boulevard	7 stories (5 levels over podium)
Baker Block Apartments	125 E. Baker Street	5 stories – apartment building 6 stories – parking structure
Halcyon House	595 Anton Boulevard	6 stories (66 feet)
Vivante	1640 Monrovia Avenue	4 stories (56 feet)

The applicant has provided several exhibits of potential architectural styles that are contemporary and include a variety of offsets, articulation and construction materials to enhance the aesthetic qualities of the buildings. Details of the architectural style, materials, and building facades, along with shade and shadow analysis, would be required and reviewed in detail with the future project application submittal.

Project Phasing

As noted by the applicant, the build out will be phased over time, and subject to market conditions. The first phase would be generally located on the existing Chargers practice field, and the second and third phase would continue northward on the project site. Phasing would be reviewed as part of the Master Plan approval process to ensure that FARs, parking, and construction staging is adequate.

Off-Site Improvements

Off-site improvements include, but are not limited to, upgrades to local streets, sidewalks, water and sewer, drainage, curbs and gutters, street signs, park in lieu fees, utility easements, and landscaping. If accepted for processing, details and phasing of required off-site improvements would be included in the proposed amended Specific Plan.

Rail Trail Access

There is a bike trail along the westerly side of the project on the adjacent property, known as the Rail Trail, which will eventually connect Costa Mesa's and Santa Ana's bicycle infrastructure. The City has a public access easement over the area and the bike trail was recently resurfaced and landscaped as part of the Anduril Headquarters development. Details of the design and modifications to the approximately 30 feet wide by ¼ mile long Rail Trail easement would be considered in conjunction with review of the master plan application.

Community Outreach and Visioning for Key Commercial and Industrial Corridors

On November 8, 2022, voters approved a measure that modified existing City regulations to allow for the development of housing in commercial and industrial areas, while keeping residential neighborhoods intact and revitalizing commercial corridors. This site is within a commercial/industrial corridor covered by the measure. If an application for an entitlement moves forward, staff recommends the applicant proceed with community engagement for the project.

Measure Z

On November 8, 2016, voters approved Measure Z, which established an open space and public park impact fee and revised the name and composition of the Open Space & Recreation Advisory Committee. Since the project is a new development within the Measure Z boundaries, the commercial and office portion would be subject to the potential Measure Z park fee requirement of \$1.50 per square foot or as otherwise adopted by fee schedule. The Measure Z fees would be assessed at the time of issuance of building permit.

California Environmental Quality Act (CEQA)

The project is subject to environmental review pursuant to the California Environmental Quality Act, and therefore, an initial study will be prepared to determine whether the project might result in environmental effects. The proposed project will most likely require preparation of an Environmental Impact Report (EIR). The environmental document would include all CEQA-related analysis including studies related to public services such as police and fire and emergency services. The environmental

document would identify feasible mitigation measures (e.g., noise reducing and air quality measures for residential units) to reduce any significant environmental impacts of the project. Additional technical studies are required and would include infrastructure studies, Phase 1 hazardous materials study, noise study, air quality study, Vehicle Miles Traveled/traffic study and a water supply study.

ALTERNATIVES:

City Council may take one of the following actions:

1. Direct staff to proceed with the General Plan Amendment.
2. Direct staff not to proceed with the General Plan Amendment.
3. Continue the item to a date certain to request additional information.

FISCAL REVIEW:

Through the 2015-2035 General Plan update, the City prepared a fiscal model based on adopted land uses. Industrial uses were assumed on the project site for fiscal analysis purposes; this included a variety of assumptions such as property tax, sales tax, franchise tax, etc.

Potential fiscal benefits of the proposal include:

- Additional sales tax revenue generated by the small retail establishment;
- Additional property tax revenue generated from the new uses;
- Additional City of Costa Mesa fees for public improvements in the City;
- Generation of temporary construction jobs; and
- Generation of additional long-term employment opportunities related to management and maintenance of 1,050 new apartment units.

If the City Council directs staff to proceed with the project, a comprehensive project-specific fiscal analysis would be completed and would include an identification of both positive and negative fiscal impacts.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

The General Plan Screening is a preliminary requirement necessary to continue processing an application for the proposed land use change and associated development. Staff recommends that the City Council provide direction to staff as to whether to process a General Plan Amendment request and other associated entitlements for the development of a 14.25-acre parcel located at 3333 Susan Street with 1,050 residential units, 2,500 square feet of retail space, and 5.05 acres of open space ("Hive Live").

If the Council allows the project to proceed to an entitlement application, submittal of applications for a General Plan Amendment, Specific Plan Amendment, Zone Change, Development Agreement, Master Plan and Tentative Map would be required. Entitlement processing would include a comprehensive environmental review process and technical studies including infrastructure studies, Phase 1 hazardous materials study, noise study, water supply study, and a fiscal analysis.



April 2023

Honorable Mayor John Stephens; and Members of City Council:

Legacy Partners, on behalf of Invesco Real Estate, is pleased to present our General Plan Screening Application for The Hive Campus. In response to the City's identification of this location as a future housing site in the recently adopted Updated Housing Element, Legacy is proposing to evolve The Hive Campus into a multi-phased master-planned residential community dubbed "HIVE LIVE."

Legacy Partners has a reputation for delivering and operating luxurious residential communities. As you know, Legacy developed and currently manages 580 Anton in South Coast Metro, which is widely considered to be one of the finest residential communities in Southern California. This spring, we expect to deliver another luxury community known as Bloom South Coast in South Coast Metro adjacent to Costa Mesa. Through these projects, Legacy has developed a unique understanding and appreciation for the community.

In addition to assisting the City in fulfilling its RHNA obligations, HIVE LIVE will provide an opportunity to create a true work live environment in North Costa Mesa. HIVE LIVE's location is conducive for a walk-bike environment to local employers and will support local retail and restaurants such as The Lab/Camp, SOCO, and South Coast Plaza.

The Hive Campus is currently a 14.25-acre site developed with three two-story office buildings and a fourth approved (but not built) office building on the L.A. Chargers practice field. The Chargers have announced their intent to relocate their operations to Los Angeles, so this represents an actionable opportunity to plan and develop housing in the city in a master planned manner.

HIVE LIVE is envisioned to be a three phased community which would be developed over a number of years, starting on the vacant practice field and progressing to the north replacing the two-story office buildings. This would occur based upon market demand and the natural expiration of existing tenant leases.

Understanding the significance of Art in Costa Mesa, HIVE LIVE is inspired by the idea that "Architecture is Art." The phased communities are envisioned to be architecturally significant, "cousins" of one another under a common design umbrella and inspired by Costa Mesa's most iconic buildings, envisioned resident profiles, and nature.

The communities at HIVE LIVE will be highly amenitized, with ample open space and common areas. Common area spaces include club and recreational uses, including expansive workspace areas conducive for a "work from home" environment. The projects will include meaningful interior and exterior art pieces. We envision incorporating a café use for residents as well as local employees immediately adjacent to the community. This GP Screen Application package provides the broad strokes for our vision which would be refined further with our formal



entitlement application.

Moving forward, the project would seek: 1) a General Plan Amendment and/or a North Costa Mesa Specific Plan Amendment to modify the applicable development standards and establish site-specific density and intensity standards and make other necessary changes to the NCMSP; 2) a Master Plan; 3) a Tentative Parcel Map; and 4) a Development Agreement or amendment of the existing Home Ranch Development agreement pertaining to the 14.25 acres.

In addition to providing much need housing for local employer's the proposal will provide:

- Actionable housing opportunity to assist the City of Costa Mesa to fulfill its RHNA obligations on a site identified in the recently updated Housing Element.
- Additional City of Costa Mesa fees for public improvement and open space/parks in the city.
- Affordable opportunity to assist the City to fulfill its housing goals.
- Improved directionality of peak hour trips.
- Generation of temporary construction jobs.
- Generation of full-time jobs associated with the management and maintenance of the communities.

We look forward to your feedback and respectfully ask for your support to authorize us to process our General Plan Amendment application and related site entitlements.

Sincerely,

Timothy O'Brien
Senior Managing Director
LEGACY PARTNERS



June 13, 2023

Mr. Chris Yeager
 Ms. Irina Gurovich
City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626

RE: The Hive
General Plan Screening Application

Dear Chris and Irina,

As a follow up to your letter of May 3rd and our in-person meeting on May 18th, this letter will serve as a response to your general follow-up questions as numbered.

1. With respect to the proposed parking, we envision a parking ratio of not less than 1.50 spaces per unit per project phase. As we discussed, the parking ratio for 580 Anton is 1.75 spaces per unit, which has proven to be overparked. Linscott, Law & Greenspan conducted a survey of the 580 Anton property during the hours of 6pm through 3 am on an hourly basis on May 10th and May 20th and determined that the peak demand was 1.28 spaces per occupied unit. (See attached e-mail dated May 30th, 2023). We will retain Linscott, Law & Greenspan to conduct a comprehensive parking study during the entitlement process which would also consider the specific unit mix that we propose.
2. We envision approximately 2,500 square feet of retail space on the ground floor corner of the first project phase at South Coast Drive and Susan Street. This would likely consist of a boutique coffee use with lite food offerings, similar to “The Lost Bean” currently located at The Hive office campus. Given the limited size of the proposed space and that the use would largely support the Hive Residential communities and the local neighborhood, we don’t envision the need for dedicated parking for the space, especially given the off-peak operating nature of the use.
3. The project will seek a General Plan Amendment and a North Costa Mesa Specific Plan Amendment to modify the applicable development standards and establish site-specific density and intensity standards and make other necessary changes to the NCMSP, a Master Plan, Tentative Parcel Map, and a Development Agreement.



4. We envision that the open space between the project phases will create porous connectivity to the rail park for use by the local community. Also, we would propose to provide further pedestrian connectivity points on the rail trail and further enhance the rail park. We believe that the introduction of residential units adjacent to the rail trail will enhance the utilization and safety of the park.
5. Common Open Space total is 220,000 square feet or 37% of the site (net of the rail trail park) or 210 square feet per unit. In addition, most units would have private balconies or patios averaging 50 square feet per unit.
6. We are participating in stakeholder and city workshop meetings with a desire to see the city adopt a practical and productive affordable program. We envision complying with those policy requirements as those are in place.

Please let me know if you have any questions or require additional information.

Best Regards,

Timothy J. O'Brien

Timothy O'Brien

Senior Managing Director

From: [Keil Maberry](#)
To: [Tim O'Brien](#); [Christina Jones](#)
Cc: [Shane Green](#); [Richard E. Barretto](#); [Benjamin Mount](#); [David Pinto](#)
Subject: RE: GP Screening Package Outline
Date: Tuesday, May 30, 2023 1:07:10 PM

CAUTION: This email originated from **outside of LEGACY PARTNERS**. Do not click links or open attachments unless you know the content is safe.

Hi Tim and Christina. Below are the results of the parking surveys at 580 Anton. Looks like it came out to 1.28/DU for the peak demand.

Time	Parking Demand	
	May 10th, 2023	May20th, 2023
6:00 PM	209	238
7:00 PM	214	240
8:00 PM	238	235
9:00 PM	263	259
10:00 PM	270	264
11:00 PM	284	272
12:00 AM	295	288
1:00 AM	297	288
2:00 AM	298	288
3:00 AM	296	290
Peak Demand	298	290
Occupied Units	233	233
Parking Ratio	1.28	1.24

Keil Maberry, P.E.

Principal

maberry@llgengineers.com



Linscott, Law & Greenspan, Engineers

2 Executive Circle, Suite 250

Irvine, CA 92614

949.825.6175 x228

www.llgengineers.com



March 27, 2023

Mr. Tim O'Brien
Legacy Partners
5141 California Avenue, Suite 100
Irvine, CA. 92617

LLG Reference: 2.22.4668.1

Subject: **Traffic Circulation Assessment for the Proposed
Hive Apartments Project**
Costa Mesa, California

Dear Mr. O'Brien:

Linscott, Law & Greenspan, Engineers (LLG) is pleased to submit the following Traffic Impact Assessment for the proposed Hive Apartments to replace the existing and entitled office development on west side of Susan Street between Sunflower Avenue and South Coast Drive in the City of Costa Mesa, California. This analysis evaluates the potential traffic circulation impacts associated with the proposed multifamily residential replacement Project consistent with City of Costa Mesa requirements based on the *City of Costa Mesa Transportation Impact Analysis Guidelines, (October 2020)*.

PROJECT LOCATION AND DESCRIPTION

The existing development on the site consists of 172,176 (SF) office development within three (3) buildings and the entitled development consists of 80,000 SF of office use on the portion of the Project site currently occupied with a professional football training field. **Figure 1** presents existing site aerial, which shows the existing development on the site. The proposed Project will consist of demolishing the existing office buildings and football training field to construct 1,050 multifamily dwelling units within three (3) five-story apartments buildings. **Figure 2** presents the proposed site plan for the Project, prepared by Architects Orange, which shows the proposed apartment development. Site access for the proposed apartments will continue to be provided via the two (2) existing driveways along Susan Street.

Engineers & Planners

Traffic
Transportation
Parking

Linscott, Law & Greenspan, Engineers

2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 T
949.825.6173 F
www.llgengineers.com

Pasadena
Irvine
San Diego
Woodland Hills

Philip M. Linscott, PE (1924-2000)
Jack M. Greenspan, PE (Ret.)
William A. Law, PE (Ret.)
Paul W. Wilkinson, PE
John P. Keating, PE
David S. Shender, PE
John A. Boorman, PE
Clare M. Look-Jaeger, PE
Richard E. Barretto, PE
Keil D. Maberry, PE

PROJECT TRAFFIC CHARACTERISTICS

Trip Generation Forecast Comparison

Traffic generation is expressed in vehicle trip ends, defined as one-way vehicular movements, either entering or exiting the generating land use. Generation equations and/or rates used in the traffic forecasting procedure are found in the Eleventh Edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE) [Washington D.C., 2021].

Table 1, attached, summarizes the trip generation rates used in forecasting the vehicular trips generated for the proposed Project and existing/entitled land use and also presents the proposed Project's net forecast peak hour and daily traffic volumes. As shown in the upper portion of *Table 1*, the trip generation potential of the proposed Project was estimated using the using ITE Land Use 221: *Multifamily Housing (Mid-Rise) Not Close to Rail Transit* trip rates whereas the existing/entitled uses were estimated using the using ITE Land Use 710: *General Office Building*. Review of the middle of *Table 1* indicates that the proposed apartment Project is forecast to generate 4,858 daily trips, with 396 trips (91 inbound, 305 outbound) produced in the AM peak hour and 417 trips (254 inbound, 163 outbound) produced in the PM peak hour on a "typical" weekday.

Next, review of the following section of *Table 1* indicates that the existing/entitled 252,176 SF office use is forecast to generate 2,733 daily trips, with 384 trips (338 inbound, 46 outbound) produced in the AM peak hour and 363 trips (62 inbound, 301 outbound) produced in the PM peak hour on a "typical" weekday.

As shown on the last row of *Table 1*, the net trip generation potential of the proposed Project compared to the trip generation of the existing/entitled office use is 2,034 net greater daily trips, with 5 net greater trips (-249 inbound, +254 outbound) produced in the AM peak hour and 47 net greater trips (+188 inbound, -141 outbound) produced in the PM peak hour on a "typical" weekday.

As a result, based on the net trip generation forecast for the proposed Project compared to the existing/entitled uses for the Project site (< 50 peak hour trips) as well as the directionality of the net positive peak hour trips, which is generally opposite the peak directionality of traffic flow in the area, the proposed Project will not significantly impact the surrounding transportation system and does not require the preparation of a traffic impact study including level of service.

CONCLUSION

Based on the results of the aforementioned net project trip generation forecast for the proposed Hive Apartments Project, which is 2,034 net greater daily trips, with 5 net greater trips (-249 inbound, +254 outbound) produced in the AM peak hour and 47 net greater trips (+188 inbound, -141 outbound) produced in the PM peak hour on a "typical" weekday, we conclude that the proposed Project's traffic circulation impact is considered "insignificant" based on the City's "50-trip threshold" and directionality of the net positive peak hour trips. Therefore, the Project would not require any specific traffic analysis that includes level of service.

We appreciate the opportunity to provide this Traffic Impact Assessment. Should you need further assistance, or have any questions regarding this analysis, please call us at (949) 825-6175.

Very truly yours,

Linscott, Law & Greenspan, Engineers



Keil D. Maberry, P.E.
Principal

Attachments





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LINSCOTT
LAW &
GREENSPAN
engineers



NO SCALE

SOURCE: GOOGLE

KEY

 = PROJECT SITE

FIGURE 1

EXISTING SITE AERIAL
HIVE APARTMENTS, COSTA MESA



NO SCALE

SOURCE: ARCHITECTS ORANGE

FIGURE 2

PROPOSED SITE PLAN
HIVE APARTMENTS, COSTA MESA



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TABLE 1
PROJECT TRAFFIC GENERATION RATES AND FORECAST¹
HIVE APARTMENTS, COSTA MESA

ITE Land Use Code / Project Description	Daily 2-Way	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
<u>Trip Generation Rates:</u>							
▪ 221: Multifamily Housing (Mid-Rise) Not Close to Rail Transit (TE/DU)	4.54	23%	77%	0.37	61%	39%	0.39
▪ 710: General Office Building (TE/TSF)	10.84	88%	12%	1.52	17%	83%	1.44
<u>Proposed Project Trip Generation Forecast:</u>							
▪ Hive Apartments (1,050 DU)	4,767	89	300	389	250	160	410
<i>Total Proposed Project Trip Generation</i>	4,767	89	300	389	250	160	410
<u>Existing and Entitled Trip Generation Forecast:</u>							
▪ Existing Office Buildings (172,176 SF)	1,866	231	31	262	42	206	248
▪ Entitled Office Buildings (80,000 SF) ²	1,075	107	15	122	20	95	115
<i>Total Existing/Entitled Trip Generation</i>	2,733	338	46	384	62	301	363
Net Project Trip Generation Forecast (Proposed Project vs. Entitled)	2,034	(249)	254	5	188	(141)	47

Notes:

- TE/DU = trip end per dwelling unit
- TE/TSF = trip ends per 1,000 square feet

¹ Source: *Trip Generation*, 11th Edition, Institute of Transportation Engineers (ITE), Washington, D.C. (2021).

² Source: *North Costa Mesa Specific Plan*.



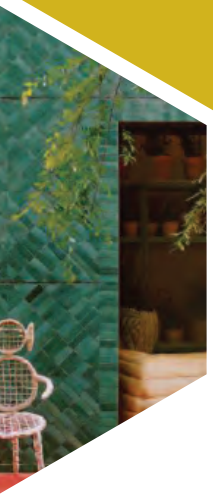
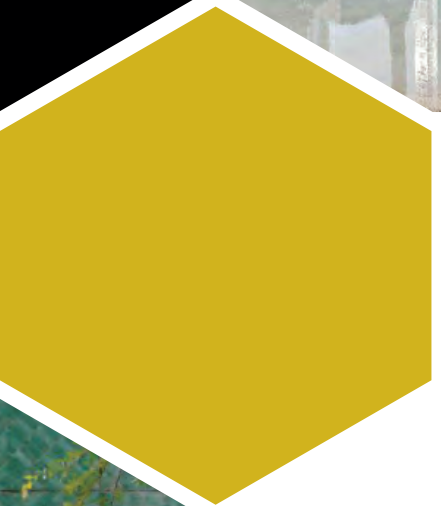
ATTACHMENT 4



HIVE LIVE

General Plan Screening Submittal

APRIL 2023



-1-



HELLO

April 2023

Honorable Mayor John Stephens; and Members of City Council:

Legacy Partners, on behalf of Invesco Real Estate, is pleased to present our General Plan Screening Application for The Hive Campus. In response to the City's identification of this location as a future housing site in the recently adopted Updated Housing Element, Legacy is proposing to evolve The Hive Campus into a multi-phased master-planned residential community dubbed "HIVE LIVE."

Legacy Partners has a reputation for delivering and operating luxurious residential communities. As you know, Legacy developed and currently manages 580 Anton in South Coast Metro, which is widely considered to be one of the finest residential communities in Southern California. This spring, we expect to deliver another luxury community known as Bloom South Coast in South Coast Metro adjacent to Costa Mesa. Through these projects, Legacy has developed a unique understanding and appreciation for the community.

In addition to assisting the City in fulfilling its RHNA obligations, HIVE LIVE will provide an opportunity to create a true work live environment in North Costa Mesa. HIVE LIVE's location is conducive for a walk-bike environment to local employers and will support local retail and restaurants such as The Lab/Camp, SOCO, and South Coast Plaza.

The Hive Campus is currently a 14.25-acre site developed with three two-story office buildings and a fourth approved (but not built) office building on the L.A. Chargers practice field. The Chargers have announced their intent to relocate their operations to Los Angeles, so this represents an actionable opportunity to plan and develop housing in the city in a master planned manner.

HIVE LIVE is envisioned to be a three phased community which would be developed over a number of years, starting on the vacant practice field and progressing to the north replacing the two-story office buildings. This would occur based upon market demand and the natural expiration of existing tenant leases.

Understanding the significance of Art in Costa Mesa, HIVE LIVE is inspired by the idea that "Architecture is Art." The phased communities are envisioned to be architecturally significant, "cousins" of one another under a common design umbrella and inspired by Costa Mesa's most iconic buildings, envisioned resident profiles, and nature.

The communities at HIVE LIVE will be highly amenitized, with ample open space and common areas. Common area spaces include club and recreational uses, including expansive workspace areas conducive for a "work from home" environment. The projects will include meaningful interior and exterior art pieces. We envision incorporating a café use for residents as well as local employees immediately adjacent to the community. This GP Screen Application package provides the broad strokes for our vision which would be refined further with our formal entitlement application.

Moving forward, the project would seek: 1) a General Plan Amendment and/or a North Costa Mesa Specific Plan Amendment to modify the applicable development standards and establish site-specific density and intensity standards and make other necessary changes to the NCMSP; 2) a Master Plan; 3) a Tentative Parcel Map; and 4) a Development Agreement or amendment of the existing Home Ranch Development agreement pertaining to the 14.25 acres.

In addition to providing much need housing for local employer's the proposal will provide:

- Actionable housing opportunity to assist the City of Costa Mesa to fulfill its RHNA obligations on a site identified in the recently updated Housing Element.
- Additional City of Costa Mesa fees for public improvement and open space/parks in the city.
- Affordable opportunity to assist the City to fulfill its housing goals.
- Improved directionality of peak hour trips.
- Generation of temporary construction jobs.
- Generation of full-time jobs associated with the management and maintenance of the communities.

We look forward to your feedback and respectfully ask for your support to authorize us to process our General Plan Amendment application and related site entitlements.

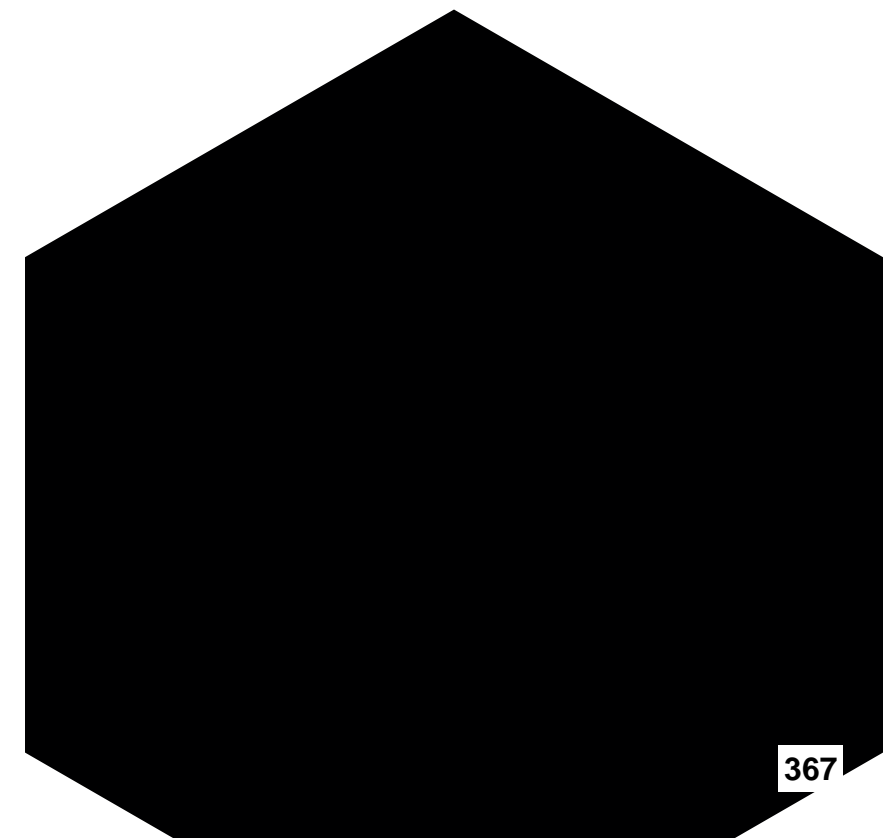
Sincerely,



Timothy O'Brien
Senior Managing Director
LEGACY PARTNERS



HIVE
LIVE





FIRM PROFILE



FIRM PROFILE

Founded in 1969, Legacy Partners has developed over 60,000 apartment homes valued at over \$7 billion across the United States with some of the world’s largest financial institutions, life insurance companies, and real estate companies. Legacy Partners also manages over 11,000 units nationally and 6,000 in Southern California.

Legacy Partners has had a local presence in Orange County since the 1970’s. Tim O’Brien has operated as its Southern California Partner since 2007. Tim was born and raised in Costa Mesa and has worked in the area during his entire career.



Invesco Real Estate has managed investors’ funds in separate real estate accounts since 1993. Over the last 40 years Invesco has become one of the largest real estate investment management firms in the world, currently managing over \$90 billion in assets from its twenty-one offices across 16 countries, by focusing on assets in high-quality markets like Costa Mesa and the South Coast Metro.



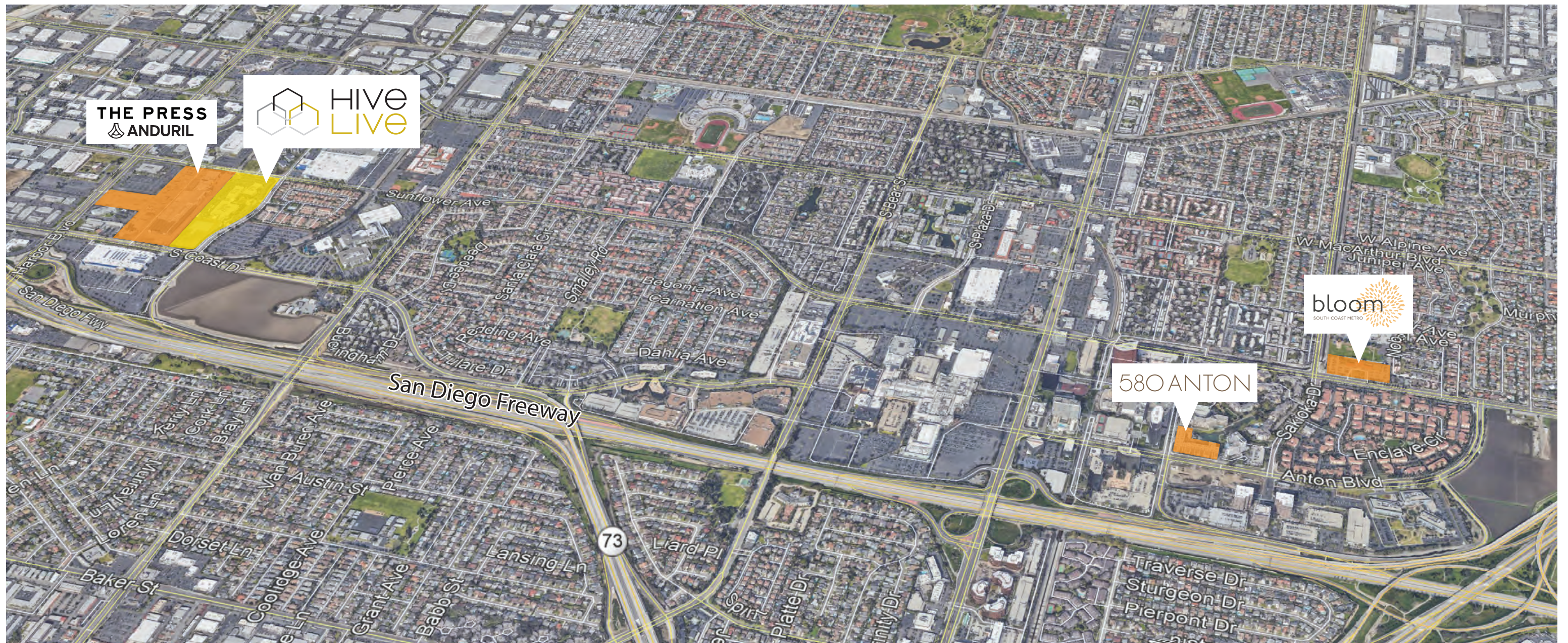
LOCAL EXPERIENCE

In 2018, Legacy Partners completed 580 Anton in The Town Center of Costa Mesa. 580 Anton generates some of the highest rents in Orange County, outside of Fashion Island, and is regarded to be one of the finest multi-family residential projects in Southern California.

Legacy Partners is completing construction on a 226-unit luxury residential project known as Bloom South Coast at 651 Sunflower

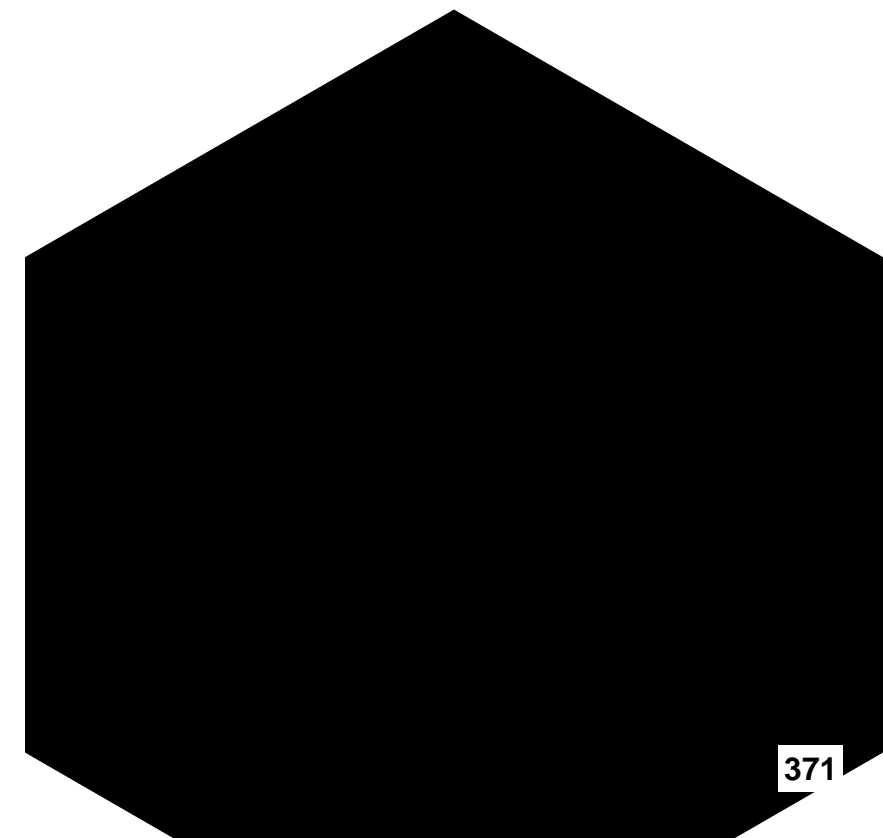
Avenue in Santa Ana. Legacy Partners was publicly commended by the City Council for its efforts in gaining broad community support for the Sunflower project.

Invesco Real Estate, through affiliates, has owned The Hive Campus since 2018 and is also the capital partner for the adjacent Press/Anduril Campus.





HIVE
LIVE





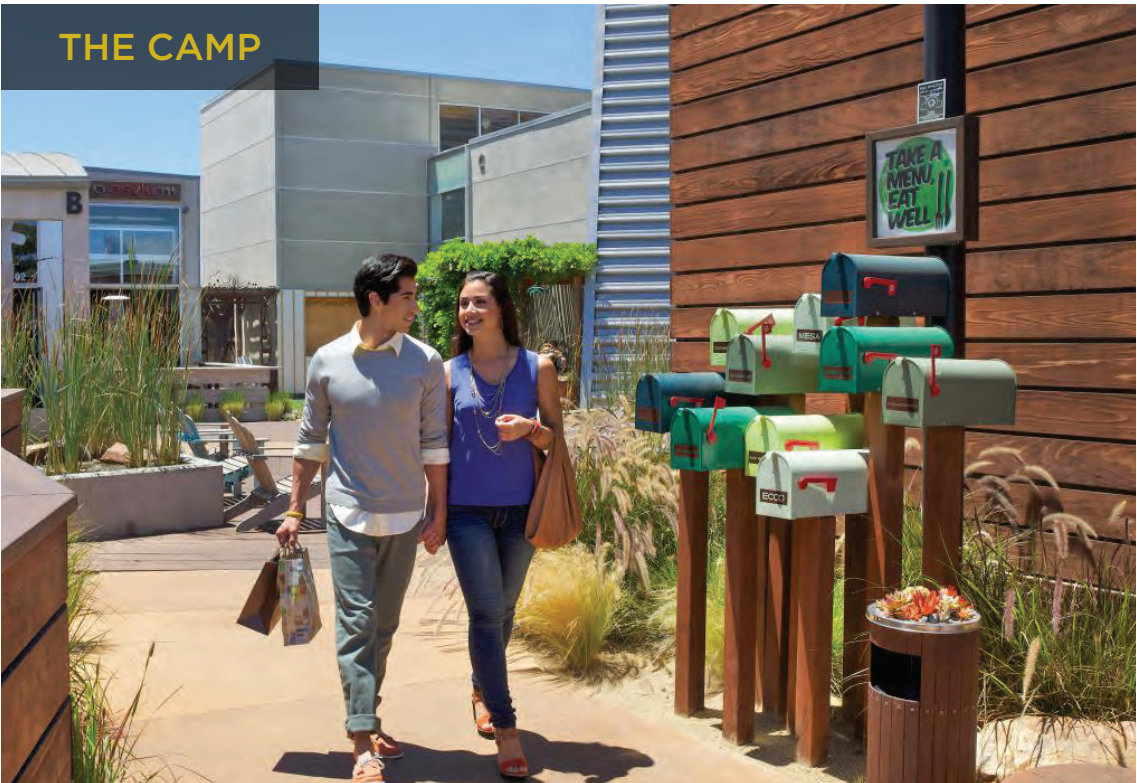
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CONTEXT & VISION



COMPLEMENTING COSTA MESA'S VISION

Costa Mesa is thriving in every way. The City of The Arts continues to lead the way for creativity with world-class venues such as South Coast Plaza, Segerstrom Center for the Arts, Orange County Museum of Art, The Lab/Anti-Mall, and the SOCO District. Home to the VANS Corporate Office, a vast Shepard Fairey mural, and located only a few miles from the beach, Costa Mesa is the epitome of Southern California. HIVE LIVE will perfectly align with Costa Mesa's vibe and continue the creative legacy of meaningful living. It will fuel the creative momentum for the city to experience an exciting and prosperous present and future.



ORANGE COUNTY MUSEUM OF ART



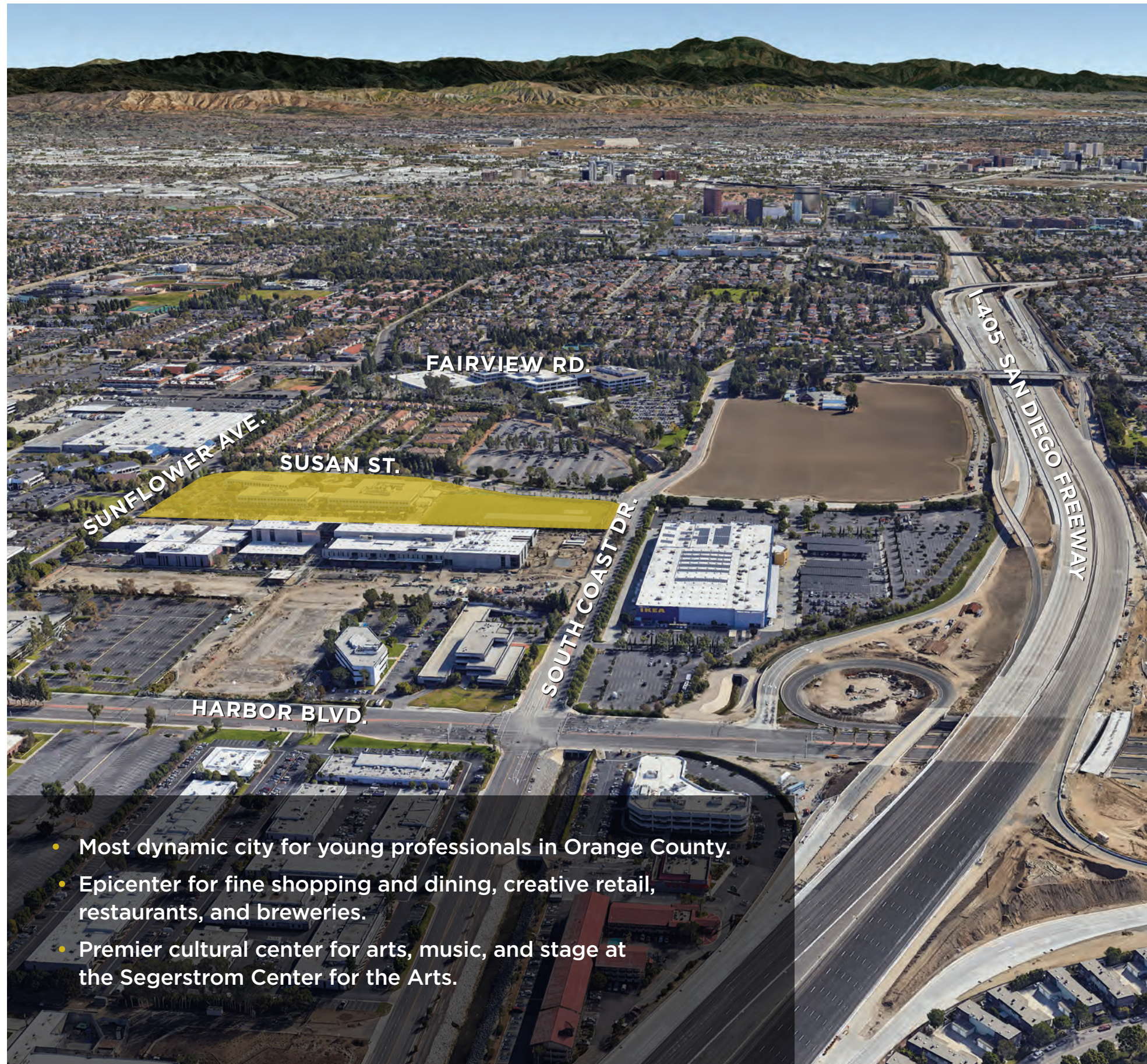
COSTA MESA H. S. PERFORMING ARTS CENTER

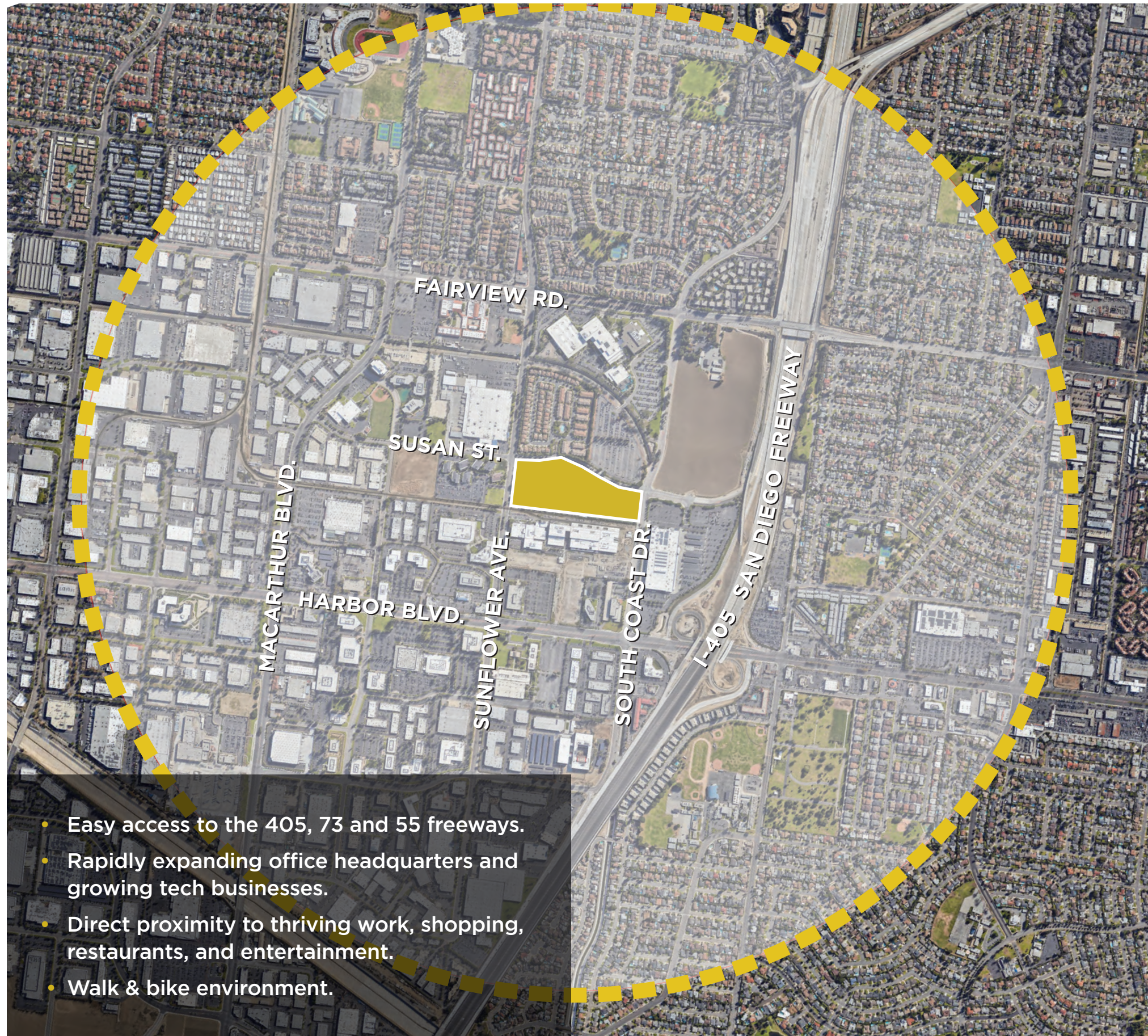


NOGUCHI GARDEN



SHEPARD FAIREY MURAL





- Easy access to the 405, 73 and 55 freeways.
- Rapidly expanding office headquarters and growing tech businesses.
- Direct proximity to thriving work, shopping, restaurants, and entertainment.
- Walk & bike environment.





HIVE
LIVE

3

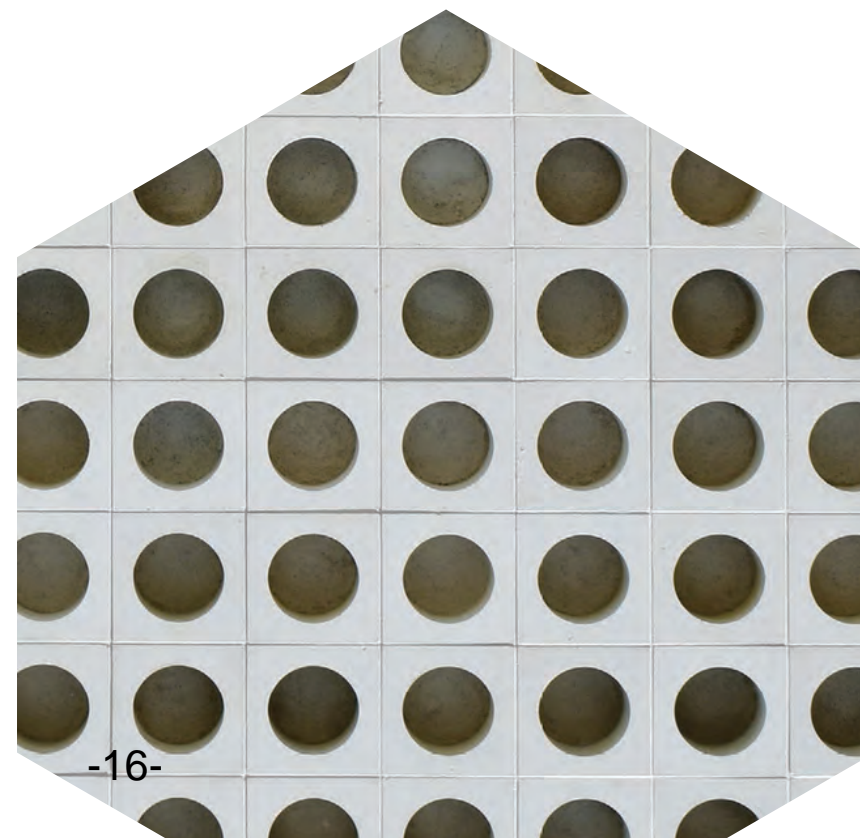
CONCEPT STUDY



THE CONCEPT

Calibrated just for Costa Mesa, HIVE LIVE is an exciting, new opportunity to unite modern living, lifestyle, and livelihood in a unique way with more agility and imagination. This premier campus concept will give the live, work, & play matrix more depth, strength, and nuance. It will be an experience, not merely an address. This energetic approach will appeal to people looking for their ‘everything’ place and those who didn’t realize it was possible.

Utilizing nature and intuitive design, HIVE LIVE will honor all the touch points that matter most — in real-time.



HIVE LIVE IS...

A TRANQUIL AND IMPRESSIVE PLACE TO LIVE WITH ALL THE ADVANTAGES OF MODERN CONSTRUCTION, FEATURES, AND ACTIVE AMENITIES THAT THE MARKET WANTS.

A CAREFREE AND THOUGHTFUL PLACE TO ENJOY SPONTANEITY MORE OFTEN.

A DOWN-TO-EARTH PLACE TO CREATE NEW MEMORIES AND CONNECT TO THE COMMUNITY AND CITY MEANINGFULLY.

A PLACE TO FEEL PART OF SOMETHING BIGGER YET HAVE PLENTY OF ROOM TO BE YOURSELF TO ACHIEVE EQUILIBRIUM AND WELL-BEING.

A PERFECT LOCATION THAT ALLOWS IMMEDIATE ACCESS TO INNOVATIVE WORK HUBS TO HELP PEOPLE DREAM, LEAD, AND SUCCEED BETTER THAN EVER.

HIVE LIVE IS AN EXPERIENCE TO DO IT ALL AND DO IT WELL.





HIVE LIVE will be inspired by human motivation and a core sense of self. Each building will be assigned a compelling and unique identity to convey an impressive emotional story. They will resonate with prospects and residents alike and will invite the audience to discover living that feels like it was curated and designed for just them.

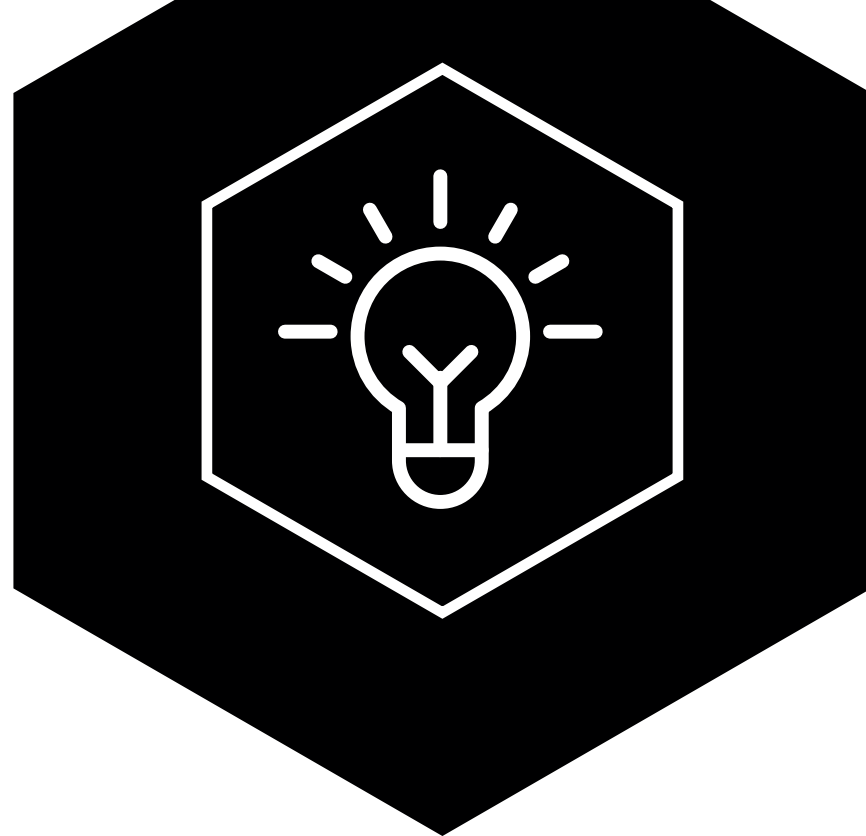
CONTEXT

The site is on the corner of South Coast Drive and Susan Street and extends to W. Sunflower Avenue. IKEA furniture store is located south of the proposed site. Industrial and office uses are to the west and directly across to the east is a gated residential development consisting of 2-story townhouses and single-family residences.

OVERALL BUILDING AND SITE CONCEPT

There are 3 phases to the overall masterplan of the project. All 3 buildings are designed in a “wrap” configuration with residential units concealing the central residential parking structure. Vehicular entries to each of the 3 phases are from Susan Street. An expansive pool and recreational facility are featured on the ground level for each phase of the project. The residential building configurations are designed to feature courtyards that break-up the building massing along Susan Street and to provide opportunities for landscaping. The Rail Trail is directly adjacent to the proposed development on the west side of the site. There are ample plazas and landscaped paseos between buildings to create a connected, pedestrian friendly experience and to activate the entire block and surrounding neighborhood.





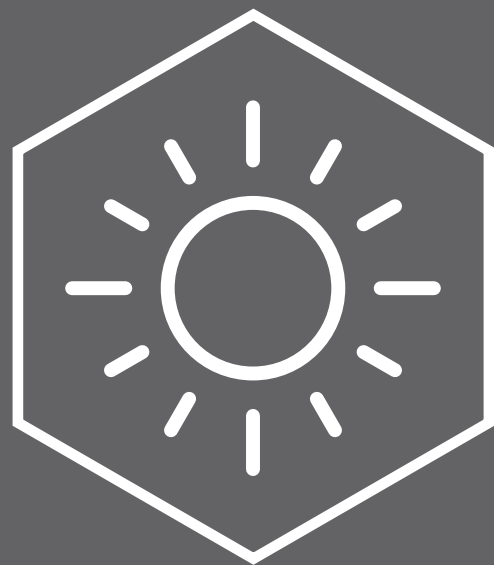
THE INNOVATOR

Living in the now with a keen eye on tomorrow, The Innovator building concept will celebrate active and driven lifestyles. Ones that love staying invigorated in mind and body. It will have modern spaces that make socializing easy and stylish with vibrant amenities that are convenient. The overall feeling will be a daily sense of accomplishment.

- ACTIVE
- SOCIAL
- ORIGINAL
- MODERN





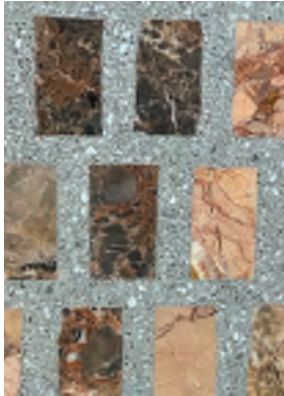
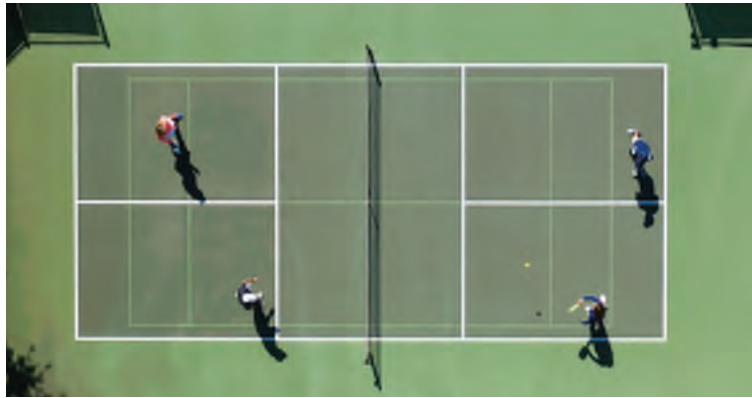


THE EXPLORER

This building's concept will be one of a muse. The Explorer building concept will inspire creativity, expression, and intellectual and outdoor adventure. The vibe will be a casual luxury that's easy yet refined. Residents here will experience an ongoing curiosity about the world that's effortless and inviting to keep them stimulated.

- CREATIVE
- OUTDOOR
- ADVENTUROUS
- LAID BACK LUXURY





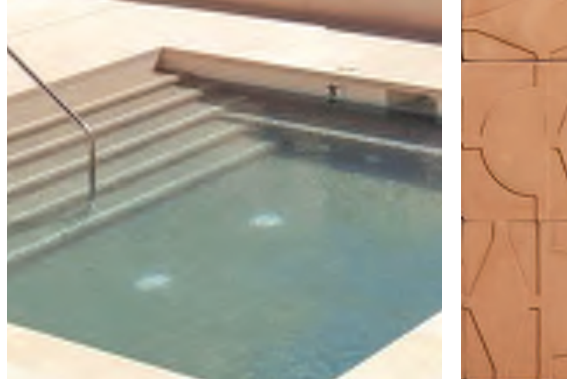


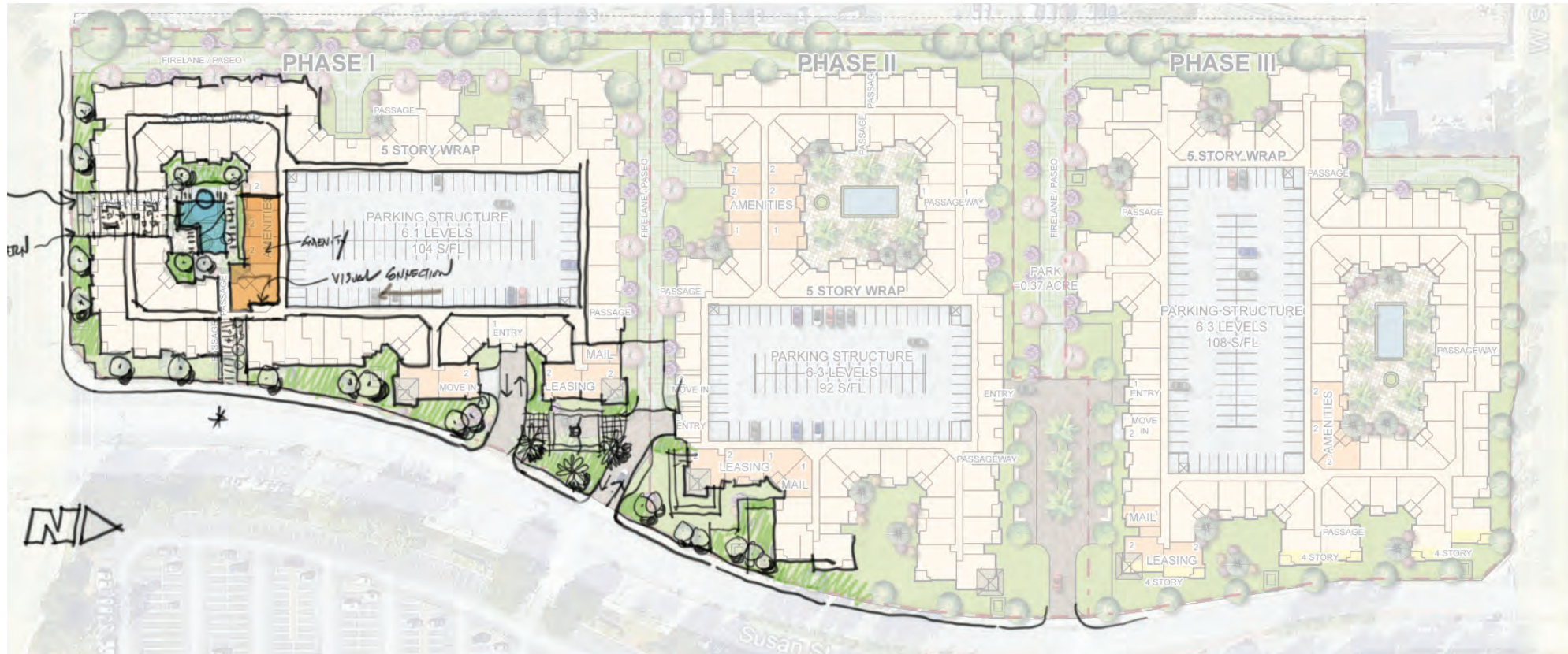
THE ECO-ENTHUSIAST

Pure in heart and mindful in the soul, The Eco-Enthusiast building concept will be a peaceful place to connect to what matters. The design will celebrate nature and sustainability for a tranquil yet refined place to live well. This building will bring much-needed calm, wellness, and balance to today's busy lifestyles.

- WELLNESS
- MEDITATION
- REFINED
- NATURAL









FACADE MASSING AND ARTICULATION

The building facades are contemporary and urban in character and respond to its neighborhood context. At the corner of Susan Street and South Coast Drive (Phase 1), the building is larger in massing to create an iconic statement for this new development and to establish a new gateway for this new thriving community. Also featured at the corner are the resident amenities in a 2-story setting with a direct pedestrian connection to Susan Street.

ARCHITECTURAL STYLE AND CHARACTER

Phase 1 is themed as “The Innovator”. This is characterized by larger wall planes and massing, a variety of window proportions arranged asymmetrically. The building also features an angled break in its mass on Susan Street and highlighted with a vertical angled wall mass to signify the main corner of the project. Accent colors are introduced on the balconies to create interest with wood-looking tile at the base of the building to create a warm, natural aesthetic.



ARCHITECTURAL STYLE AND CHARACTER

Phase 2 is themed as “The Explorer” and its architectural style is transitional. The architectural style introduces and features a horizontal roof plane element and a gable roof form to respond to the adjacent residential neighborhood. Vertical siding is used to create texture and vertical shadow play. Warm earth tones are also used with wood-looking tile accents.



FACADE MASSING AND ARTICULATION

The massing of the buildings in Phase 2 and Phase 3 begin to break down into smaller components to respond to the existing 2-story residential neighborhood directly east. This is achieved through a series of building courtyards, plazas, roofline variations, and terracing of the building mass from 5 to 4-stories. Also featured is the introduction of gable roofs to respond to the adjacent residential community.



ARCHITECTURAL STYLE AND CHARACTER

Phase 3 is themed “The Eco-Enthusiast” and is characterized by smaller gable roof forms articulated to create a smaller scale contemporary residential village. The massing is terraced from 5 to 4 stories with wood trellises and designed in a contemporary aesthetic. Metal canopies are used in the façade to add texture, shadows and color. Vertical siding is also used to create texture and to contrast the stucco base of the building.





HIVE
LIVE





CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1336

Meeting Date: 8/1/2023

TITLE:

AUTHORIZATION TO SUBMIT A JOINT APPLICATION WITH THE COUNTY TO THE STATE FOR BEHAVIORAL HEALTH BRIDGE HOUSING FUNDS TO INCREASE CAPACITY AND IMPLEMENT BEHAVIORAL HEALTH CARE AT THE BRIDGE SHELTER

DEPARTMENTS: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER, (714)754-5274

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize submission of an application with the Orange County Health Care Agency to the California Department of Health Care Services for Behavioral Health Bridge Housing Program funds to increase capacity at the Bridge Shelter by adding 15 behavior health beds and associated services for individuals with Serious Mental Illness (SMI) or Substance Use Disorder (SUD), and appropriate all awarded funds to the Housing Authority's Shelter Budget.
2. Authorize the City Manager or her designee to execute agreements and amendments to agreements to bring the Bridge Shelter Behavioral Health Project to fruition.

BACKGROUND:

Costa Mesa Bridge Shelter

In March 2019, the City Council approved the purchase and renovation of the building located at 3175 Airway Avenue as the future location of the Costa Mesa Bridge Shelter. While the entire building consists of over 27,000 square-feet of floor space, the Bridge Shelter currently occupies one-half of the building (Unit B), with the other half of the building (Unit A) being leased by the City to a local business.

In November 2020, the cities of Costa Mesa and Newport Beach ("Cities") entered into a Memorandum of Understanding (MOU) to share the costs of developing and operating the then 72-bed Bridge Shelter. Later, in June 2023, the MOU was amended to increase Shelter capacity to 88 total beds. As a result, 25 of the Shelter's beds were set aside for exclusive use by Newport Beach clients, 60 beds were allocated for exclusive use by Costa Mesa clients, as well as three (3) beds for emergency use by both Cities.

The Bridge Shelter serves over 200 individuals each year and has an annual operating cost of approximately \$2.7 million.

Recent State Legislation

On August 31, 2022, Senate Bill 1338 (SB 1338) was passed into law enacting the Community Assistance, Recovery, and Empowerment (CARE) Act, which authorizes the creation of a voluntary CARE agreement, or a court-ordered CARE plan, and implements services to provide behavioral health care to adults diagnosed with Serious Mental Illness (SMI) and/or Substance Use Disorder (SUD).

Behavioral Health Bridge Housing Program

On September 6, 2022, Assembly Bill 179 (AB 179) was signed into law authorizing amendments to the Budget Act of 2022. Included in the amendments was the creation of the Behavioral Health Bridge Housing (BHBH) Program via reallocation of \$1.5 billion to the Department of Health Care Services (DHCS) for allocation to counties to support planning, implementation and infrastructure costs for the CARE Act. The primary focus of the BHBH Program is to assist individuals experiencing homelessness who have serious behavioral health conditions that prevent them from accessing resources and securing permanent housing.

On February 24, 2023, the DHCS released a Request For Applications (RFA), which made available \$907 million to the 58 county Behavioral Health Agencies in California, including up to \$31.6 million available to the Orange County Health Care Agency (OCHCA).

The OCHCA has expressed interest in collaborating with the City of Costa Mesa (City) to provide behavioral health care and housing for individuals diagnosed with SMI and/or SUD by increasing capacity at the Bridge Shelter and incorporating on-site behavioral health services.

ANALYSIS:

Behavioral Health generally refers to the effect of one's behaviors and emotions on their overall well-being, with a specific focus on mental health and substance use disorders. According to the Substance Abuse and Mental Health Services Administration (SAMHSA) 20% of adults in the U.S. have a clinically significant mental health or substance use disorder. Further, as identified in the 2022 Point In Time (PIT) Count, of the 4,996 adults experiencing homelessness in Orange County, 33% (1,633 people) reported struggling with substance use and 29% (1,445 people) were diagnosed with a mental health disorder. As seen in the statistics above, mental health and substance use disorders affect all people regardless of housing status, yet many people fail to receive treatment due to the cost and scarcity of behavioral health services.

While the City has a comprehensive system of care for those experiencing homelessness, one of the last remaining gaps is the provision of behavioral health services. The absence of high-quality behavioral health care means barriers to employment and housing remain unaddressed, which significantly reduces a client's chances of securing and retaining permanent housing.

The BHBH Program provides funding to expand infrastructure and services to augment the behavioral health system for those diagnosed with SMI and/or SUD. Specifically, the BHBH Program provides formula grant funding for the creation and ongoing operation of permanent or interim housing units, coupled with wrap-around behavioral health services. Approved BHBH projects are eligible to receive up to \$75,000 per behavioral health bed created, as well as annual operating subsidies for the provision of supportive services. Funding of up to \$75,000 annually per BHBH bed are available upon the activation of behavioral health beds and guaranteed until June 30, 2027. Therefore, after June 30, 2027, the City will need to reapply or locate other sources of funding. At this time, there is no additional funding identified in the State BHBH Program past June 30, 2027. However, staff's belief is that providing these much needed services to clients at the Bridge Shelter for the grant funding period would significantly increase outcomes and help to reduce homelessness for those in the program over the next four years.

Project Overview

The Bridge Shelter Behavioral Health Project (Project) contemplates the creation of 15 new behavioral health beds and the provision of associated services within the Shelter's existing footprint. If approved and upon completion, the Bridge Shelter's capacity will increase from 85 to 100 total guests with specialized behavioral health services available for as many as 15 guests diagnosed with SMI and/or SUD. The three emergency beds currently available at the shelter for quarantine and other purposes would remain as is.

Project Budget - Capital Improvements

The BHBH Program provides one-time capital grant funding up to \$75,000 per bed to expand the behavioral health infrastructure. Upon the activation of the BHBH Program, the program grant also provides up to \$1,125,000 for any capital costs associated with these 15 behavioral health beds. The capital improvements required to add these 15 BHBH beds includes the beds, lockers, and the installation of divider extensions over existing pony walls that are adjacent to bunk beds. There may also be certain modifications needed for the restrooms, kitchen or dining areas; however, major construction is not needed as the bridge shelter is already built to accommodate 100 beds. No additional City funding would be needed to build out these 15 additional beds.

Project Timeline

The Project requires only minor improvements to the existing dorms; thus, the 15 behavioral health beds are anticipated to be available for occupancy within twelve months of an award of BHBH Program funds. Any other capital improvements will have no effect on the timing in which the 15 BHBH beds will be available for occupancy as they would be focused on improving quality of life for guests (i.e. HVAC, kitchen upgrades, dorm upgrades, etc.).

Project Budget - Shelter Operations

The BHBH Program provides ongoing operating subsidies for the provision of shelter services to individuals occupying a BHBH bed. Unlike the formula grant utilized to determine one's award of capital funds, operating funds are negotiated based on the actual costs associated with operating the BHBH beds. At a later date and contingent upon both City Council approval and an award of BHBH

Program funds, an MOU with the OCHCA will be executed for an annual award of approximately \$570,000 to offset the cost of operating the new 15 Behavioral Health beds. This amounts to an estimated \$38,000 per BHBH bed. Per State guidelines, the funding would begin upon activation of the BHBH beds, which is projected at February of 2024, and funding would expire on June 30, 2027. The City will need to identify a structural ongoing source of funding after this date in order to continue offering on-site behavioral health care. The County has expressed a verbal commitment to work with the City to help secure grants and other funding sources to help offset future costs once this funding expires. Further, additional rounds of BHBH funding are anticipated, but not guaranteed, to be made available for both new and previously approved projects.

Shelter Operations

It is anticipated the Project would have little effect on the day-to-day operations of the Bridge Shelter. However, while the City will maintain control over nearly all aspects of the guest selection process, CARE Court participants referred to the Bridge Shelter will receive first priority for entry into the Program, regardless of city of origin for the 15 BHBH beds. Further, beds that are unable to be filled by local clients must be made available to non-Costa Mesa/Newport Beach residents experiencing homelessness within the Central Service Planning Area (SPA). Any vacated bed due to a permanent housing placement will, once again, be made available for occupancy by a Costa Mesa/Newport Beach client, assuming no CARE Court participant is on a waiting list for placement.

Mental illness and substance use pose significant barriers to accessing services, including emergency shelter. As a result, many individuals suffering from SMI and/or SUD are unable to thrive in a shelter setting absent behavioral health care. The grant funds allow the opportunity for local providers to coordinate on-site delivery of behavioral health services, thus rendering the Shelter a more viable option for many who may have never accessed the resource. Further, current guests of the Shelter diagnosed with SMI and/or SUD will be transitioned to a BHBH bed, which will decrease the rate of recidivism and greatly improve the likelihood of guests achieving a positive outcome.

The Behavioral Health Care Project provides an opportunity to increase overall Shelter capacity by 15 beds at little to no cost to the City, expands the Shelter's service model to make the resource available for a broader range of unsheltered clientele, and augments services available to current guests who may otherwise have left their behavioral health conditions untreated.

ALTERNATIVES:

The City Council can deny staff's request, which would result in the Shelter's capacity being maintained at 88 beds without the availability of on-site behavioral health services.

FISCAL REVIEW:

As mentioned previously, the BHBH Program provides ongoing funding for the provision of shelter and behavioral health services to individuals occupying a BHBH bed through June 30, 2027. Thereafter, the City can apply for BHBH Round 2 funds and/or work with the County to identify an alternative source of funding to continue offering specialized behavioral health care to Bridge Shelter guests. If no other funding source were available, the City could still help individuals in need of these services over the next four years which is a worthwhile endeavor.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Authorize submission of an application with the Orange County Health Care Agency to the California Department of Health Care Services for Behavioral Health Bridge Housing Program funds to increase capacity at the Bridge Shelter by adding 15 behavior health beds and associated services for individuals with Serious Mental Illness (SMI) or Substance Use Disorder (SUD), and appropriate all awarded funds to the Housing Authority's Shelter Budget.
2. Authorize the City Manager or her designee to execute agreements and amendments to agreements to bring the Bridge Shelter Behavioral Health Project to fruition.

		Gas Tax (HUTA) Fund	Park Dev. Fees Fund	Drainage Fund
No.	Category/Project Title	201	208	209
FACILITIES				
1	Building Modification Projects			
2	City Hall - 1st Floor Finance Security & Efficiency Reconfiguration			
3	Civic Center - Painting, Carpet Replacement, and Miscellaneous Improvements			
4	Corp Yard- Installation of HVAC Rooftop Unit			
5	Costa Mesa Country Club Grounds Improvements			
6	Costa Mesa Country Club Modernization			
7	Fire Station 2 Reconstruction			
8	Fire Station 3 Replacement Fuel Tank			
9	Fire Stations - Minor Projects at Various Fire Stations			
10	Police Department - Carpet Replacement & Interior and Exterior Repaint			
11	Westside Police Sub-Station Improvement Design			
	TOTAL FACILITIES	\$ -	\$ -	\$ -
PARKS				
12	Balearic Community Center Asphalt Surfacing			
13	Brentwood Park Improvements		\$ 400,000	
14	Fairview Park - Educational Hubs and Signage		\$ 90,000	
15	Fairview Park - Fencing, Signage, and Trail Restoration		\$ 150,000	
16	Fairview Park - Mesa Restoration & Cultural Resource Preservation CA-ORA-58			
17	Fairview Park - Pump Station and Wetlands Recirculation System			
18	Fairview Park - West Bluff Stabilization and Restoration			
19	Jack Hammett Sports Complex LED Retrofit			
20	Shalimar Park Improvements			
21	Tennis Center Improvements			
22	TeWinkle Athletic Complex Improvements			
23	TeWinkle Bark Park LED Retrofit			
24	TeWinkle Park Lake Repairs			
25	Ketchum-Libolt Park Expansion			
26	Lions Park Café			
27	TeWinkle Skate Park Expansion			
28	Park Sidewalk / Accessibility Program			
29	Various Parks - Playground Repairs and Replacement			
	TOTAL PARKS	\$ -	\$ 640,000	\$ -
PARKWAY & MEDIANS				
30	Parkway & Medians Improvement Program			
31	Westside Restoration Project			
	TOTAL PARKWAY & MEDIANS	\$ -	\$ -	\$ -
STREETS				
32	Citywide Alley Improvements			
33	Citywide Catch Basin and Water Quality Improvement Project			\$ 40,000
34	Citywide Street Improvements			
35	Fairview Road Rehabilitation Project (RMRA)			
	TOTAL STREETS	\$ -	\$ -	\$ 40,000

CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Projects by Funding Source Proposed Fiscal Year 2023-24

Traffic Impact Fee Fund 214	Gas Tax (RMRA) Fund 251	Capital Improve. Fund 401	Measure M2 Regional Fund 415	Measure M2 Fairshare Fund 416	Golf Course Improv. Fund 413	Grant Fund 230/231/232	Total
		\$ 282,800					\$ 282,800
		\$ 250,000					\$ 250,000
		\$ 150,000					\$ 150,000
		\$ 125,000					\$ 125,000
					\$ 300,000		\$ 300,000
		\$ 400,000					\$ 400,000
		\$ 1,000,000					\$ 1,000,000
		\$ 275,000					\$ 275,000
		\$ 150,000					\$ 150,000
		\$ 500,000					\$ 500,000
		\$ 400,000					\$ 400,000
\$ -	\$ -	\$ 3,532,800	\$ -	\$ -	\$ 300,000	\$ -	\$ 3,832,800
		\$ 150,000					\$ 150,000
							\$ 400,000
							\$ 90,000
							\$ 150,000
						\$ 2,000,000	\$ 2,000,000
						\$ 500,000	\$ 500,000
						\$ 2,000,000	\$ 2,000,000
						\$ 900,000	\$ 900,000
						\$ 1,000,000	\$ 1,000,000
						\$ 320,000	\$ 320,000
						\$ 1,150,000	\$ 1,150,000
						\$ 130,000	\$ 130,000
						\$ 2,000,000	\$ 2,000,000
						\$ 1,200,000	\$ 1,200,000
						\$ 1,200,000	\$ 1,200,000
						\$ 2,000,000	\$ 2,000,000
		\$ 50,000					\$ 50,000
		\$ 50,000					\$ 50,000
\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 14,400,000	\$ 15,290,000
				\$ 175,000			\$ 175,000
		\$ 200,000					\$ 200,000
\$ -	\$ -	\$ 200,000	\$ -	\$ 175,000	\$ -	\$ -	\$ 375,000
				\$ 100,000			\$ 100,000
			\$ 160,000				\$ 200,000
		\$ 900,000		\$ 2,000,000			\$ 2,900,000
	\$ 2,780,829						\$ 2,780,829
\$ -	\$ 2,780,829	\$ 900,000	\$ 160,000	\$ 2,100,000	\$ -	\$ -	\$ 5,980,829

No.	Category/Project Title	Gas Tax (HUTA) Fund	Park Dev. Fees Fund	Drainage Fund
		201	208	209
	TRANSPORTATION			
36	Adams Avenue at Pinecreek Drive Improvements			
37	Adams Avenue Bicycle Facility Project from Fairview to Harbor			
38	Adams Avenue Undergrounding Project			
39	Baker Street at Babb Street Signal Modifications			
40	Bicycle and Pedestrian Infrastructure Improvements			
41	Citywide Bicycle Trail Wayfinding Signage			
42	Citywide Class II, III and IV Bicycle Projects			
43	Citywide Neighborhood Traffic Improvements			
44	Fairview Road at Belfast Avenue New Traffic Signal	\$ 400,000		
45	Fairview Road Improvement Project from Fair to Newport			
46	Safe Routes to School Action Plan			
	TOTAL TRANSPORTATION	\$ 400,000	\$ -	\$ -
Total One-Year Capital Improvement Projects		\$ 400,000	\$ 640,000	\$ 40,000

CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Projects by Funding Source Proposed Fiscal Year 2023-24

Traffic Impact Fee Fund 214	Gas Tax (RMRA) Fund 251	Capital Improve. Fund 401	Measure M2 Regional Fund 415	Measure M2 Fairshare Fund 416	Golf Course Improv. Fund 413	Grant Fund 230/231/232	Total
\$ 600,000				\$ 600,000			\$ 1,200,000
\$ 500,000							\$ 500,000
		\$ 1,250,000					\$ 1,250,000
				\$ 240,000			\$ 240,000
\$ 50,000							\$ 50,000
		\$ 50,000					\$ 50,000
\$ 200,000							\$ 200,000
		\$ 75,000					\$ 75,000
				\$ 200,000			\$ 600,000
\$ 650,000							\$ 650,000
		\$ 157,618				\$ 630,472	\$ 788,090
\$ 2,000,000	\$ -	\$ 1,532,618	\$ -	\$ 1,040,000	\$ -	\$ 630,472	\$ 5,603,090
\$ 2,000,000	\$ 2,780,829	\$ 6,415,418	\$ 160,000	\$ 3,315,000	\$ 300,000	\$ 15,030,472	\$ 31,081,719

CAPITAL IMPROVEMENT PROGRAM (CONTINUED)

Ongoing Capital Improvement Projects
Remaining Balances as of 3/13/23

No.	Proj #	Project Name	TOTAL ALL FUNDS		
			Budget	Actuals	Remaining Balance
1	200009	Corp Yard Fleet Shop Epoxy Floor	\$ 75,000	\$ -	\$ 75,000
2	200013	Fire Station #2 Reconstruction	2,150,000	57,571	2,092,429
3	200040	HVAC Replacement at Various Facilities	530,000	315,797	214,203
4	200062	Building Maintenance Projects	3,328,336	3,128,238	200,098
5	200066	PD-Removal Underground Fuel Tank	125,000	1,268	123,732
6	200072	Fire Station #1 Dehumidifier Install	250,000	-	250,000
7	200077	City Hall Cast Iron Drain Repipe	328,000	56,348	271,652
8	200080	City Hall Training Room	480,000	8,420	471,580
9	200085	IT Department Relocation	235,000	831	234,169
10	200091	City Hall- Elevators Modernization	707,712	586,327	121,385
11	200094	Range Remodel/Update	2,448,550	336,582	2,111,968
12	200097	Electric Vehicle Fleet and Infrastructure	676,908	470,383	206,525
13	200099	Finance Security & Efficiency Reconfiguration	305,000	53,641	251,359
14	210004	Fire Stations - Minor Projects at Various Stations	300,000	251,635	48,365
15	210005	Citywide Parking Study	135,000	121,461	13,539
16	210010	Citywide Community Choice Energy Study	150,000	-	150,000
17	210012	City Hall-Paint, Carpet & Misc. Improvements	200,000	146,915	53,085
18	210013	Fire Station 4 Training Tower & Grounds Reconstruction	3,600,000	-	3,600,000
19	210014	Fire Station 6 Roof Replacement	192,500	-	192,500
20	210015	Police Dept - Emergency Comm Facilities Remodel	330,000	-	330,000
21	210016	Police Dept - Parking Lot Reconfiguration	203,500	-	203,500
22	210017	Police Dept - Structural Foundation Repair	330,000	-	330,000
23	300005	Adams Ave Imp RMRA	2,278,862	-	2,278,862
24	300008	Wilson Street Improvements	1,835,000	606,965	1,228,035

CAPITAL IMPROVEMENT PROGRAM (CONTINUED)

Ongoing Capital Improvement Projects
Remaining Balances as of 3/13/23

No.	Proj #	Project Name	TOTAL ALL FUNDS		
			Budget	Actuals	Remaining Balance
25	300148	Citywide Bicycle Rack Improvements	250,000	71,518	178,482
26	300162	I-405 Improvements	644,400	576,511	67,889
27	300163	Citywide Neighborhood Traffic Improvements	487,800	374,689	113,111
28	300169	Newport Blvd Improvement - Victoria /22nd to 19th	1,178,820	89,926	1,088,894
29	300171	SB Newport Blvd Improvement (Mesa to Victoria)	1,965,652	92,331	1,873,321
30	300172	Pavement Mitigation I -405 Project	661,980	-	661,980
31	300173	Newport Blvd Improvement NB (22nd to Bristol) &SB (Bristol to Mesa)	2,134,145	89,616	2,044,529
32	300174	Adams at Pinecreek Improvements	937,453	99,738	837,715
33	300177	CDBG Westside Street Improvements- Wilson Street	857,000	-	857,000
34	300178	Sunflower Ave Rehabilitation Project	2,570,782	-	2,570,782
35	300179	Adams Ave Active Transportation Project	1,250,000	-	1,250,000
36	300180	Bicycle Safety Education- 16 Schools	150,000	-	150,000
37	300181	Fairview Road Improvement Project	581,116	-	581,116
38	350030	Westside Restoration Project	725,000	110,651	614,349
39	360003	Citywide Bicycle Trail Wayfinding Signage	75,000	21,748	53,252
40	370010	Mesa Del Mar Multimodal Access	300,000	4,071	295,929
41	370039	Baker/Placentia /19th/ Victoria Traffic Signal Synchronization	2,216,000	904,477	1,311,523
42	370056	Bear Street Traffic Signal Synchronization	636,253	596,706	39,547
43	370057	Red Hill Ave Traffic Signal Synchronization	66,080	-	66,080
44	370059	W.19th Wallace Ave Traffic Signal	330,000	30,922	299,078
45	400012	Citywide Alley Improvements	3,573,019	2,533,908	1,039,111
46	400015	Citywide Street Improvements	38,051,440	27,534,888	10,516,552
47	450009	West 19th Bicycle Lanes and Route	397,710	339,498	58,212
48	450010	Citywide Class II, III and IV Bicycle Projects	1,020,461	23,134	997,327

CAPITAL IMPROVEMENT PROGRAM (CONTINUED)

Ongoing Capital Improvement Projects
Remaining Balances as of 3/13/23

No.	Proj #	Project Name	TOTAL ALL FUNDS		
			Budget	Actuals	Remaining Balance
49	450013	Adams Ave Multi-Purpose Trail	325,000	150,781	174,219
50	450014	Adams Ave Bicycle Facility Project	132,547	114,712	17,835
51	450015	Bicycle/Pedestrian Infrastructure Improvements	400,000	26,873	373,127
52	450016	Mesa/Santa Ana Bicycle Facility Improvements	100,000	-	100,000
53	450017	MV/Peterson PI Class II Bicycle Facility	100,000	-	100,000
54	470002	West 18th & Wilson Crosswalks	400,000	24,684	375,316
55	500009	New Sidewalk / Missing Link Program	891,525	691,525	200,000
56	500010	Parkway Maintenance Program Citywide	1,675,000	465,091	1,209,909
57	500017	Priority Sidewalk Repair	400,000	246,268	153,732
58	550008	Citywide Catch Basin Insert and Water Quality Improvement	273,213	217,330	55,883
59	550011	Citywide Storm Drain Improvements - Fairview Park Storm	353,055	-	353,055
60	550011	Citywide Storm Drain Improvements	2,395,842	1,150,149	1,245,693
61	550021	Bristol Street Storm Drain Diversion Project	1,848,500	1,782,976	65,524
62	550022	Westside Storm Drain Improvements	1,600,000	74,351	1,525,649
63	550023	Placentia Ave. Stormwater Quality Trash Full-Capture System	385,000	-	385,000
64	700021	Wilson TeWinkle Park Bridge Repairs	200,000	22,902	177,098
65	700027	TeWinkle Park - Skate Park Expansion	170,000	37,841	132,159
66	700054	Westside Park Development	250,000	-	250,000
67	700080	Park Security Lighting Replacement	299,880	237,629	62,251
68	700106	Various Parks - Sidewalk Replacement	64,686	-	64,686
69	700110	Open Space Master Plan Update	275,000	183,408	91,592
70	700111	Various Parks Rehab Parking Lots	70,000	-	70,000
71	700115	Jack Hammett Sports Complex ADA Improvements	2,776,652	2,361,037	415,615
72	700128	Park Sidewalk Accessibility Program	190,000	46,000	144,000

CAPITAL IMPROVEMENT PROGRAM (CONTINUED)

Ongoing Capital Improvement Projects
Remaining Balances as of 3/13/23

No.	Proj #	Project Name	TOTAL ALL FUNDS		
			Budget	Actuals	Remaining Balance
73	700129	Shalimar Park Improvements	250,000	-	250,000
74	700132	Fairview Park - Vernal Pool Restoration	317,378	140,047	177,331
75	700133	Canyon Park Inventory Management & Restoration	60,000	-	60,000
76	700134	Fairview Park Fence Sign Trail	150,000	5,898	144,102
77	700135	Fairview Park Master Plan Update	250,000	-	250,000
78	700137	TeWinkle Park Lakes Repairs	132,475	90,300	42,175
79	700139	Ketchum-Libolt Park Expansion	1,297,520	-	1,297,520
80	700140	Costa Mesa Tennis Center Improvements	300,000	-	300,000
81	700141	Costa Mesa Country Club Modernization	350,000	-	350,000
82	700142	Brentwood Park Improvements	250,000	-	250,000
83	700143	Butterfly Gardens	100,000	-	100,000
84	700144	Fairview Park-Pump Station & Westlands Recirculation System	155,000	56,190	98,810
85	700145	Shalimar Park Expansion	1,000,000	-	1,000,000
86	700146	Various Parks - Playground Repair and Replacement	50,000	5,911	44,089
87	800015	Lions Park Projects & NCC- Library Development	38,835,504	38,384,155	451,349
88	800029	EOC Equipment Update	150,000	9,644	140,356
89	800030	Senior Center Fire Alarm Panel	71,500	-	71,500
90	800031	Westside Police Sub-Station Improvements	211,125	-	211,125
Total Ongoing Capital Improvement Projects			\$ 141,760,881	\$ 86,162,416	\$ 55,598,465



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1329

Meeting Date: 8/1/2023

TITLE:

**PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY VISIONING AND LAND USE
PLANNING SERVICES FOR THE FAIRVIEW DEVELOPMENTAL CENTER**

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

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

**CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND
DEVELOPMENT SERVICES, (714) 754-5270**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to appropriate and execute a Professional Services Agreement with PlaceWorks for a not-to-exceed amount of \$2,236,253 (including contingencies to cover any unforeseen costs and/or additional services that may be needed upon City staff's approval) for a two-year period with up to three one-year extensions, in substantially the same form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement including increases to the not-to-exceed amount, up to the \$3.5 million authorized by the State for this project, as and if needed.



Agenda Report

Item #: 23-1329

Meeting Date: 8/01/2023

TITLE: PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY VISIONING AND LAND USE PLANNING SERVICES FOR THE FAIRVIEW DEVELOPMENTAL CENTER

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

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

CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5270

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2. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement including increases to the not-to-exceed amount, up to the \$3.5 million authorized by the State for this project, as and if needed.

BACKGROUND:

At its meeting of October 4, 2022, the City Council approved and authorized the City Manager to execute an Agreement with the State of California to fund planning services relating to the Fairview Developmental Center (FDC) site. The Agreement was subsequently executed on January 29, 2023. The FDC site is a 109-acre property owned by the State of California located at 2501 Harbor Blvd in the City of Costa Mesa. The site was developed and previously operated by the State as a residence for developmentally disabled persons, but is now largely vacant. The site is designated as a Housing Opportunity Site in the City's Housing Element. The Agreement with the State is based on SB 188 (approved in 2022) and Government Code Section 14670.31, which outlines the general terms under which the State of California, through the Department of General Services and the Department of Developmental Services, will collaborate with the City to determine the future of the FDC site. This Section sets forth the State's goals and requirements for the disposition of the property and a land use planning process to be conducted by the City for the future use of the property and allocates \$3.5 million in funding for that intended purpose. The staff report describing the agreement with the State is included as Attachment 1. The agreement with the State is included as Attachment 2.

ANALYSIS:

On June 13, 2023, the City issued a Request for Proposals (RFP) for the FDC project. Two hundred firms were invited to submit proposals, and the RFP was advertised on PlanetBids. The City received proposals from four firms. All four proposals were determined to meet the minimum requirements.

Since the development of the Specific Plan for the FDC includes infrastructure plans as well as outreach, zoning and general plan components, a team of staff from the Public Works and Development Services Departments objectively evaluated each proposal. Proposals were rated based on technical information, approach to the project, and the qualifications of the consultant team.

After a thorough evaluation, staff recommends that the City Council award the Professional Services Agreement to PlaceWorks. This firm has extensive experience preparing Specific Plans, amendments to General Plans, economic analyses, environmental analyses, and urban design plans. The firm has also conducted many successful public outreach programs for land use plans. The PlaceWorks team includes Fuscoe Engineering, Gensler Architects and Design, Fehr & Peers Transportation Consultants, Developers Research Associates, and ECORP Consulting to provide the full range of services necessary to complete the work products and tasks identified in the RFP. Staff believes that the PlaceWorks team submitted a proposal that is responsive to the RFP and is fully competent to prepare the FDC Specific Plan, associated General Plan amendment, and supporting documents. The draft Professional Services Agreement, proposal and cost proposal are included as Attachment 3.

Developing a successful vision for this site will require extensive outreach and community involvement. PlaceWorks' proposal includes a robust and inclusive community visioning and engagement program intended to provide convenient and meaningful ways for the public to provide input at critical stages of the planning process. PlaceWorks' community outreach program includes creating a project website to share project information and status updates throughout the project; conducting four community workshops in person and online and hosting community "pop up" events; conducting interviews and roundtables with community stakeholder groups including affordable housing advocates, housing developers, and neighborhood groups; and holding two anticipated study sessions with the Planning Commission and City Council. Outreach materials, surveys, social media, fact sheets, and flyers will also be developed. The engagement plan details would be finalized in coordination with City staff to ensure a targeted approach that connects the team with the hard-to-reach populations in Costa Mesa including but not limited to segments of the community that may experience mobility, technology or language barriers.

PlaceWorks will also conduct a market demand and economic feasibility analysis to inform the development of future land use concepts; a report on existing site conditions; and a water supply assessment that is required by State law for residential projects. Three alternative land use concepts will be developed and will include an urban design strategy diagram, neighborhood crafting, a mix of housing types, housing affordability levels, and support services, an analysis of the opportunity for potential adaptive reuse of buildings, the street network along with pedestrian and bike infrastructure and facilities, parking strategy, open space and connected systems, public realm amenities, building form and key design elements, and supporting infrastructure. PlaceWorks will utilize visual tools and cutting edge technology to assist the community in visualizing, evaluating and providing feedback on the land use concept alternatives for the site. These alternatives will be analyzed for market feasibility, traffic management and circulation opportunities, development feasibility, the extent to

which the land use concept meets City and State goals for the property, anticipated funding, and timing of improvements.

After public review of the land use concepts, a preferred land use plan will be identified and the consultant will commence preparation of a Specific Plan. The Specific Plan will include a land use plan, infrastructure plan, open space plan, affordable housing requirements, development standards, design guidelines and a financing and implementation plan as well as all other required elements. An Environmental Impact Report (EIR) assessing the project's environmental impacts, reasonable and feasible alternatives, and required mitigation measures will also be completed.

If awarded, PlaceWorks would kick off the project in September of this year. Community engagement activities and technical work would commence the following month, with land use concepts developed by Spring 2024. Based on the preliminary milestone schedule, the draft Specific Plan would be released by Fall 2024 and the draft EIR would be circulated for public review in Winter 2024/Spring 2025. Revisions, public hearings, final documents and coordination with the State land disposition process would occur by the end of 2025. The preliminary milestone schedule is consistent with the timeframes outlined in the City's agreement with the State.

ALTERNATIVES:

Alternatives to this recommendation include awarding the PSA to another proposer, or rejecting all proposals and readvertising the RFP.

FISCAL REVIEW:

SB 188 (approved in 2022), Government Code Section 14670.31 and the associated Agreement between the State and the City (Attachment 2) provide for up to \$3.5 million in State funds to complete the Fairview Developmental Center Specific Plan and associated work. The City received the State grant funds in full.

The not-to-exceed cost of the subject Agreement is \$2,236,253 (including contingencies to cover any unforeseen costs and/or additional services that may be needed upon City staff's approval). For a project of this magnitude, it is common for unanticipated out of scope items to be identified during the planning process; therefore, staff's recommendation includes authorization for the City Manager to approve future amendments to this agreement, so long as such costs are covered by the State grant funds and do not affect the City's General Fund. State grant funding will cover the cost of the Professional Services Agreement and any future amendments and will also cover the cost of staff time to manage the project.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report and prepared the Agreement and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

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

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

CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to appropriate and execute a Professional Services Agreement with PlaceWorks for a not-to-exceed amount of \$2,236,253 (including contingencies to cover any unforeseen costs and/or additional services that may be needed upon City staff's approval) for a two-year period with up to three one-year extensions, in substantially the same form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement including increases to the not-to-exceed amount, up to the \$3.5 million authorized by the State for this project, as and if needed.



City of Costa Mesa

Agenda Report

File #: 22-863

Meeting Date: 10/4/2022

TITLE:

SCOPE OF WORK FOR AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF COSTA MESA, PROVIDING FOR \$3.5 MILLION IN STATE FUNDS TO THE CITY FOR COMMUNITY OUTREACH AND LAND USE PLANNING EFFORTS FOR THE FAIRVIEW DEVELOPMENTAL CENTER SITE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

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

CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the scope of work and related exhibits for an Agreement with the State of California to fund planning services relating to the Fairview Developmental Center, in a form of standard agreement to be approved by the City Attorney.
2. Authorize the City Manager and the City Clerk to execute any and all documents necessary for this Agreement.
3. Authorize revenue and expense appropriations in the amount of \$3.5 million respectively, for the Agreement between the City of Costa Mesa and the State of California.

BACKGROUND:

The Fairview Developmental Center (FDC) site is a 109-acre property owned by the State of California located at 2501 Harbor in the City of Costa Mesa. The site was developed and previously operated by the State as a residence for developmentally disabled persons, but is now largely vacant. The site has been the subject of discussion between various agencies over the years as to its future potential use and disposition.

In 2020, the City Council created an Ad Hoc Committee to advise staff on matters related to the FDC and present recommendations to the City Council as needed. In 2020, the Council identified a vision statement for FDC that included support for 1,500 mixed use/mixed income housing units at

the site, including workforce, veterans, and permanent supportive housing. The Council directed staff to continue to coordinate with the State with the goal of maintaining local input into future development options and the final disposition of the site.

The City's Housing Element as adopted on February 1, 2022 lists FDC as a housing opportunity site and estimated approximately 2,300 housing units could be accommodated at the location. It also included a "program" or future action calling for the City to continue to coordinate with the State to define future uses including establishment of a Specific Plan to allow for residential development at the site consistent with the Housing Element.

In June 2022, the State approved Government Code Section 14670.31, which outlines the general terms under which the State of California, through the Department of General Services and the Department of Developmental Services, will collaborate with the City to determine the future of the FDC site. This Section sets forth the State's goals and requirements for the disposition of the property and a land use planning process to be conducted by the City for the future use of the property and allocates \$3.5 million in funding for that intended purpose. The subject Agreement between the City and the State memorializes the funding allocation and its intended use.

ANALYSIS:

The subject Agreement is between the City of Costa Mesa and the State of California (State). It stipulates that the State will provide up to \$3.5 million in funds to the City to support an up to three-year agreement for a City-led local outreach and land planning effort for the FDC site. The funds will be provided to the City within 30 days of the date of the Agreement to pay for costs associated with planning for future land uses at the FDC site, to include the following:

- Robust Community Engagement including but not limited to meetings, townhalls, and design charrettes and presentations;
- Comprehensive Conditions Report;
- Technical studies including economic market demand report, water supply assessment, and other infrastructure studies;
- Creation of site concepts, concept drawings, and exhibits;
- Conceptual Alternatives and a Preferred Plan Framework;
- Preparation of a Specific Plan and associated implementation strategies;
- Associated General Plan and Zoning amendments (as appropriate);
- Preparation of a draft and final Environmental Impact Report, associated technical studies, and a Mitigation Monitoring and Reporting Program pursuant to the California Environmental Quality Act (CEQA);
- Public Hearings; and
- City review of a State-prepared Request for Proposals to retain a consultant to construct the local vision as established by the City.

Funds may be used to retain consultants as well as for staff costs associated with the management, oversight, review, tracking, and reporting associated with the land use planning and site disposition process.

Consistent with the Government Code, the Agreement specifies that:

- Housing shall be a priority in the planning process;
- Any housing that is determined to be appropriate for the property shall include affordable housing; and
- Any housing opportunities on the property shall give priority to projects that include deed restricted housing for individuals with developmental disabilities.

The City must complete the final draft Specific Plan and associated documents within three years of the date of the Agreement and report to the State quarterly as to its progress and expenditures.

Should the Council approve the Agreement, staff will assemble a project team; release an RFP for consultant services; and begin preliminary planning efforts.

ALTERNATIVES:

The City Council could modify the specifications of this project (subject to concurrence by the State) or not approve staff's recommendation.

FISCAL REVIEW:

This action does not have a fiscal impact to the General Fund. Upon approval of the Agreement and acceptance of the funds from the State of California, revenue and expense appropriations in the amount of \$3.5 million respectively will be established for the FDC site.

LEGAL REVIEW:

This agenda report and the Contract have been reviewed and approved 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:

Staff recommends that the City Council approve the scope of work and related exhibits for an Agreement with the State of California to fund planning services relating to the Fairview Developmental Center, in a form of standard agreement to be approved by the City Attorney, and authorize the City Manager and City Clerk to execute any and all documents necessary for the Agreement, and to approve related revenue and expense appropriations.

EXHIBIT A
SCOPE OF WORK

In accordance with the provisions of Government Code section 14670.31, the Department of Developmental Services (hereinafter “Department”) and the City of Costa Mesa (hereinafter “City”) do agree as follows:

1. In June 2022, the State Legislature passed, and the Governor approved, Government Code section 14670.31, outlining the general terms under which the State of California, through the Department, will partner with the City to determine the future of the state-owned real property known as the Fairview Developmental Center, located in Costa Mesa, California (the “property”). Government Code section 14670.31 became effective on June 30, 2022, and sets forth the state’s goals and requirements for the disposition of the property by the Department and a land use planning process to be conducted by the City for the future use of the property.
2. The Department will pay the City for costs associated with land use planning services and management of the land use planning process related to the property to determine the appropriate future land uses and development potential of the property. Eligible costs are specified in section A.4 of Exhibit B.
3. The planning services shall include completing an Environmental Impact Report, which may be at a project- or programmatic- level (EIR), completing a report on the economic feasibility of future development, and developing a Specific Plan and related documents to facilitate the disposition of the property, as contemplated by Government Code section 14670.31. The Specific Plan and related documents shall be consistent with Government Code section 65450, et seq., and the City General Plan, as may be amended. The final draft Specific Plan shall identify the allowable land uses for the property, including allowable locations, densities and or intensities for development, the infrastructure necessary to support the buildout of the Specific Plan and Specific Plan implementation measures. The final draft Specific Plan may include design guidelines to clarify the desired form of development on the property. An EIR will analyze Plan buildout. The final draft Specific Plan may be accompanied by associated draft amendments to the City’s General Plan and Zoning Code to ensure consistency among these regulatory documents. Subject to section 5 of this agreement, the land use planning process, final draft Specific Plan and related documents shall meet all provisions of Government Code section 14670.31 including, but not limited to:
 - A. Housing shall be a priority in the planning process;
 - B. Any housing that is determined to be appropriate for the property shall include affordable housing;
 - C. Any housing opportunities on the property shall give priority to projects that include deed restricted housing for individuals with developmental disabilities.

4. The City shall provide land use planning services necessary for the development of a Specific Plan for the property as specified in Government Code section 14670.31 including , but not limited to, the following deliverables (collectively, the “Specific Plan project”):
 - A. Robust Community Engagement Strategy (and implementation thereof)
 - B. Comprehensive Conditions Report on the property and its setting
 - C. Economic Market Demand Report
 - D. Water Supply Assessment and coordination among Water Agencies
 - E. Project Conceptual Alternatives & a Preferred Plan Framework
 - F. Draft Specific Plan with Implementation Strategies
 - G. Public Draft Initial Study and Notice of Preparation, if required
 - H. Public Draft Environmental Impact Report
 - I. Draft Final Environmental Impact Report and Mitigation Monitoring and Reporting Program
 - J. Final Draft Specific Plan and Environmental Impact Report
 - K. Public hearings for EIR certification and Specific Plan adoption, including any General Plan and zoning amendments identified as necessary for consistency.
5. This agreement does not prescribe the contents of the specific plan and related planning documents, and does not constitute a commitment to any definite course of action beyond the land use planning process and services set forth in this agreement and in accordance with Government Code section 14670.31. The City will conduct the environmental review process to inform the contents of the specific plan and related planning documents, in compliance with the California Environmental Quality Act (“CEQA”), and will consider community input and the plan objectives identified in Government Code section 14670.31. This agreement shall not commit the City Council to a particular legislative act. The City retains full discretion as the planning agency and lead agency to (i) develop, revise, and determine the contents of the specific plan considering community input and the environmental review process; (ii) select and consider a reasonable range of alternatives in compliance with CEQA; (iii) consider the benefits of adopting a specific plan against any unavoidable significant environmental impacts, if any, prior to taking final action; and/or (iv) adopt an alternative or revised specific plan or determine not to proceed with adoption of a specific plan.
6. The Specific Plan and the associated EIR shall be developed, with any related General Plan Amendments and Zoning Amendments as necessary, in final form for consideration by the City Council, within three years of the City’s acceptance of this agreement. Exhibit B-2 provides a schedule for Specific Plan completion including major deliverables. Modifications to the proposed schedule that may impact the final deadline must be approved by both Parties in writing. This agreement shall not commit the City Council to a particular legislative act.
7. The City shall provide the Department with quarterly reports as follows:

- a. The City shall provide the Department with quarterly reports by the last day of each calendar quarter, starting with the end of quarter following the execution of this agreement and each quarter thereafter. Reports shall include the following:
 - i. City's costs for land use planning services including copies of itemized consultant invoices received and paid during the previous quarter, receipts for other authorized expenses paid during the preceding quarter, and an accounting of all City staff time billed against the project.
 - ii. A progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables.
 - b. Reports shall be submitted to:
 - i. Frances Chacon; Frances.Chacon@dds.ca.gov
8. The City shall submit information required by Government Code section 14670.31 and this agreement in a timely manner to include an accounting of the City's expenditures and progress toward a final specific plan among the disclosed information.
 9. Preparation for or attendance by City staff or consultants at meetings outside of the scope of work identified for the preparation of the Specific Plan project and costs in excess of \$3.5 million shall be the responsibility of the City.

10. The Authorized Representatives during the term of this agreement will be:

City of Costa Mesa
Jennifer Le
Director of Economic and Development Services
City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626
(714) 754-5617
jennifer.le@costamesaca.gov

Department of Developmental Services
Carla Castañeda
1215 O St, 9th Floor
Sacramento, CA 95814
(916) 654-1897
Carla.castaneda@dds.ca.gov

11. The City will manage the land use planning process, and the Department of General Services (DGS) will carry out the disposition process in accordance with Government Code section 14670.31. To facilitate the expeditious land use planning and disposition process, it is expected that DGS will issue an RFP and solicit proposals to develop the property during the land use planning process, subject to

consistency with any final, approved Specific Plan.

12. At the DGS's request, the City shall review and provide comment on the DGS's RFP to dispose of and/or develop the property at such time that the RFP is prepared and prior to its issuance. The City shall review the RFP to provide comments on its consistency with the land use planning process for the Specific Plan.
13. At DGS's request and in a manner prescribed by the Department, the City shall review any proposals submitted in response to the DGS's RFP to develop the property and provide comment on the potential inconsistencies with the final Specific Plan.
14. Under an at-cost agreement or other cost reimbursement mechanism between the selected developer(s) or buyer(s) and the City of Costa Mesa, the City shall promptly process all applications for project specific entitlements upon application by the selected buyer(s) or developer(s), to ensure the integration of the land use planning process with the disposition process for the property in accordance with Government Code section 14670.31. While the Department and the City recognize that complete processing of project-specific entitlements may not occur within the period of this agreement, both parties commit to using reasonable efforts to carry out the land use planning and disposition process in a cooperative manner and to the expeditious planning of future land uses for the property. The Department and the City contemplate that certain processing activity may occur concurrently with the Specific Plan process or thereafter, including for example the following:
 - a. A developer or buyer may submit entitlements concurrent with the Specific Plan process to reduce timeframe or phase entitlements with Master Plan/Preliminary Plan.
 - b. A developer or buyer may submit entitlement applications for subdivision and concurrent tentative maps/precise development plans or phase these.
 - c. Final Design Review may be done concurrently or sequentially with grading and building plans.
15. The Department and the City each recognize that time is of the essence necessitating prompt review and processing of the items subject to this agreement.
16. In the event the City does not adopt a specific plan, the State of California reserves its right to pursue, through the Department, other disposition alternatives as permitted by law.

EXHIBIT B

BUDGET DETAIL PROVISIONS

A. Reporting

1. The City shall provide the Department with quarterly reports that include the City's costs for land use planning services, and including consultant costs, under this agreement and a progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables. The cost report shall include copies of: 1) itemized consultant invoices received and paid during the previous quarter, 2) receipts for other authorized expenses paid during the previous quarter, and 3) an accounting of all City staff time billed against the project.
2. Quarterly reports will be submitted quarterly in arrears to:

Frances Chacon
Department of Developmental Services
1215 O St, 9th Floor
Sacramento, CA 95814

Gerald G. McLaughlin
Asset Management Branch
Department of General Services
State of California
707 3rd Street, 5th Floor
West Sacramento, CA 95605

3. The total amount paid by the Department under this agreement shall not exceed \$3.5 million. The Department will advance \$3.5 million to the City within 30 days of execution of this agreement to be credited to a dedicated trust account at the City. In the event the City's cost for land use planning services and consultant costs is less than \$3.5 million, or the agreement is canceled for any reason, or no reason at all, the City shall reimburse the Department any unspent funds.
4. Costs incurred by the City to carry out the land use planning activities provided in this agreement and in Government Code section 14670.31 for disposition of the property, may be paid for under this agreement, include but are not limited to:

- a. City staff and consultant costs specifically related to the development and possible approval of a Specific Plan, General Plan amendment, related draft ordinances, and rezone of Fairview Developmental Center. City costs include planning services, project management and oversight of staff and consultants, contract management, legal services, analyst services, clerical services, GIS mapping, as well as software, time, and materials prorated accordingly as needed to fulfill the scope of services for the Specific Plan and associated documents. Such costs may include those for: preparation of agendas, meeting notices, minutes; public notice, mailers, web postings, site signs; GIS services (maps); studies review; preparation and attendance at internal, stakeholder and community meetings; public affairs and communications; creating presentations; reviewing all Consultant-generated materials associated with the preparation of a draft Specific Plan, its associated EIR, and any draft General Plan or Zoning Amendments; preparation and review of quarterly reports and invoices; reviewing State Request for Proposal and developer proposal(s); reviewing Developer Agreements; and processing developer entitlements subject to reimbursement of developer's entitlement processing fees on an at-cost basis under a signed agreement or other cost reimbursement mechanism between the developer(s) and the City of Costa Mesa. The consultant costs include the Deliverables in Exhibit A; and
- b. Other reasonable and necessary costs determined by the Department to be incurred for the purpose of the City's preparation of a draft Specific Plan and its related management of the land use planning process for the property, including but not limited to costs associated with securing a consultant to support the City's preparation of a Specific Plan through a competitive Request for Proposals (RFP) and any preparatory work related to the RFP process in accordance with Government Code section 14670.31.

EXHIBIT B-1
Integrated Process for City Planning and State
Disposition of the Fairview Developmental Center Site

Integrated Process for Fairview Developmental Center Site

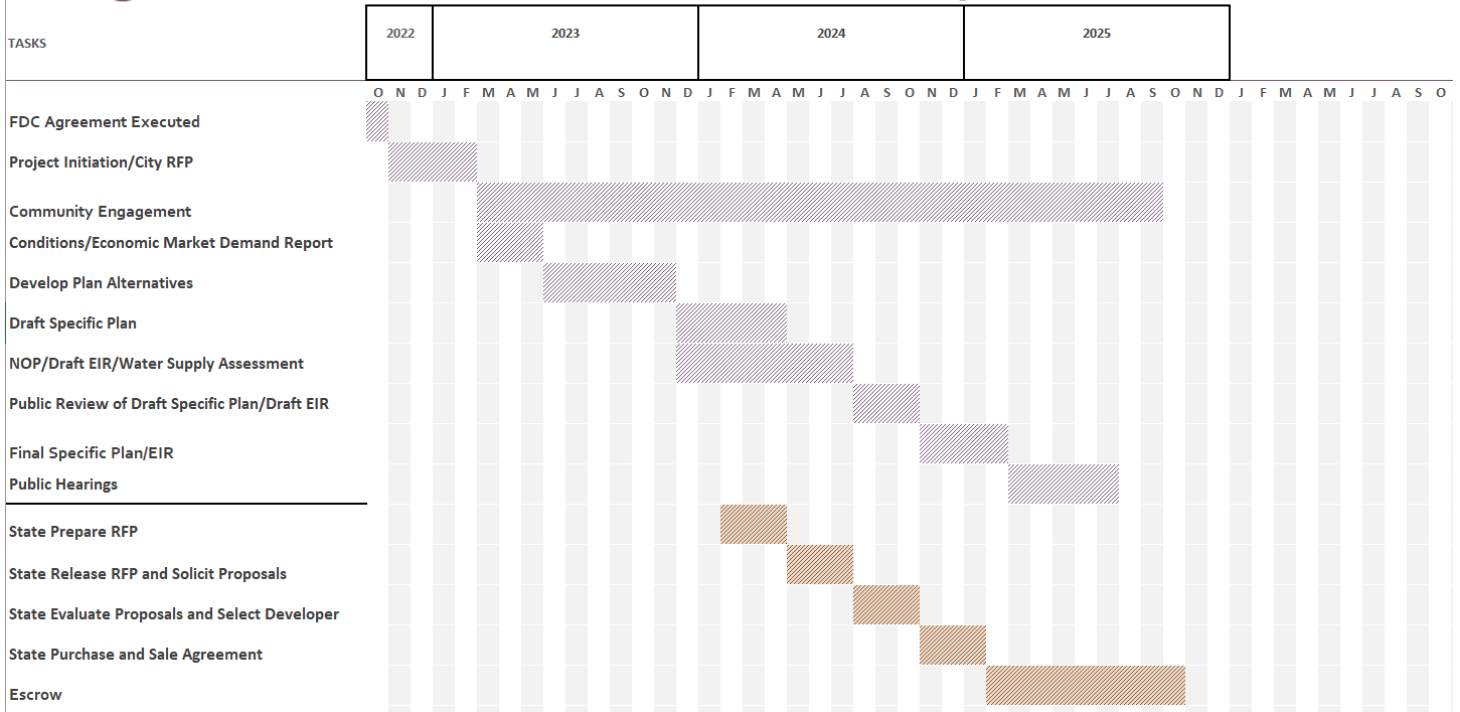


EXHIBIT C

MODIFIED General Terms and Conditions (Modifies GTC 04/2017 version)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. Any portion of the advance payment to the City which is unspent at such time shall be returned to the State.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS: Time is of the essence in this Agreement.
12. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
15. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
16. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
17. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. The Department and the City agree that this agreement may be amended by written mutual consent of the parties hereto.
2. The City agrees to provide the Department with any resolution, motion, order or ordinance of the City's governing body needed to authorize execution of this agreement.

Reset Form

Print Form

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

HD229061

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTOR NAME

City of Costa Mesa

2. The term of this Agreement is:

START DATE

October 2022, or upon DGS/OLS approval, whichever is later

THROUGH END DATE

3 years from the date of DGS/OLS approval

3. The maximum amount of this Agreement is:

\$3,500,000 – Three Million, Five Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-4
Exhibit B	Budget Detail and Payment Provisions	5-7
Exhibit C *	General Terms and Conditions	8-10
+ - Exhibit D	Special Terms and Conditions	11

Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Costa Mesa

CONTRACTOR BUSINESS ADDRESS

77 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

Jennifer Le

TITLE

Director of Economic and Development Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

1215 O St, 9th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carla Castañeda

TITLE

Chief Deputy Director, Operations

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

DRAFT

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HD229063

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTOR NAME

City of Costa Mesa

2. The term of this Agreement is:

START DATE

October 31, 2022 or whenever fully executed, whichever is later

THROUGH END DATE

October 30, 2025

3. The maximum amount of this Agreement is:

\$3,500,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B Attachment 1	Gantt Chart	1
+ - Exhibit C *	Modified Terms and Conditions	3
+ - Exhibit D	Special Terms and Conditions	6
+ - Exhibit E	Sexual Harassment Prevention Policy	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Costa Mesa

CONTRACTOR BUSINESS ADDRESS

77 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

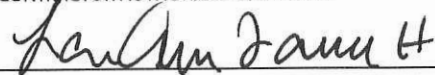
Lori Ann Farrell Harrison

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



12/14/22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HD229063

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Developmental Services

CONTRACTING AGENCY ADDRESS

1215 O Street, MS 10-10

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

~~XXXXXX~~ Cynthia Robinson

TITLE

Manager, Contracts and Procurement

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Cynthia Robinson

DATE SIGNED

12/29/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt from DGS approval by statute, SB188
Chapter 49(1) and Section 17 (d)(2) by reference of
W & I Code 4571

EXHIBIT A SCOPE OF WORK

In accordance with the provisions of Government Code section 14670.31, the Department of Developmental Services (hereinafter "Department") and the City of Costa Mesa (hereinafter "City") do agree as follows:

1. In June 2022, the State Legislature passed, and the Governor approved, Government Code section 14670.31, outlining the general terms under which the State of California, through the Department, will partner with the City to determine the future of the state-owned real property known as the Fairview Developmental Center, located in Costa Mesa, California (the "property"). Government Code section 14670.31 became effective on June 30, 2022, and sets forth the state's goals and requirements for the disposition of the property by the Department and a land use planning process to be conducted by the City for the future use of the property.
2. The Department will pay the City for costs associated with land use planning services and management of the land use planning process related to the property to determine the appropriate future land uses and development potential of the property. Eligible costs are specified in section A.4 of Exhibit B.
3. The planning services shall include completing an Environmental Impact Report, which may be at a project- or programmatic- level (EIR), completing a report on the economic feasibility of future development, and developing a Specific Plan and related documents to facilitate the disposition of the property, as contemplated by Government Code section 14670.31. The Specific Plan and related documents shall be consistent with Government Code section 65450, et seq., and the City General Plan, as may be amended. The final draft Specific Plan shall identify the allowable land uses for the property, including allowable locations, densities and/or intensities for development, the infrastructure necessary to support the buildout of the Specific Plan and Specific Plan implementation measures. The final draft Specific Plan may include design guidelines to clarify the desired form of development on the property. An EIR will analyze Plan buildout. The final draft Specific Plan may be accompanied by associated draft amendments to the City's General Plan and Zoning Code to ensure consistency among these regulatory documents. Subject to section 5 of this agreement, the land use planning process, final draft Specific Plan and related documents shall meet all provisions of Government Code section 14670.31 including, but not limited to:
 - A. Housing shall be a priority in the planning process;
 - B. Any housing that is determined to be appropriate for the property shall include affordable housing;
 - C. Any housing opportunities on the property shall give priority to projects that include deed restricted housing for individuals with developmental disabilities; and
 - D. Options shall be considered for the appropriate protection of any historic resources on the property.

**EXHIBIT A
SCOPE OF WORK**

4. The City shall provide land use planning services necessary for the development of a Specific Plan for the property as specified in Government Code section 14670.31 including , but not limited to, the following deliverables (collectively, the "Specific Plan project"):
 - A. Robust Community Engagement Strategy (and implementation thereof)
 - B. Comprehensive Conditions Report on the property and its setting
 - C. Economic Market Demand Report
 - D. Water Supply Assessment and coordination among Water Agencies
 - E. Project Conceptual Alternatives & a Preferred Plan Framework
 - F. Draft Specific Plan with Implementation Strategies
 - G. Public Draft Initial Study and Notice of Preparation, if required
 - H. Public Draft Environmental Impact Report
 - I. Draft Final Environmental Impact Report and Mitigation Monitoring and Reporting Program
 - J. Final Draft Specific Plan and Environmental Impact Report
 - K. Public hearings for EIR certification and Specific Plan adoption, including any General Plan and zoning amendments identified as necessary for consistency.
5. This agreement does not prescribe the contents of the specific plan and related planning documents, and does not constitute a commitment to any definite course of action beyond the land use planning process and services set forth in this agreement and in accordance with Government Code section 14670.31. The City will conduct the environmental review process to inform the contents of the specific plan and related planning documents, in compliance with the California Environmental Quality Act ("CEQA"), and will consider community input and the plan objectives identified in Government Code section 14670.31. This agreement shall not commit the City Council to a particular legislative act. The City retains full discretion as the planning agency and lead agency to (i) develop, revise, and determine the contents of the specific plan considering community input and the environmental review process; (ii) select and consider a reasonable range of alternatives in compliance with CEQA; (iii) consider the benefits of adopting a specific plan against any unavoidable significant environmental impacts, if any, prior to taking final action; and/or (iv) adopt an alternative or revised specific plan or determine not to proceed with adoption of a specific plan.
6. The Specific Plan and the associated EIR shall be developed, with any related General Plan Amendments and Zoning Amendments as necessary, in final form for consideration by the City Council, within three years of the City's acceptance of this agreement. Exhibit B-2 provides a schedule for Specific Plan completion including major deliverables. Modifications to the proposed schedule that may impact the final deadline must be approved by both Parties in writing. This agreement shall not commit the City Council to a particular legislative act.
7. The City shall provide the Department with quarterly reports as follows:
 - a. The City shall provide the Department with quarterly reports by the last day of each calendar quarter, starting with the end of quarter following the execution of this agreement and each quarter thereafter. Reports shall include the following:

**EXHIBIT A
SCOPE OF WORK**

- i. City's costs for land use planning services including copies of itemized consultant invoices received and paid during the previous quarter, receipts for other authorized expenses paid during the preceding quarter, and an accounting of all City staff time billed against the project.
 - ii. A progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables.
 - b. Reports shall be submitted to:
 - i. Frances.Chacon@dds.ca.gov
8. The City shall submit information required by Government Code section 14670.31 and this agreement in a timely manner to include an accounting of the City's expenditures and progress toward a final specific plan among the disclosed information.
9. Preparation for or attendance by City staff or consultants at meetings outside of the scope of work identified for the preparation of the Specific Plan project and costs in excess of \$3.5 million shall be the responsibility of the City.
10. The Authorized Representatives during the term of this agreement will be:
- City of Costa Mesa Jennifer Le
Director of Economic and Development Services
City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626
(714) 754-5617
jennifer.le@costamesaca.gov
- Department of Developmental Services
Carla Castañeda
1215 O St, 9th Floor
Sacramento, CA 95814
(916) 654-1897
Carla.castaneda@dds.ca.gov
11. The City will manage the land use planning process, and the Department of General Services (DGS) will carry out the disposition process in accordance with Government Code section 14670.31. To facilitate the expeditious land use planning and disposition process, it is expected that DGS will issue an RFP and solicit proposals to develop the property during the land use planning process, subject to consistency with any final, approved Specific Plan.
12. At the DGS's request, the City shall review and provide comment on the DGS's RFP to dispose of and/or develop the property at such time that the RFP is prepared and prior to its issuance. The City shall review the RFP to provide comments on its consistency with the land use planning process for the Specific Plan.

**EXHIBIT A
SCOPE OF WORK**

13. At DGS's request and in a manner prescribed by the Department, the City shall review any proposals submitted in response to the DGS's RFP to develop the property and provide comment on the potential inconsistencies with the final Specific Plan.
14. Under an at-cost agreement or other cost reimbursement mechanism between the selected developer(s) or buyer(s) and the City of Costa Mesa, the City shall promptly process all applications for project specific entitlements upon application by the selected buyer(s) or developer(s), to ensure the integration of the land use planning process with the disposition process for the property in accordance with Government Code section 14670.31. While the Department and the City recognize that complete processing of project-specific entitlements may not occur within the period of this agreement, both parties commit to using reasonable efforts to carry out the land use planning and disposition process in a cooperative manner and to the expeditious planning of future land uses for the property. The Department and the City contemplate that certain processing activity may occur concurrently with the Specific Plan process or thereafter, including for example the following:
 - a. A developer or buyer may submit entitlements concurrent with the Specific Plan process to reduce timeframe or phase entitlements with Master Plan/Preliminary Plan.
 - b. A developer or buyer may submit entitlement applications for subdivision and concurrent tentative maps/precise development plans or phase these.
15. The Department and the City each recognize that time is of the essence necessitating prompt review and processing of the items subject to this agreement.
16. In the event the City does not adopt a specific plan, the State of California reserves its right to pursue, through the Department, other disposition alternatives as permitted by law.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL PROVISIONS

A. Reporting

1. The City shall provide the Department with quarterly reports that include the City's costs for land use planning services, and including consultant costs, under this agreement and a progress report that compares the current status with the project schedule and includes a list of deliverables completed and the estimated dates for completion of the remaining deliverables. The cost report shall include copies of: 1) itemized consultant invoices received and paid during the previous quarter, 2) receipts for other authorized expenses paid during the previous quarter, and 3) an accounting of all City staff time billed against the project.
2. Quarterly reports will be submitted quarterly in arrears to:

Frances Chacon
Department of Developmental Services
1215 O St, 9th Floor
Sacramento, CA 95814

Gerald G. McLaughlin
Asset Management Branch
Department of General Services
State of California
707 3rd Street, 5th Floor
West Sacramento, CA 95605

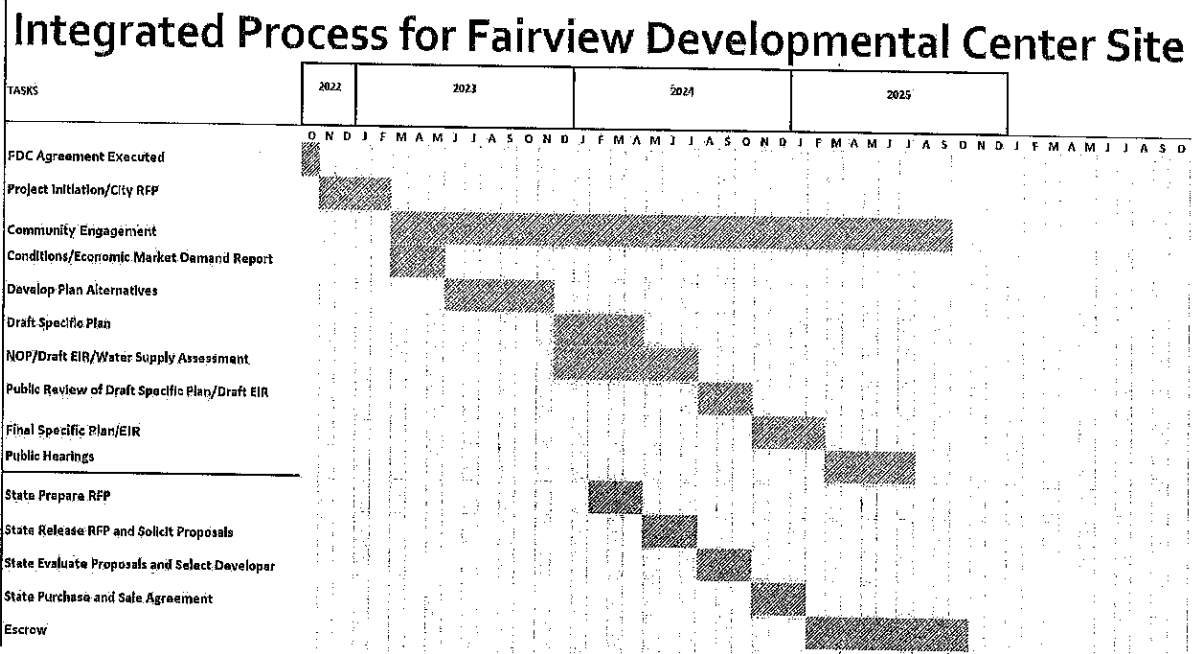
3. The total amount paid by the Department under this agreement shall not exceed \$3.5 million. The Department will advance \$3.5 million to the City within 30 days of execution of this agreement to be credited to a dedicated trust account at the City. In the event the City's cost for land use planning services and consultant costs is less than \$3.5 million, or the agreement is canceled for any reason, or no reason at all, the City shall reimburse the Department any unspent funds.
4. Costs incurred by the City to carry out the land use planning activities provided in this agreement and in Government Code section 14670.31 for disposition of the property, may be paid for under this agreement, include but are not limited to:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- a. City staff and consultant costs specifically related to the development and possible approval of a Specific Plan, General Plan amendment, related draft ordinances, and rezone of Fairview Developmental Center. City costs include planning services, project management and oversight of staff and consultants, contract management, legal services, analyst services, clerical services, GIS mapping, as well as software, time, and materials prorated accordingly as needed to fulfill the scope of services for the Specific Plan and associated documents. Such costs may include those for: preparation of agendas, meeting notices, minutes; public notice, mailers, web postings, site signs; GIS services (maps); studies review; preparation and attendance at internal, stakeholder and community meetings; public affairs and communications; creating presentations; reviewing all Consultant-generated materials associated with the preparation of a draft Specific Plan, its associated EIR, and any draft General Plan or Zoning Amendments; preparation and review of quarterly reports and invoices; reviewing State Request for Proposal and developer proposal(s); reviewing Developer Agreements; and processing developer entitlements subject to reimbursement of developer's entitlement processing fees on an at-cost basis under a signed agreement or other cost reimbursement mechanism between the developer(s) and the City of Costa Mesa. The consultant costs include the Deliverables in Exhibit A; and
- b. Other reasonable and necessary costs determined by the Department to be incurred for the purpose of the City's preparation of a draft Specific Plan and its related management of the land use planning process for the property, including but not limited to costs associated with securing a consultant to support the City's preparation of a Specific Plan through a competitive Request for Proposals (RFP) and any preparatory work related to the RFP process in accordance with Government Code section 14670.31.

**EXHIBIT B
 ATTACHMENT 1**

**Integrated Process for City Planning and State
 Disposition of the Fairview Developmental Center Site**



**EXHIBIT C
MODIFIED TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. Any portion of the advance payment to the City which is unspent at such time shall be returned to the State.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C
MODIFIED TERMS AND CONDITIONS**

9. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C
MODIFIED TERMS AND CONDITIONS**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 15. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 16. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 17. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. Termination for Convenience

The State may terminate performance of work under this Agreement for any reason the State determines that such termination is in the best interests of the State. A written notice will be provided to Contractor at least thirty (30) days prior to the termination.

2. Contractor Overpayments

If it is determined that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) requesting in writing that Contractor refund the overpayment amount within thirty (30) days after receipt of notice; or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the date of notice.

3. Accounting Requirements

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization related to this Agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payment claimed by Contractor.

4. Service Standards

Contractor agrees to comply with all state and federal laws and regulations which are applicable to the services to be provided under this Agreement. In the course of providing such services, Contractor agrees to treat all people with developmental disabilities in a manner that assures their safety, health, rights, dignity, and privacy as specified in, Welfare and Institutions Code, Section 4500; California Code of Regulations, Title 17, Subchapters 5 and 8 and Title 22, Code of Regulations, Sections 70707, 72527, and 76525.

5. Agreement Titles Statement

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope of intent of the clauses to which they pertain.

6. Limitation of State Liability

The liability of the State under this Agreement shall not exceed the amount of funds appropriated for this Agreement by the California Legislature.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

7. Licenses

Contractor shall be responsible for obtaining and maintaining all applicable federal, state and local licenses, registrations, permits, and certifications during the entire term of this Agreement.

8. Additional Non-Discrimination Clause (Supplements Article 10, Exhibit C, General Terms and Conditions)

In accordance with and in addition to Article 10 of the Standard Terms and Conditions, Exhibit C, the Department requires all contractors to comply with DDS' policy on sexual harassment. This policy is attached. The contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy.

9. Resolution of Agreement Disputes

- a. Should any question or conflict arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Project Representative, responsible for the Agreement, to discuss and resolve the matter.
- b. If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate, in writing of the dispute within fifteen (15) days of the discussion between the Contractor and the Project Representative.
- c. Any dispute concerning interpretation or performance of this Agreement shall be decided by the Officer who shall state the factual basis for his/her decision in writing and shall serve a copy of the decision on the Contractor. The DDA/ASD decision shall be rendered within thirty (30) days of receipt of a dispute submitted by the Contractor.
- d. In the event the State terminates this Agreement the State may procure, upon such terms and such manner as the Project Representative may deem appropriate, supplies or services similar to those terminated, the Contractor shall be liable to the State for any excess costs reasonably incurred for such supplies or services similar to those terminated. In the event of a termination for default, Contractor shall be paid at the rate specified in the Agreement for the period of satisfactory performance prior to the effective date of cessation of work as provided in the notice of termination.

10. Notice of Termination of Agreement

- a. If the State terminates this Agreement for any reason, it may fix a date for the cessation of Contractor's performance under the terms of this Agreement. The State shall notify Contractor in writing of its decision to terminate the Agreement. The termination notice shall contain the date upon which the Contractor shall cease performance under the terms of this Agreement. During the period between the Notice of Termination and the date fixed

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

for cessation of performance, Contractor agrees to continue to satisfactorily perform all of the terms and provisions of this Agreement. In addition, Contractor agrees to cooperate with the State and any successor Contractor during this "transition" period.

- b. The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and Contractor agrees to continue to satisfactorily perform the terms and conditions of this Agreement until the new date. Contractor shall be paid at the same rate provided in the Agreement for the extension period for all services which are satisfactorily performed.

11. Procedures for Termination of Agreement

Upon receipt of a notice of termination Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

12. Waiver of Breach

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this agreement or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of the State to thereafter enforce each and every provision.

13. Cooperation with the State, Other Contractors

- a. Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.
- b. Contractor shall cooperate and coordinate with the Department of Developmental Services and the developmental center administration in performing all work.
- c. Contractor shall cooperate with other state contractors who may be engaged in the same or related contracts. Contractor shall also cooperate with a successor Contractor.

14. Loss Liability

The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

15. Protection of State Property

- a. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this Agreement.
- b. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.
- c. Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.
- d. Contractor shall adhere to the Department's policies, i.e., policy on identification badges and policy regarding keys.

16. Contractor Responsibilities for Employees

- a. Except for approved subcontractors, all personnel shall be direct employees of Contractor. Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including, but not limited to, Workers' Compensation and Unemployment Insurance, as well as costs incurred for physical examinations and fingerprinting required by the terms of this Agreement. Contractor expressly agrees that it is responsible for the acts or omissions of its employees or their agents. Contractor, at its own expense, shall immediately upon notification by the State, remove any of its employees from providing any services under the terms of this Agreement and shall not return said employee to work until notified in writing by the State. Contractor shall assure that said employee is not physically present at this facility or any other facility covered by the terms of this Agreement until notified in writing by the State that said employee may return to work. The State shall not be the employer of any such personnel.
- b. Should the State or Contractor discover that any employee of Contractor does not meet the standards as set forth above, Contractor agrees at its own expense to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.
- c. Should any Contractor employee engage in any act detrimental to the Department's mission of providing care and protection to its residents, any act of injury or abuse to persons or property, or any act of theft or drug abuse, Contractor agrees that it shall be liable for the acts or omissions of its employees or their agents. Contractor agrees to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any developmental center.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

17. Management Responsibilities

- a. During the course of this Agreement, the Department reserves the right to approve, in advance, in writing any changes to be made by Contractor as to the individuals identified as managers and supervisors. The Department's review and approval will be made by the Project Representative to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications in scope, breadth, and depth to those originally accepted as part of Contractor's bid proposal.
- b. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships with staff and clients in the performance of their duties. Departmental approval shall not be unreasonably withheld.
- c. Contractor shall make every effort to assure continuity of management staff.

18. Ownership of Products

Notwithstanding whether or not it may be the subject of a patent or a copyright and or whether or not it is tangible or intangible or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this Agreement shall immediately become the sole and complete property of the State upon their creation.

19. Weapons

Contractor expressly agrees that it will not permit any of its employees or subcontractors to carry any weapons onto state property. Contractor further expressly agrees that it will be solely responsible for any acts of its employees while on state property. Contractor also states that it has read Penal Code, Section 171b and understands that it prohibits the carrying of weapons on state property.

20. Software Certification

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of Copyright laws.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

21. Confidentiality of Data

All financial, statistical, personal, technical, and other data and information relating to the State's operations, that is designated confidential by the State and made available to Contractor in order to carry out this contract, or which become available to Contractor in carrying out this contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

22. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

23. Media Coordination

Contractor agrees they will not conduct any independent media outreach related to this contract and the work conducted under this contract without first coordinating with DDS' Office of Public Affairs for review and approval of any proposed print, broadcast, and/or social media content.

EXHIBIT E**I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE****Policy**

The Department of Developmental Services (DDS) is committed to providing a workplace in which all individuals are treated with respect and professionalism. Consistent with this commitment, it is the policy of DDS to provide a workplace that is free from all forms of discrimination and harassment, including sexual harassment for all employees and applicants. A DDS employee is defined to include volunteers, interns, and other DDS representatives. This Sexual Harassment Policy ("Policy") prohibits not only behavior that rises to the level of sexual harassment in violation of Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act, but also unprofessional and disrespectful behavior that, while not unlawful, may contribute to a hostile working environment.

Departmental Standard

To avoid unlawful sexual harassment from occurring, it is the expectation that all DDS employees comply with the above policy which prohibits sexual harassment in the workplace and is more inclusive than federal and state law. A DDS employee may violate this Policy by engaging in a single act of unprofessional or disrespectful sexual conduct, even if the conduct would not constitute sexual harassment under state or federal law. Because all forms of sexual harassment are unprofessional and disrespectful, and may damage an individual's career and well-being, DDS will strictly enforce this Policy. This Policy applies to all work-related conduct, and may include conduct that occurs off-duty, if such conduct negatively affects the working environment. This Policy also applies to conduct that occurs in any location that can reasonably be regarded as an extension of the workplace, such as any off-site social or business function, or any other non-DDS facility where DDS business is being conducted. This Policy is intended to apply to behavior by non-DDS employees, including, but not limited to, contractors, volunteers, interns, and other third parties.

Consequences of Violations

Any individual who violates this Policy, even if such conduct does not violate state or federal law, will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification. In addition, the possibility of civil liability exists.

Retaliation Prohibited

This Policy prohibits DDS employees from engaging in any act of retaliation or reprisal against individuals who claim a violation of this Policy, pursuing such a claim, or cooperating in any way in the investigation of such claims, regardless of the outcome of any investigation. Any individual who engages in acts of retaliation or reprisal in violation of this Policy will be subject to appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

II. EXAMPLES OF CONDUCT THAT MAY VIOLATE THIS POLICY

Sexual harassment generally is defined under state and federal law as unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature that interferes with work performance by creating an intimidating, hostile, or offensive working environment.

EXHIBIT E

Such conduct may constitute sexual harassment if:

- submission to the conduct or communication is made either explicitly or implicitly a term or condition of employment; or
- submission to or rejection of the conduct or communication is used as a basis for employment or service decisions affecting the individual; or
- the conduct or communication has the potential to affect an individual's work performance negatively and/or create an intimidating, hostile, or offensive work environment.

Examples of conduct that may constitute sexual harassment under the law, contribute to a hostile working environment, or violate this Policy include, but are not limited to:

- unwelcome sexual advances or sexual pressure;
- demands for sexual favors in exchange for employment benefits, whether express or implied;
- making or threatening reprisals after a negative response to sexual advances;
- verbal conduct such as derogatory or demeaning comments, slurs, sexually explicit jokes, comments about an individual's body or physical appearance, suggestive or obscene remarks, or practical jokes;
- physical conduct such as leering, sexual gestures, impeding or blocking movements, pinching, grabbing, patting, intentionally brushing up against another individual, rape, or assault;
- visual conduct such as displaying sexually-suggestive objects, cartoons, pictures, or posters; and/or,
- posting, sending, or downloading derogatory, demeaning, or sexually suggestive or explicit materials in any form via electronic mail or the internet.

Conduct in violation of this Policy may be directed against a particular individual or individuals of the opposite or same sex as the individual(s) engaging in the conduct.

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors and managers are responsible for setting the tone to promote a working environment that is free from discrimination, harassment, retaliation, and unprofessional or disrespectful conduct. Managers and supervisors are expected to:

- adhere to and enforce this Policy;
- communicate this Policy to the employees under their supervision and management;
- refrain from engaging in, condoning, tolerating, or leaving uncorrected conduct that violates this Policy;
- take pro-active steps to prevent unprofessional or disrespectful conduct, including, but not limited to, review and discuss this Policy with staff on a regular basis and maintaining appropriate documentation of such discussions;
- attend required training on this Policy and ensure employees under their supervision and management attend required training and sign and date a training copy of this Policy after each training session; and,
- take immediate and appropriate corrective action to stop conduct that violates this Policy and document measures taken.

When a supervisor or manager becomes aware of conduct that may violate this Policy, the supervisor or manager is required to notify his/her immediate supervisor and the worksite EEO Coordinator.

EXHIBIT E

The failure by a supervisor or manager to take immediate and appropriate action to correct violations of this Policy will result in appropriate corrective and/or disciplinary action, up to and including termination from state service, regardless of job level or classification.

Management Inquiries

The Director, Deputy Directors, and Executive Directors at the developmental centers (DC) and community facilities (CF) or their designees may initiate an investigation if they are made aware of behavior which appears to be discriminatory in nature, even though a complaint has to been filed. This does not preclude an employee from filing a formal complaint while an inquiry is being conducted. If the employee is not satisfied with the outcome of the management inquiry, he or she may file a formal complaint as described below in section V.

IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees are expected to behave in a respectful and professional manner, adhere to this Policy, and attend required training on this Policy.

Employees are strongly encouraged to report any alleged violations of this Policy so DDS may take appropriate corrective action to remedy the situation. Employees who believe they have witnessed or been the victim of conduct that violates this Policy should report the incident immediately, pursuant to the complaint process described below. All applicants/employees involved in the investigation of a complaint are expected to cooperate fully with the DDS's efforts to resolve the complaint.

V. THE COMPLAINT PROCESS

DDS strongly encourages individuals to report alleged violations of this Policy as soon as possible after an alleged incident(s) occurs. Any delays in reporting alleged violations may make the complaint more difficult to investigate, potentially adversely affecting the outcome of the investigation. Delays in reporting violations also may have negative consequences with respect to filing a complaint, and/or an appeal, with the State Personnel Board (SPB), the State Department of Fair Employment and Housing (DFEH), or the U.S. Equal Employment Opportunity Commission (EEOC). Failure to utilize the DDS's internal procedures to report violations of this Policy may negatively impact subsequent claims. Any DDS employee or applicant for employment who believes this Policy has been violated is encouraged to report any such alleged violations to any of the following:

- the employee's immediate supervisor;
- any DDS supervisor or manager;
- one of the designated EEO Counselors; and/or,
- the worksite EEO/Human Rights Office.

No individual is required to contact his/her immediate supervisor first to report conduct believed to be in violation of this Policy. Any of the above listed options may be utilized by an individual seeking to report a violation of this Policy. In an effort to resolve the workplace issue(s) without filing a formal complaint, an individual may, but is not required to, inform the person engaged in the conduct believed to be in violation of this Policy that their conduct is unwelcome. Often individuals are unaware that their conduct is offensive and may be receptive to this approach and stop the offensive conduct.

EXHIBIT E

While discretion is used in addressing complaints, complete confidentiality cannot be guaranteed due to the need to take immediate and appropriate action when allegations of discrimination are brought to management's attention, whether or not a formal complaint is filed.

Informal Complaint Process

All DDS employees/applicants for employment may file an informal (verbal) complaint of discrimination with any of the above-designated individuals. Employees/applicants may discuss the matter (although not required) with a trained EEO Counselor. The Counselor will attempt to seek resolution of the matter on an informal basis. All alleged violations of this Policy will be assessed, and appropriate action taken whether or not the complainant wishes to pursue the complaint. Upon completion of the counselor's efforts to resolve the informal complaint, the counselor will document his or her efforts in a written Report of Inquiry which includes the results of the inquiry and attempts to resolve the matter. The completed report is provided to the EEO Office which will work with management to assure appropriate follow-up action is taken. Employees/applicants may bypass the informal process and file a formal written complaint.

Mediation Program

In addition to working with an EEO Counselor, employees/applicants may consider using the State Personnel Board (SPB) State Employee Mediation Program, which is a voluntary program designed to facilitate resolution of workplace disputes using trained mediators outside DDS. For information regarding this program, you may contact the DDS Office of Human Rights and Advocacy Services (OHRAS) at (916) 654-1888.

Formal Complaint Process

Employees/applicants may file a formal complaint within 365 days of the alleged discriminatory event. The DDS Formal Complaint of Discrimination

(DS 312) form should be used to document complaints. The DS 312 is available on DDS's intranet OASIS homepage or can be obtained by contacting the worksite EEO/Human Rights Office or OHRAS.

If an individual files a Formal Complaint of Discrimination with his/her immediate supervisor, any DDS supervisor or manager, the worksite EEO Coordinator or Counselor, or DDS's Equal Employment Opportunity Office, the following process will be followed:

- The local worksite EEO Office will review the complaint and determine whether a formal investigation is warranted.
- If the EEO Office determines an investigation should be conducted, a trained investigator will be assigned to complete a thorough and complete investigation. A Report of Findings will be prepared.
- The Chief Deputy Director/Executive Director or their designee will review the Report of Findings and determine whether a violation of this Policy has occurred and make recommendations as to appropriate corrective and/or disciplinary action that should be taken, if any, based on the findings. Both parties will be provided with a Letter of Determination upon completion of the investigation.

EXHIBIT E**Appeal Process**

If the individual who filed the complaint is not satisfied with DDS's decision, the individual may file an appeal directly with the SPB Appeals Division within 30 days after receipt of the Executive Director/Chief Deputy Director letter of determination.

Developmental Center/Community Facility (DC/CF) employees/applicants may also choose to appeal the Executive Director's (or designee's) determination to the Director of DDS within 30 days of receipt of the letter of determination. DC/CF appeals to the Director will be assigned to the OHRAS for review. The Director (or designee) will notify the complainant of the final DDS decision and appeal rights. If dissatisfied, the DC/CF employee/applicant may then appeal the Director's decision to SPB Appeals Division within 30 days of receipt of the final DDS decision from the Director.

Other Avenues for Complaints

DDS employees and applicants for employment may also file a complaint with the following entities:

Department of Fair Employment and Housing (DFEH)

<http://www.dfeh.ca.gov/>

2014 T Street, Suite 210

Sacramento, CA 95814

1-800-884-1684

916-227-0551

U.S. Equal Employment Opportunity Commission (EEOC)

<http://www.eeoc.gov/>

901 Market Street, Suite 500

San Francisco, CA 94103

415-744-6500

Some employees have provisions in their respective collective bargaining unit contracts for filing discrimination complaints within the grievance process. Individuals represented by an employee union may wish to review their contract to see if this option is available.

VI. RIGHT OF ACCESS TO PERSONAL INFORMATION

Investigations of complaints alleging a violation of this policy are protected from disclosure for the duration of the investigation, or any other related investigation. Once the investigation is completed, all individuals identified in the record have the right of access to any information which pertains to them, whether they are the complainant, the respondent, or a witness.

Requests for personal information contained in investigative files should be made on form DS 43 (Request to Inspect Public Records). At Headquarters, requests should be submitted to OHRAS; at the DCs and CFs, requests should be submitted to the EEO Coordinators.

A fee of \$.10 per page may be charged for copying personal information contained in investigative files.

EXHIBIT E

Access to requested information from investigative files will be provided as soon as possible; however, it may take up to 30 days to allow sufficient time to delete personal information about others. Access to investigative files which are stored at another location may require up to 60 days.

Responses to requests for personal information from investigative files may be made by providing a copy of the text of the material with such deletions as are necessary to protect the identity of the source or consist of a comprehensive summary of the substance of the material. The type of response is at the discretion of the Department.

Questions regarding this Policy should be directed to:

OFFICE OF HUMAN RIGHTS AND ADVOCACY SERVICES
1600 NINTH STREET, ROOM 240, MS 2-15
SACRAMENTO, CALIFORNIA 95814
(916) 654-1888

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
PLACEWORKS, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1ST day of August, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PLACEWORKS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to prepare the Fairview Developmental Center Specific Plan, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the Cost Proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed \$ 2,038,110.00.

2.2. Additional Services. A contingency in the amount of \$198,143.00 is established for potential additional services that may be identified during performance of the scope of services of this Agreement and which are within the general work parameters of the scope of services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or above the maximum compensation set forth in Section 2.1, unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

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

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

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three additional one year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent 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, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Placeworks

IF TO CITY:

City of Costa Mesa

3 MacArthur Place, Suite 110
Santa Ana, CA 92707
Tel: (714) 966-9220, ext 2347
Attn: Karen Gulley

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5617
Attn: Jennifer Le

Courtesy copy to:

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

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

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

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

against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

6.18. 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.

6.19. 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.

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

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

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

6.23. 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.

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

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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.

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

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:

Jennifer Le
Development Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

FOR THE

FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN



Development Services

CITY OF COSTA MESA

Released on June 13, 2023

REQUEST FOR PROPOSALS FOR THE FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to prepare a Specific Plan, General Plan amendment, and any requisite environmental analysis for the re-use of the Fairview Developmental Center property for the City of Costa Mesa. The awarded Contractor (hereinafter referred to as "Contractor"), and its associated project activities and deliverables, shall be in accordance with the Sample Professional Service Agreement, Appendix B. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendices/exhibits. The contract term is expected to be for 2 years with 3 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, approximately 40,000 housing units, 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; land use planning and zoning; housing and community development; maintenance and improvement of parks, trails, and related structures; maintenance and improvement of streets, active transportation, street lighting and related structures; storm water infrastructure; homeless services including a homeless shelter; and a full range of recreational and cultural programs. Water, sanitation, electricity, gas, and school services are managed by separate districts.

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

All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their demonstrated expertise, prior experience on similar projects, demonstrated competence, understanding of and the ability to meet expectations for the requested services, adequate staffing, reference check, cost, and responsiveness to the needs 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 Proposals**

(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 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 the 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 Proposals shall be governed by the following schedule:

Release of RFP	June 13, 2023
Deadline for Written Questions	June 20, 2023 at 11:00 a.m.
Responses to Questions Posted	June 27, 2023
Proposals are Due	July 7, 2023 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 must have an office located in California and the Project Manager/designated point of contact must be available to meet on site, on City property, for all meeting requests.

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 must be typed and should contain no more than 30 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 proposed services. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter should summarize key elements of the Proposal and must include: an individual authorized to bind the Contractor must sign the letter; indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed; and identify the proposed working relationship among the offering firm and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement, task and deliverable 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".
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. The schedule shall show project completion by December 2025.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide innovative and/or creative approaches for providing the required services and outcomes. Additional tasks recommended by the prospective consultant but not specifically listed in the City's Scope of Work should be identified as "optional".
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the Firm(s) or entity performing services/projects that are similar in size and scope to demonstrate capability 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 and zip code, and the date the 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 business.

3. Submit a description of the Proposer's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 4. Describe the number of years the Proposer and subcontractors have been in business under its present business name.
 5. Provide a list of current and previous projects completed within the last eight years that are similar in scope to the requested services. Only projects worked on by the key personnel who are also proposed to work on the requested services should be included. For each project, provide a brief description of the scope of work performed, the length of time you have been providing services, the client name, project cost, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. A minimum of three (3) projects should be listed. For each project listed, briefly describe key challenges, solutions, or lessons learned which may be transferrable to Costa Mesa.
- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, and therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the role and specific functions to be performed by each.
 - Include a qualifications summary for each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant similar projects on which they have worked and their specific role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates, and the cost for each work task/deliverable as described in the Scope of Work. If works tasks or deliverables are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is

enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**

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

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines. The Proposal should be concise, but provide sufficient detail for thorough evaluation and comparative analysis.
- **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 proposal.

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.

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on July 7, 2023**. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 20, 2023 at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted via PlanetBids. Proposers should check Planetbids periodically 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 Purchasing Staff regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted via Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified firm(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. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Contractor 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. During the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Project Approach and Methodology - 30%

- Demonstrate understanding of project scope and needs, and detail a well thought out approach and methodology to providing the requested services, tasks and deliverables
- Demonstrate understanding of applicable State Planning and Zoning Laws, State Housing Laws, California Environmental Quality Act (CEQA), and other relevant regulations.

2. Qualifications of the Firm - 30%

- Successful completion of similar projects that required extensive community engagement and development of applicable guidelines/regulatory documents (i.e. general plan policies, specific plan, zoning code, and objective design guidelines.)
- Firm has adequate staffing capacity to complete the proposed project on time and within budget
- Demonstrate experience in working with a public entity and various stakeholders; which includes participation in study sessions, visioning, community workshops and public hearings
- Demonstrate experience in managing and completing adequate environmental review pursuant to CEQA

3. Experience of Key Personnel - 30%

- Experience and availability of key personnel
- Demonstrate competence in technical services to be provided
- Extensive community engagement experience

4. Cost Proposal - 10%

- Demonstrate that the contractor can complete the proposed project within budget, provide examples of past projects of a similar scope
- Provide an estimated cost for each task

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. 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 **July 25, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are 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 firm. 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. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.

- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

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

If prior to 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 City's facilitator and request to withdraw the Proposal. 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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Professional 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 B** to this RFP, which may be modified by the City.

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

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

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

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

APPENDIX A

SCOPE OF WORK

Fairview Developmental Center Background

The City of Costa Mesa is seeking proposals from qualified firms to prepare a Specific Plan, focused General Plan amendments, and associated Program Environmental Impact Report pursuant to the California Environmental Quality Act (CEQA) to facilitate transition of the Fairview Developmental Center (FDC) into mixed-use, mixed-income housing community.

The FDC, opened in 1959, is a State-operated residential care facility dedicated to serving individuals with developmental disabilities. It originally occupied 752 acres and in 1979, much of the original land was transferred to the City of Costa Mesa. Currently, it encompasses approximately 109 acres and is a State-operated campus that includes a work activities center, auditorium, park, recreational campsite and library. The facility is generally located north of Wilson Street, east of Placentia Avenue, south of Merrimac Way, and west of Harbor Boulevard and is accessible from Fair Drive and Merrimac Way.

The role of the State developmental centers (DCs) for individuals with development disabilities has changed over time and services for the individual have shifted from large institutional care to person-specific care. As a result, demand for State-operated larger facilities have declined. Therefore, the State has moved forward with closing DCs throughout California and the FDC is one of two facilities that operates today that is scheduled for closure in the near future.

The State Legislature approved the FDC closure plan in 2016. The closure plan provides data and information concerning the FDC's residents, the employees, the families and other stakeholders, and the facility land, buildings and leases. It identifies pertinent information on related initiatives and requirements that will have a bearing on services and resource development directly involved in the closure process.

In 2020, the City Council in preparation of the facility's closure created an Ad Hoc Committee to advise on matters related to the FDC. The Council approved a local vision statement for FDC identifying its potential future use as a 1,500-unit mixed use/mixed income development that supports workforce, veterans, and permanent supportive housing. The Council also directed staff to continue to coordinate with the State regarding the disposition and future use of the site, with the goal of maintaining local input into future development options. Currently, the City's 6th Cycle Housing Element lists the FDC as a housing opportunity site and estimates 2,300 housing units for the location.

Senate Bill 188, approved by the State in 2022, outlines the partnership between the State Department of Developmental Services, State Department of General Services, and the City of Costa Mesa regarding the future disposition of the site. The City of Costa Mesa Development Services Department staff will manage the land planning process for the site that is expected to be completed in three years. The funds appropriated for this purpose will be utilized to adopt an amendment to the General Plan, Specific plan, amend/develop any appropriate planning documents, zoning ordinance, completing any environmental review, and addressing the economic feasibility of future development intended by the Legislature. The State is responsible for the disposition process and would ultimately sell or lease the FDC site to an owner/land developer who would develop the site consistent with the General Plan, Specific Plan and zoning approved by the City Council. The City and the State executed an agreement

in December 2022 consistent with Senate Bill 188. The Agreement envisions that the City's planning work for FDC would be completed by December 2025.

Approximately 15 acres of the 109-acre FDC site is proposed to be redeveloped into an Emergency Operations Center (EOC) for the Southern California region by the California Office of Emergency Services (OES). The proposed Southern Region EOC would support full-time staff and serve as a hub for critical emergency management planning and training programs. The EOC, as currently proposed, includes office buildings, warehouse, a helipad, and a 100-foot tall lattice tower with 20-foot whip antennas. The City is coordinating with the State and providing feedback to the State regarding the location and design of the 15-acre EOC site. The State is overseeing the preparation of an Environmental Impact Report for the construction and operation of the EOC. The Draft EIR is slated to be released later this year. As part of the process of creating a Specific Plan and Program EIR for the reuse of the Fairview Developmental Center, the City and the selected consultant will continue to coordinate land use planning efforts with the State to ensure that the City and State goals for the site are achieved.

Overview

The City of Costa Mesa is seeking proposals for qualified firms to prepare a Specific Plan, focused General Plan amendments, and a Program Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) to coordinate and facilitate transition of the Fairview Developmental Center (FDC) to a mixed use, mixed-income housing community.

Location and Existing Settings

The City of Costa Mesa is located in Orange County, adjacent to the Santa Ana River just one mile from the Pacific Ocean. Costa Mesa encompasses 15.8 square miles. The neighboring cities, Santa Ana, Irvine, Newport Beach, Huntington Beach, and Fountain Valley, shares the regional arterial roadway network that services Costa Mesa. Costa Mesa connects easily to the region via several freeways: The San Diego Freeway (I-405), which bisects the northerly portion of the city; the Costa Mesa Freeway (SR-55), which travels north to south and terminates at 19th Street; and the Corona Del Mar Freeway (SR-73), which starts at I-405 and extends southeast to south Orange County. Orange County John Wayne Airport, located along the eastern edge of Costa Mesa, provides easy connections beyond the region.

The FDC is located near the center of the City, west of Harbor Boulevard. The site is surrounded by the Costa Mesa Golf Course on three sides and single/multi-family residential development to the north. The City General Plan designates this site as Multi-Use Center (6-40 du/Acre) and the existing Zoning District is Institutional and Recreational – Multi-Use District (IR-MLT). The Multi-Use Center Designation refers to the integration of a variety of land uses and intensities. This land use category includes uses which are low to moderate intensity and urban in character. The allowable land uses pursuant to the General Plan and Zoning Code are as follows: 0.25 FAR Institutional and Recreational Uses, 25% minimum requirement for park and open space purposes (approximately 25.6 acres), and the maximum cap of 582 dwelling units for the entire site. The project site includes a single assessor's parcel that is identified with assessor parcel number 420-012-16.

Project Objectives

Develop a Specific Plan that will serve as a planning and regulatory document for future land use development of the site and facilitate the ultimate transition of the FDC to a residential community. Pursuant to Senate Bill 188 (2022), the FDC property is to be utilized for a mixed-use walkable development, including mixed-income housing and neighborhood commercial uses. Future land use development would include and prioritize affordable housing, including permanent supportive housing, and open space. The Specific Plan and EIR will authorize and streamline the future development of approximately 2,300 mixed-income residential units for this site, including housing for workforce, veterans, and permanent supportive housing. The planning process will include extensive community input and an economic feasibility study. The adoption of the Specific Plan and its associated documents is expected to be completed by summer of 2025. The successful proposer must demonstrate capacity to conduct meaningful community outreach and community visioning to inform and complete the Specific Plan.

The planning effort will be led by the City of Costa Mesa Development Services Department and will include coordination with the State Department of Developmental Services and Department of General Services.

The overarching project tasks must, at minimum, include:

Community Visioning and Feasibility Analysis

- Community visioning and engagement throughout the process
- Constraints and Opportunity Analysis, building on previous State planning efforts
- Economic Demand and Feasibility Analysis of Reuse Options

Land Use Alternatives Analysis

- Examination of alternative concepts for site reuse
- Land Use, Open Space and Zoning Plan options
- Preliminary Design Guidelines options
- Selection of a Preferred Alternative for further plan development

Plan Development

- Detailed Specific Plan document with land use, open space, and zoning plan
- Finalized development standards and design guidelines
- Infrastructure Needs Assessment and Cost Estimates
- Financing Plan
- Updates to the General Plan text and figures

Program Environmental Impact Report and Mitigation Monitoring Program

- Notice of Preparation
- Technical Studies
- Draft Environmental Impact Report
- Public Review
- Final Environmental Impact Report

Specific Plan Requirements

The expectations for the Specific Plan and associated Program EIR are outlined below. The project will require a multidisciplinary consultant team with expertise and experience in the following areas:

- Successful creative approach to community planning and consensus building;
- Familiarity with the City of Costa Mesa and the community outreach and public hearing process;
- Land use planning and neighborhood design;
- Graphic design, illustration, mapping, and development visualization;
- Mixed use/mixed income community planning, including workforce, veterans, and permanent supportive housing;
- Infrastructure assessment;
- Traffic Forecasting and Impact Analysis;
- Traffic calming, parking analysis and management strategies;
- Multimodal transportation planning, including bicycle and pedestrian connectivity, safety and accessibility;
- Economic feasibility and market demand analysis;
- Open space preservation and recreation planning; and
- EIR preparation pursuant to CEQA, including preparation of appropriate technical studies.

The desired outcome of the Project includes:

- Transparent planning process, inform, engage and solicit input from the community;
- Establish a land use and policy framework to guide future development that complements the surrounding area; including a plan that promotes use of alternative modes of transportation and connectivity;
- Design Guidelines with objective standards to streamline housing proposals;
- Implementation and Financing Plan to facilitate improvements in accordance with the Specific Plan; and
- Prepare a Program Environmental Impact Report in compliance with CEQA, which will facilitate future development in accordance with the Specific Plan. The planning documents and CEQA analysis will be integrated to create a self-mitigating plan. Future development projects are expected to use and tier from the Program EIR, when applicable.

Information regarding City of Costa Mesa and the Fairview Developmental Center are available online at:

- City of Costa Mesa General Plan
<https://www.costamesaca.gov/city-hall/city-departments/development-services/planning/general-plan>
- City of Costa Mesa Zoning Code
https://library.qcode.us/lib/costa_mesa_ca/pub/municipal_code/item/title_13
- City of Costa Mesa Master Highway and Bikeway Plan

Circulation Element - p C-12

Existing and Proposed Bicycle Facilities Map

- October 4, 2022 City Council Agenda – Agreement Between the State of California and City of Costa Mesa for Community Outreach and Land Use Planning Efforts for Fairview Developmental Center Site

City of Costa Mesa - File #: 22-863 (legistar.com)

- Senate Bill 188

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB188

- Fairview Developmental Center Closure Plan

https://www.dds.ca.gov/wp-content/uploads/2019/03/FDC_ClosurePlan_20160401.pdf

Scope of Services

The City is seeking consultant services to assist staff with accomplishing the following tasks:

Fairview Developmental Center Specific Plan

Task 1: Project Kickoff

The selected consultant will facilitate a project kickoff meeting with City staff. The kickoff meeting will cover: project objectives, data needs determination, refined project area boundaries, background information collection, identification of project issues and challenges, networking with essential project partners, initial discussion of the community visioning and engagement strategy, and project management. Following approval of the final Scope of Work and Notice to Proceed, the consultant team will be expected to participate in bi-weekly project management meetings with the staff project manager in addition to other meetings consistent with the project work plan and community engagement strategy

Deliverable(s):

- **Orientation Meeting;**
- **Invoice format;**
- **Community visioning/engagement program;**
- **Data/Resources needs; and**
- **Meeting Summary.**

Task 2: Community Visioning and Engagement

The successful proposal must include a preliminary but robust Community Visioning and Engagement Strategy that demonstrates consistent, meaningful, engaging, and effective community consultation throughout the Specific Plan preparation process. The Community Engagement Strategy shall meet the following objectives:

- Effective. Be cohesive and well managed; Ensure that the community is aware of the process, upcoming activities, and available resources; Utilize graphics, visuals, and other effective tools to help the community visualize reuse options and provide meaningful feedback;
- Consistent. Provide consistent opportunities for engagement with the community throughout the planning process;
- Accommodating. Incorporate a variety of formats and techniques to ensure that community members with varying communication comfort levels, availability, and needs are able to participate;
- Engaging. Be engaging, fun, and dynamic;
- Multi-faceted. Use both traditional, in-person, and online communication methods;
- Inclusive and Respectful. Provide opportunities for English- and Spanish-speakers to engage at events involving major milestones, and organize engagement to include youth,

- adults, and elderly residents. Ensure that engagement activities/events are managed so that organizers and participants are respectful of all points of view; and
- g. **Meaningful.** Result in productive and actionable outcomes that are incorporated into the Specific Plan and Program EIR.

The consultant team will conduct meetings as necessary with the staff team to present and discuss the preliminary Community Visioning and Engagement Strategy, engagement scope of work, and timeline. The consultant shall gather input and refine the Strategy and shall prepare a final engagement strategy for implementation.

Deliverable(s):

- **Community Visioning and Engagement Strategy and its implementation;**
- **Vision Statement and Guiding Principles;**
- **Branded project website; and**
- **Branded documents and materials for engagement activities.**

Task 3: Market Demand and Economic Feasibility Analysis

Prepare an analysis of market demand and feasibility for mixed use/mixed income housing at the site, including workforce, veterans, and permanent supportive housing, and open space/recreational uses in the plan area. The analysis will consider the conditions report (Task 4) and assess the constraints and opportunities for reuse of the existing site and infrastructure versus redevelopment of the site. The cost of demolition and removal, as well as the cost of construction and infrastructure and utilities, must be considered in the market demand and feasibility analysis. The area's need and the future potential for housing of various types, densities, and levels of affordability, given existing infrastructure, land use compatibility, and other environmental and planning constraints shall be evaluated. The analysis will include a preliminary pro forma for mixed use/ mixed income housing to explore the economic challenges and opportunities for below-market rate housing construction. The intent of this pro forma analysis is to better understand the combination of land cost adjustments, density of market-rate housing and/or intensity of other development that may be necessary to offset affordable housing costs in the project area. Alternative or supplemental analyses/approaches recommended by the consultant team that will facilitate meaningful dialogue, build consensus for, and successfully promote affordable housing in the Specific Plan are highly encouraged.

Deliverable(s):

- **Market Demand and Economic Feasibility Analysis**

Task 4: Comprehensive Conditions Report

The scope of work shall not duplicate work that has already been completed to assess FDC conditions. Several studies have been prepared that are robust and accurately reflect site conditions, however some information gaps may remain. The consultant shall review and evaluate existing information and identify where resources need to be focused to ensure that the Specific Plan effectively addresses site constraints and creates an actionable plan to promote future investment and development at the site. Topics that will likely require additional analysis include but are not limited to:

- Environmental conditions and logistics associated with demolition of existing site improvements and soil conditions;
- Infrastructure assessment;

- Utility resources; and
- Cultural and historical resources.

The consultant team will prepare a written report that will include a profile of the community and existing conditions. This information will establish the parameters for the feasibility analysis and the alternatives analysis for the site, as well as the baseline for CEQA analysis. The report will describe the existing setting, including: land use assessment, socio-economic profile, housing type and affordability profile, and demographics (including social and labor statistics) for the site and surrounding market area, biological resources, soils, water resources (hydrology/geology), cultural/tribal resources (historic and archeological), scenic resources, circulation (including active transportation, vehicle trips, and Vehicle Miles Traveled), public services and utilities, noise, greenhouse gases, and air. The report may draw heavily from the information provided in the relevant documents noted below.

Deliverables:

- **Comprehensive Conditions Report**

Task 5: Water Supply Assessment

The purpose of the "Water Supply Assessment Report" is to satisfy the requirements under Senate Bill 610 (SB 610), Water Code Section 10910 et seq., and Senate Bill 221 (SB 221), Government Code Section 66473.7 that adequate water supplies are or will be available to meet the water demand associated with the proposed development. The FDC project site will rely on water services from the Mesa Water District.

Mesa Water District service area covers 18 square miles, along the coast of Southern California within the County of Orange and includes most of the City of Costa Mesa, portions of the City of Newport Beach and a small portion of unincorporated Orange County. The Mesa Water District (Mesa Water) prepared a 2020 Urban Water Management Plan (UWMP). This 2020 UWMP provides an assessment of the present and future water supply sources and demands within Mesa Water's service area.

While recognizing that it is not possible to guarantee a permanent water supply for all users in California in the amounts requested, SB 610 requires that a water supply assessment (WSA), based on specific criteria, be prepared to document the sufficiency of available water supply for the Mesa Water District and the proposed project. The WSA will identify water supply and reliability within the Mesa Water Distribution System, now and into the future, and makes a determination regarding water supply sufficiency for the build out of the proposed Specific Plan.

Deliverable(s):

- **Water Supply Assessment**

Task 6: Land Use Concept Alternatives and Analysis

The consultant team will develop at least three different land use conceptual plans for the project site that respond to the previously-developed vision statement and guiding principles. An analysis will assess the impact of each land use concept on the project site and surrounding community, as well as the feasibility of instituting each alternative concept with respect to infrastructure capacity, services, market forces, economic feasibility etc. A multimodal transportation analysis will be required for each land use alternative. A comparison of safety and connectivity to services, schools, transit, bicycle and pedestrian paths, and employment centers will be included. The analysis will analyze both Levels of

Service and Vehicle Miles Traveled for motor vehicles, transit, bicycle, pedestrian travel behavior as appropriate. Parking strategies for each project alternative will be compared. A report, maps, diagrams and comparison charts describing and analyzing the alternatives will be prepared. The analyses will quantify development capacity in terms of housing (units, type, and affordability), non-residential floor area by type, population, as well as employment and likely income profiles. The projected population and jobs for each alternative shall be included. Maps, diagrams and descriptions shall be provided to adequately identify the distribution, location, extent, and size of the major infrastructure and open space components needed to serve the site. The selected consultant will present and facilitate discussions re: land use concepts.

Deliverable(s):

- **Land Use Concept Alternatives Report.**
- **Meeting facilitation, presentations, and materials such as slides, handouts, website information, etc.; and**
- **Large format display illustrating concept alternatives with additional sketches, elevations, and street sections as needed to visualize each concept.**

Task 7: Administrative Draft Specific Plan and Focused Studies

Based on input received, the consultant will work with City staff to identify the preferred land use concept that will serve as a basis for the Specific Plan. The Draft Plan shall be developed in coordination with the environmental impact analysis to ensure that impacts of the Plan are minimized through the proposed policies, standards, guidelines, and implementation plan. The consultant will prepare an administrative draft of the Specific Plan. Technical reports will be updated to specifically address the land use concept selected and relevant findings of the reports will be summarized in the Specific Plan. These technical reports may include the Market Demand Analysis, Public Infrastructure and Services Cost Estimate and Financing Plan, Historic Resources Reuse Plan, Biological Resource Assessment, Traffic Analysis (Level of Service and Vehicle Miles Travel), Noise Analysis, Visual Assessment, Greenhouse Gas and Air Quality Analysis, and Design Guidelines.

The Specific Plan will include a Land Use Plan including the minimum and maximum allowed residential densities and building intensities, objective design and development requirements and conceptual pictorial examples of specific plan areas including sketches, elevations and cross sections where appropriate. Population projections will be defined at build-out. Infrastructure and circulation improvements must also be identified. The Plan must include an Implementation Plan that includes estimated costs for public infrastructure and financing mechanisms, as well as strategies to incentivize affordable housing. The Plan must include Design Guidelines for the public and private realm.

The Administrative Draft Specific Plan will be presented to City staff for review and comment. The Specific Plan documents will be published online in an interactive pdf format. The Specific Plan will be prepared in compliance with California Government Code §65450–65457 and include all of the following components:

- a. Detailed Table of Contents, Index and Glossary. The specific plan must be designed for easy navigation. User-friendly formatting and cross-references are essential.
- b. Introduction and Summary of Plan: Vision, guiding principles, and purpose statement and range of issues, location and acreage, project background, and summary of process.

- c. Relationship to the General Plan. A detailed statement of the relationship of the Specific Plan to the General Plan, including consistency of the Specific Plan with the General Plan (as revised). A discussion of how the Specific Plan furthers the goals, objectives, policies and programs of the General Plan shall be included. Staff anticipates that the Specific Plan will be adopted along with an amendment to the General Plan concurrent with rezoning of the site.
- d. Relationship of the Specific Plan and EIR to Subsequent Development. The Specific Plan must include a statement describing the application of the Specific Plan and Environmental Impact Report to Subsequent Projects and identify: 1) Projects that are intended to be exempt from additional environmental review based on the Plan's EIR. 2) Projects that will require additional environmental review.
- e. Plan Vision and Goals. The Specific Plan will articulate a clear vision, and establish overarching goals that will guide topical objectives and related policies.
- f. Land Use Plan and Zoning Maps. The land use plan will facilitate the Specific Plan vision and goals. It will include maps and descriptions of proposed land use designations, zoning, permitted and conditionally permitted uses, housing densities, building intensities, and site- or area-specific policies. Text and illustrations of key project elements such as public spaces and proposed public improvements will be provided along with illustrations of various locations within the plan area under a build-out scenario.
- g. Photo-simulations. Photo-simulations will be used to illustrate the appearance of future development at key view points.
- h. Open Space and Resource Plan. The open space and resource plan will address the allowed uses within the open space areas of the site and establish goals, objectives, policies and programs for open space and recreation. Open space areas are expected to be preserved in perpetuity; however the interaction between built and open space areas shall be appropriately planned.
- i. Circulation Plans and Maps. Recognize the existing circulation system of the site and address the entrances/gateway to the community and access ways to support the identified development. The Circulation Plan will propose circulation improvements that will enhance uses on the property, and ensure public safety, emergency access and multimodal connectivity within the plan area and into the surrounding community. The plan will provide for pedestrian and bicycle access and safety and incorporate complete street policies. Enhanced transit service and access for the disabled and aging populations should also be considered.
- j. Design Guidelines/Development Standards. Develop Design Guidelines that promote an attractive, pedestrian-oriented development, compatible with surrounding land uses, and at a density and intensity in character with the City of Costa Mesa. Topics will likely include site planning, building massing, height, building design, parking areas, transition areas, signage, landscaping, streetscape design, and open space. High quality visuals, diagrams, and cross sections will be utilized where appropriate.
- k. Utilities and Services: Description of existing and proposed infrastructure to serve the area, including: storm drain, water, wastewater, gas and electrical, telecommunications, as well as policies regarding undergrounding new services.
- l. Financing and Implementation Plan (Appendix). The Infrastructure and Financing Plan will include a description of existing and planned public facilities (streets, roads, sidewalks, bike lanes and racks, utilities, street furniture, street trees, parking, water supply, storm water management, etc.) and the public services within the planning area (schools, public safety and emergency services). The plan will identify the improvements needed to support the planned development in the proposed Specific Plan and provide

cost estimates and implementation strategies for phasing and financing. Required mitigation measures and their implementation costs must be included. The Financing and Implementation Plan will identify action items for each section of the Specific Plan that are needed to implement the goals of that section, as well as for implementation of the overall plan. Each action item shall be assigned a time frame for implementation as well as responsible party/agency department to easily identify immediate next steps and longer term actions. Each item should have a cost estimate and identified funding sources. Strategies for financing infrastructure and other public services and improvements.) will be discussed. The implementation and financing plan will also include an analysis of the existing array of financial and regulatory incentives available to encourage revitalization and attract economic development to the Specific Plan area. Changes to regulations and policies required to implement the Plan will also be discussed and included in the Implementation Plan.

- m. Administration: Description of any fees, amendment procedures, development review procedures, and City departments and agencies responsible for Specific Plan implementation and reporting.

Deliverables:

- **Digital Interactive Administrative Draft Specific Plan; and**
- **Digitally Linked Supporting Technical Reports/Studies.**

Task 8: Public Review Draft Specific Plan

Staff comments on the Administrative Draft Specific Plan will be incorporated into the public review Draft Specific Plan and posted and distributed for review and comment. The Consultant will present the Draft Specific Plan at a community meeting. The Specific Plan must be visually rich, with a user-friendly format, and clear, concise text. The plan must rely heavily on state-of-the-art graphics and maps to illustrate planning concepts, conceptualize plan build out, present the plan vision in a compelling way, and make information understandable to the public. The document must be logically organized and easy to use. Graphics, illustrations, photographs, tables and maps must be well integrated into the plan at appropriate locations to explain the concepts presented. Document formatting must facilitate readability by making use of distinctive heading styles to clearly distinguish sections, sub-sections, paragraphs, etc. Headers and footers must be used to highlight section numbers and topics on each page and allow the reader to easily locate information.

Deliverables:

- **Meeting facilitation, presentation, and materials (digital & hard copies); and**
- **Public Review Draft Specific Plan.**

Environmental Review pursuant to the California Environmental Quality Act

Task 9: Environmental Review Scoping

An Initial Study is not necessary, as the City has determined that a Program EIR is required. The consultant shall prepare a Notice of Preparation (NOP) in consultation with staff. After incorporating City review comments on the preliminary Project Description, the Consultant will prepare the NOP, conduct required Noticing, and will conduct a Public Scoping Meeting for the EIR.

Deliverables:

- **Notice of Preparation;**

- **Scoping Meeting facilitation and materials; and**
- **Summary Report of scoping comments.**

Task 10: Program EIR - Administrative Draft and Technical Studies

The consultant will prepare, in accordance with CEQA, an administrative draft of a program level Environmental Impact Report (EIR) including project objectives, existing conditions, impact analysis, mitigation measures, cumulative analysis, alternatives analysis, and all associated technical studies for review by City staff. The Program EIR will analyze the project and address all potentially significant environmental issues identified during scoping. The Program EIR will specifically address environmental concerns identified during plan development and outreach. Prior to beginning any technical analyses for individual subject areas of the Program EIR, the consultant will submit to the City for review a Draft EIR annotated outline and a memorandum describing the methods and assumptions to be used in the analysis (such as software, modeling techniques, significance thresholds, etc.). It should be noted that a substantial amount of environmental setting information has been developed for the site, as presented in the Conditions Assessment. As environmental impacts are identified, feedback to project alternatives, policies and standards in the Specific Plan will be provided to ensure the Plan is self-mitigating. A Mitigation Monitoring and Reporting Program, consisting of a separate list of all proposed mitigation measures, will also be developed. Each measure will include a brief discussion of the monitoring required, responsible parties, and timeframe for implementation. City departments will coordinate and provide comments on the administrative draft. City staff will meet with the consultant as needed to discuss comments. Consultant will revise the administrative draft as required and provide a clean copy for City staff to conduct a final review. Once the final review has been completed and the administrative draft revised as required, a digital copy of the Draft Program EIR will be submitted to the City for online publication. The consultant will provide digital copies of the approved document for distribution in compliance with CEQA.

Deliverables:

- **Annotated Outline**
- **Administrative Draft of Program EIR (digital format); and**
- **Mitigation Monitoring Plan (digital format).**

Task 11: Draft Program EIR – Public Review Draft

The consultant will coordinate with the City to publish and distribute the Draft Program EIR to the State Clearinghouse, all responsible and trustee agencies and other interested parties. The Draft Program EIR shall also be made available digitally and on the City website to facilitate public review and access. The consultant will include the Program EIR findings in the community workshop presentations on the Public Review Draft Specific Plan. The consultant will compile all written and verbal comments received during the public review period for the Draft Program EIR.

Deliverables:

- **List of comment letters and commenting entities (digital format);**
- **Compilation of comments received (digital format); and**
- **Draft Program EIR.**

Task 12: Response to Comments and Administrative Final Program EIR

The consultant will work with City staff when preparing responses to comments received during the EIR public review period and at the public hearings. The consultant will prepare an administrative draft of the Final Program EIR consisting of a summary of all verbal comments received during hearings on the Draft Program EIR, all written comments, responses to all the comments as required by the State CEQA Guidelines, and appropriate corrections and revisions to the text of the Draft Program EIR. All written comments will be numbered and any necessary changes to the text of the Draft Program EIR or the Mitigation Monitoring and Reporting Program will be identified, and responses keyed to the appropriate comment numbers. Once review by City staff is complete, the Consultant will make all necessary revisions and provide copies of the final document.

Deliverables:

- **Administrative Final Program EIR (digital format);**
- **Final Program EIR (digital format); and**
- **Mitigation Monitoring and Reporting Program (digital format).**

Task 13: Public Hearings and Final Specific Plan and Program EIR

The Consultant Team will attend public hearings conducted by the Planning Commission and City Council to consider the certification of the Final Program EIR and adoption of the Specific Plan. General Plan policy and zone changes necessary to implement the Specific Plan will be identified and presented for consideration along with the Specific Plan and EIR. Following approval of the Specific Plan and Certification of the Program EIR, the consultant will make any required modifications. The consultant will then provide the City with clean copies of the final approved documents as indicated below.

Deliverables:

- **Public Hearing attendance, presentation, and materials**
- **Final Specific Plan (digital format)**
- **Final Program EIR and Mitigation Monitoring Program (digital format).**

Fairview Developmental Center Specific Plan



APPENDIX B

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment

practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval based on task completion and acceptance of deliverables. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, 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 _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent 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), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be

twice the required occurrence limit.

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

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the

insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, 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 CONSULTANT:

 Tel: _____
 Fax: _____
 Attn: _____

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: (714) 754-
 Fax: (714) 754-
 Attn: _____

Provide courtesy copy to:
 City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Attn: Finance Department

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this

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

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

6.18. 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.

6.19. 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.

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

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their

respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature _____

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

APPENDIX C 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. 23-21 for the Fairview Developmental Center Specific Plan**

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)

☐ 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 **RFP No. 23-21 for the Fairview Developmental Center Specific Plan** at any time after **June 13, 2023**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 13, 2023** with a City Councilmember concerning **RFP No. 23-21 for the Fairview Developmental Specific Plan**. 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.

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
CONSULTANT'S PROPOSAL

Fairview Development Center Specific Plan

for the City of Costa Mesa







Proposal for Services | July 7, 2023

Fairview Development Center Specific Plan

for the City of Costa Mesa

Prepared By: PlaceWorks

3 MacArthur Place, Suite 1100
Santa Ana, California 92707
t 714.966.9220

ORANGE COUNTY • BAY AREA • SACRAMENTO • CENTRAL COAST • LOS ANGELES • INLAND EMPIRE

PLACEWORKS.COM

July 7, 2023

Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Subject: Fairview Development Center Specific Plan and EIR

Dear Stephanie:

Please accept the attached submittal as PlaceWorks' proposal to prepare the Fairview Development Center Specific Plan and EIR for the City of Costa Mesa (City).

For this once-in-a-lifetime project, you need a team that knows Costa Mesa, the Orange County market, and how to craft and entitle plans that will be successfully implemented. You also need a team that understands housing in all its forms, and how to design complete neighborhoods that become cherished places in a community. You need a team that regularly works with state, regional, and local agencies – understanding what it takes to navigate, negotiate, and find the right solutions for a project. And finally, you need a team that knows how to run a transparent public engagement process where input is meaningful for both the Specific Plan and future development plans. We are that team.

We are teamed with the following exceptionally talented local firms: **Gensler, Fuscoe Engineering, Fehr & Peers Transportation Consultants, Developers Research Services, and ECORP Consulting**. The qualifications and experience of our team is demonstrated throughout this proposal.

We believe are the right team, with qualifications, and the right approach to be your partner for this project. Our collective experience with affordable housing, specific plans, outreach, development, architectural and landscape design, and environmental assessment is relevant and extensive. Not only do we prepare plans that get implemented, but we are often asked to provide ongoing staff services during the implementation process.

This Specific Plan project will be managed by PlaceWorks' Orange County office, located at the following address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707.

Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

Respectfully submitted,

PLACEWORKS



Karen Gulley
Managing Principal, Design
(714) 966-9220

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1. BACKGROUND AND PROJECT SUMMARY

Over 100 acres of land available for development in Costa Mesa is an unheard-of opportunity. An opportunity to address the underbuilding of housing in the city, to address the pressing need for workforce housing, to provide housing for veterans, individuals with developmental disabilities, and other groups, to create a new and unique walkable, mixed-income, mixed-use community in built-out Costa Mesa. Yet the site is predominantly surrounded by a very popular public golf course and has many existing buildings which might or might not be suitable for reuse. It is off the beaten path, without visibility to the major thoroughfare, Harbor Boulevard. Successful commercial centers are located just to the north and to the southeast of the site. And, surrounding neighborhoods can be expected to be leery of increased traffic.

The site is expected to satisfy a large portion of the City's RHNA requirements. The California Office of Emergency Services is expecting to use a portion of the site for an emergency operations center and lots of questions about it remain. Regular patrons of the Costa Mesa Country Club, and residents from Mesa Verde to College Park to Westside neighborhoods may feel a stake in what happens with the property. Competing with these interests are the realities of the market and what is financially feasible to accomplish.

The Fairview Developmental Center Specific Plan is an unparalleled opportunity – one that will answer the needs and interests of many principals. Our role is to ensure that the final plan is financially feasible, desirable to build, and best addresses the concerns of the community. Our team finds that the following actions are paramount to a successful outcome.

Keys to Success

- Bring together a core team of people that will be engaged from beginning to end. Establish a team structure, including City staff, for conducting each stage of the process where everyone knows their role, timeframe for getting things done, and is working towards a common goal. This includes consistency in the involvement of state representatives, so they understand the process for getting to a preferred alternative and the design/development envelope for the Specific Plan.
- Find a way to keep the process moving even when unresolved issues arise. Be prepared to run on parallel tracks.
- Keep a small bench of outside advisors, especially in the affordable housing field, that are available to lend their knowledge and expertise as needed. Ensure that this process doesn't preclude any advisors from being able to bid on the future state-issued RFB.
- Provide sufficient guidance to the state during preparation of the RFB and the evaluation criteria. Be available to the state as needed to answer questions during their review process. Provide guidance/recommendations to the City regarding potential bidders. Above all, remain OBJECTIVE.
- Find the right balance between flexibility and design/development control.
- Explore the range of possibilities, so that this unique and valuable property achieves its full potential.
- Offer opportunities for community involvement that are based on sufficient information so that residents understand the options available and the tradeoffs. We want residents to contribute to a successful outcome where a developer(s) is able to move forward with a project that is successful, sustainable, and contributes to the well-being of the community at large.

2. PROJECT APPROACH & METHODOLOGY

The following scope emphasizes key components of our approach that includes the Project Objectives from the Request for Proposals (RFP), Optional Tasks. We recognize that it may be necessary to alter the scope as the project progresses and are happy to work with you in making those adjustments.

The scope also identifies “City To-Do” items that will require your time and expertise that are addition to the timely review of draft products and participation in regular team meetings. Because we have included everything we believe is needed for successful completion of this project there are few Optional Tasks.

Scope of Work

Task 1. Project Kick-off and Ongoing Coordination Meetings

Intent: To engage in a discussion and tour with City staff to (1) understand the City’s ideas about the reuse of the property and implementation of the housing element; (2) ask questions about the background information and existing conditions; (3) identify issues and constraints; (4) confirm project boundary; and (5) review approach to outreach.

Approach: A successful project requires significant coordination and communication. PlaceWorks will lead the day-to-day project management of the Specific Plan. Regular communication via Zoom calls and email will ensure all members of the team are in the know. We will establish a protocol for email communication, identifying who from the City and the consultant team will be part of the communication. Our project manager will also use a variety of tools, including an ongoing budget and schedule tracking template, to meet the 2025 deadline and milestones along the way. This task also includes coordination with the State Department of Developmental Services and Department of General Services.

1.1 – Project Kick-off Meeting. PlaceWorks will coordinate the project kick-off meeting with our team and appropriate City staff. Ideally, we’d schedule a series of back-to-back meetings at City Hall to provide adequate time for focused discussions with the relevant departments. We will also confirm and refine the scope and schedule. In advance of the meeting, the PlaceWorks team will review available background information and conduct an initial assessment of existing conditions so we are ready to have a productive working session. During this meeting, we will also discuss the community visioning and engagement strategy and program. Following the meetings, we will conduct a tour of the project area with staff.

1.2 – Bi-weekly Meetings. Regular and consistent communication is key to successfully supporting the City of Costa Mesa through the Specific Plan process. For budgeting purposes, we have allocated two hours per month towards this task for key PlaceWorks project team members, knowing some months will require more coordination than others. Additional time has also been allocated for subconsultants to join the team calls periodically to check in on the status of their work. The bi-weekly meetings will be held as virtual Zoom calls.

1.3 – Day-to-Day Project Management. This task allocates time for maintaining the project budget, schedule, invoicing, and other day-to-day project management activities, such as organizing documents and coordinating meetings with the City, State, and other agencies and stakeholders.

Deliverables: Meeting agenda, list of data needs, initial base maps, meeting summary memorandum, any updates to the schedule, community visioning/engagement program, and invoice format.

CITY TO-DO: Attend kick-off meeting and tour, participate in bi-weekly calls, and provide input on the community engagement strategy and program.

Task 2. Community Visioning and Engagement

Intent: To conduct an inclusive community engagement process providing convenient and meaningful ways for the public to provide input at critical stages of the planning process, especially in developing a vision for the future of the site, weighing alternative land use/circulation concepts and details of the final plan. Community engagement also means including key area and industry stakeholders. Our engagement program incorporates the perspective of affordable housing and market-rate housing developers familiar with the Orange County market and trends in housing types, supportive social services, private and public open space amenities, and other aspects of design and uses to complete the new neighborhoods envisioned.

Approach: Our proposed engagement program is based on the objectives identified in the RFP. The following outreach tasks will be the foundation for our community engagement program. This significant project will require a tailored approach to best reach area residents and stakeholders. With the recent and robust housing element outreach process we know that City staff understands the community. Our plan will be refined with you during the kick-off meeting. Our team will lead an effective engagement program that will involve a variety of stakeholders throughout the planning process. We will use a variety of tools to make it easy for anyone to participate both in-person and online. The PlaceWorks team will work with the City to coordinate events and communication. The following subtasks provide detail about our proposed engagement plan.

2.1 – Project Branding and Style Guide. To create citywide project recognition, PlaceWorks will develop a project logo and other branding collateral, including graphic elements, color palette, and fonts that set the theme for the visioning process and the Specific Plan. The logo and style guide package may include a combination of symbols, text, colors, graphics, or photos. We will work with City staff and the State to identify iconic images that represent the Fairview area and future opportunities for the site.

Task 2.2 – Website. PlaceWorks will create and maintain a custom project website using the logo and style guide created in Task 2.1 providing a place for the community and stakeholders to learn and get involved with the Specific Plan project. Using SocialPinPoint, we will integrate interactive Web-based tools for people to provide ideas and input for the vision statement, site and land use alternatives, mobility options, and more. Our team will also draft eye-catching jpegs or GIFs to coincide with outreach events and project updates.

2.3 – Community Workshops and Pop-Ups. The PlaceWorks team of experienced planners are passionate about inclusive and equitable public engagement. Our engagement plan proposes four workshops during milestones for the project and will be conducted in-person and virtually within the same week (but on different days) to engage the community in a format that is comfortable for them. The same content will be shared using online tools to facilitate and collaborate with the community during our virtual events.

- **Workshop 1: Educate and Inform-** During this workshop, the team will provide information about the history of the site, existing conditions, and other City planning efforts, such as the Housing Element. We will also

gather community ideas and input to help shape the vision statement. A SocialPinPoint online activity called Visioner will be launched on the website and remain open for two weeks after the workshop allowing people to provide their ideas at a time convenient to them. We anticipate holding a facilitated Q&A session during this workshop to address community questions and concerns. From that discussion and additional City and State input, our team will draft a project Fact Sheet.

- **Optional Task:** Site tour- A unique guided community walking tour could be provided as a part of workshop one. PlaceWorks has a partnership with Huffy Tours (www.huffytours.com) and would work with Bill Hoffman to design an interesting and informative experience. A narrated, web-hosted drone tour could also be developed and posted to the website.
- **Workshop 2:** Market Overview and Vision- Share findings of the market study, draft vision statement, and guiding principles. The purpose of the workshop is to share details of the Market Study and lay the foundation for future use of the site. We will include interactive activities and polls to foster participation.
- **Workshop 3:** Land Use Alternatives- The purpose of this workshop is to gather input on the land use alternatives in Task 6. The PlaceWorks team will lead an interactive workshop walking the community through the various land use alternatives and site circulation ideas.
- **Workshop 4:** Community Review of the Plan- When the Public Review Draft Specific Plan (Task 8) is complete, the final workshop will give the community the opportunity to provide input on the draft plan. An open house format could be used to collect feedback and ideas on the various topics related to the plan. The purpose of this workshop is to reassure the community that their input has been heard and incorporated while continuing to solicit feedback and gain support.

In-person workshops are anticipated to be held on the Developmental Center property provided there is suitable space. Other options could include Los Lagos Golf Course banquet room, or another venue that the City can help to secure. Workshop summaries and digital versions of workshop materials will be posted to the project webpage. Spanish translation services have been included in the reimbursables budget.



SocialPinPoint is an online platform to capture community input. Tools such as Visioner and Hot Spot will create a unique online experience for the community to participate in the planning process.



Mentimeter is a creative workshop platform that will be used to spark conversation and document feedback, making it easy to improve transparency and further collaboration.

- **Pop-ups:** A fun and quick interaction with the public, pop-ups are a great way to reach people in the community. Rather than requesting the public to come to us, we go to them. A hosted booth could include flyers, a few boards, and other materials outside of an area grocery store or at a City-sponsored event. For this project, we propose pop-ups to precede a workshop, informing the community of the project and helping to promote an upcoming event. This task assumes that up to two staff from PlaceWorks will be available to organize and facilitate up to two pop-ups.

Our Outreach Process				
Educate, Inform, & Gather Input		Share Community Perspectives & Build Consensus		Empower Decision-Makers
Workshop 1	Workshop 2	Workshop 3	Workshop 4	Study Sessions
<ul style="list-style-type: none"> • Draft Vision and Guiding Principles • Existing Site Conditions & Planning Considerations • Other related plans 	<ul style="list-style-type: none"> • Confirm Vision and Guiding Principles • Market Overview 	<ul style="list-style-type: none"> • Land Use Alternatives • Circulation/ Mobility Options • Urban Design • Adaptive Reuse 	<ul style="list-style-type: none"> • Review and provide feedback on the Draft Specific Plan • Plan refinements 	<ul style="list-style-type: none"> • Confirm Vision and Guiding Principles • Market Overview
<ul style="list-style-type: none"> • Roundtables/Stakeholder Interviews 		<ul style="list-style-type: none"> • Online land use alternatives survey 	<ul style="list-style-type: none"> • Online Draft Plan Comments 	<ul style="list-style-type: none"> • Public Hearings Plan Adoption
Ongoing Outreach: Pop-up events, website including interactive online activities, social media posts and ads, and postcard mailers.				

CITY TO-DO: Post communication to social media through City-maintained accounts, coordinate in-person workshop locations, assist with logistics, and workshop attendance.

2.4 – Vision Statement and Guiding Principles. Informed by Workshop 1, stakeholder/developer round tables (Task 2.4), and ongoing online community engagement, the PlaceWorks team will draft a Vision Statement and set of Guiding Principles for reuse of the Fairview Developmental Center site. PlaceWorks will design a final product that will be graphically interesting with photos and other imagery so that readers can visualize future possibilities. Since the Vision and Guiding Principles are the foundation for the Specific Plan, it will be shared with the community during Workshop 2 for comment and is recommended to go to City decision makers for approval (Task 2.7) before commencement of Task 7.

2.5 – Round Table /Stakeholder Interviews. In coordination with the City, we will identify the list of stakeholders to interview, including Mesa Verde, College Park, the Costa Mesa Golf Course, the proposed Emergency Operations Center, area developers, and others (up to 12 interviews). The purpose of these

interviews is to give them one-on-one attention and to understand their unique perspective or concerns about future development, and to build a relationship so that they always have the most current and accurate information available throughout the process. We also propose interviews with local affordable housing developers (e.g., Century Housing, National Core) and service providers in the areas of workforce development, health care, and other potential social services (up to two roundtables). It is important to understand the trends in affordable housing and the “continuum of care” model as input for the Specific Plan.

2.6 – Outreach Materials, Survey and Social Media, Fact Sheets, Flyers. This task includes time for the PlaceWorks team to create materials to support the workshops with a project fact sheet (and updates), posters, surveys, and other presentation materials. Special attention will be given to reaching seniors, youth, and other hard-to-reach populations in the city. Reimbursable expenses include budget allocated to printing and mailing costs as well as purchasing ads.

2.7 – Planning Commission/City Council Study Sessions. During milestones such as confirming the Vision Statement and selection of a preferred plan, the PlaceWorks team recommends a study session with Planning Commission and/or City Council. We have budgeted for participation in up to two study sessions.

Deliverables: Community visioning and engagement strategy, Vision Statement and Guiding Principles, Branded Project Website, Documents and Materials to support outreach events, and participation in four virtual and four in-person workshops, two pop-up events, and two City decision-maker study sessions.

Task 3. Market Demand and Economic Feasibility Analysis

Intent: To provide a current and longer-term assessment of market conditions and development feasibility associated with a range of housing types and community-creating nonresidential uses. It is also intended to satisfy several objectives at key points in the planning process:

- Provide a baseline overview of existing market demand and the financial feasibility of new development to support community visioning and engagement (Task 2).
- Provide a detailed evaluation of market demand and potential to support planning of land use alternatives (Task 6) and the preparation of the land use plan and Specific Plan (Task 7).
- Provide an assessment of the financial feasibility of major development scenarios to support planning of land use alternatives (Task 6).
- Provide targeted financial feasibility analyses to test and evaluate development standards contemplated for the proposed Specific Plan (Task 7).

Approach (Market Analysis). PlaceWorks will prepare a basic analysis of market demand and refine the analysis as the plan progresses. The market analysis will estimate the current and future demand for residential development for market-rate housing, by type, tenure, and price point, and for affordable housing, by various demand subcategories, such as seniors, large family, veterans, and individuals with disabilities.

As a part of this task (and as part of community engagement, Task 2.3), we will interview three to six developers to get their perspective on the near-term market opportunities and challenges. The analysis will also estimate current and future demand for retail development (including shopping, dining, and entertainment). However, even with the potential for 2,300 new housing units, there may be only muted demand for new retail building space, given the quantity and strength of competitive retail in proximity to the

plan area. In addition to retail, the market analysis will estimate the demand for offices. The shift of much office work to work-from-home and hybrid formats has increased office vacancies and is expected to dampen demand for new office development for many years. Office demand most likely will be for medical offices.

The market analysis is not a simple plug-and-play exercise of combining household projections with spending data and vacancy rates rather, we propose a holistic approach that provides solutions to key issues:

- What are the broad range of uses that can be incorporated into the vision for the Specific Plan? (highlight the possibilities rather than limit what is considered).
- What are the types of uses that can feasibly reuse existing buildings?
- What is the support for market-rate uses that can help fund the cost of needed public improvements?
- What are the types of nonresidential uses that would complement the residential components of the Specific Plan (nonresidential uses that help build a community).

Approach (Financial Feasibility Analysis). Building on the market analysis and initial community engagement, the PlaceWorks team will collaborate with City staff to define eight development scenarios with a mix of reuse and new construction, market-rate and below-market-rate housing, and nonresidential uses.

We will conduct a financial feasibility analysis for each of the development scenarios to identify the product types and density/intensity of development that are financially feasible. The initial model is intended to inform community engagement (Task 2) with a broad assessment of what it may take for plan area development to be financially feasible. We will refine the analysis to support the preparation of land use alternatives (Task 6) and evaluate potential development standards and requirements in the draft Specific Plan (Task 7). The final analysis will also quantify the amount that market-rate development can afford to pay for infrastructure and public improvements through Community Facilities Districts (CFDs) and other funding and financing mechanisms.

For the financial feasibility analysis, PlaceWorks will use publicly available data sources as well as purchased proprietary data. To ensure the accuracy of the analysis and financing plan recommendations, we will obtain project-specific construction cost estimates from Developers Research. Fuscoe will provide cost estimates for reuse/improvement of existing infrastructure (where feasible) and new infrastructure, based on the most current Green Building Book Costs or other approved resource by City staff.

Finally, to ensure a thorough exploration of reuse potential, the Gensler team will lead the assessment of the adaptive reuse potential of the existing buildings to the extent needed. This will be a limited/strategic assessment, evaluating general structural integrity, assessing overall condition, and suitability to support a new use. It will also involve evaluating the spatial layout, adaptability to accommodate a change in use and modifications to the building character, and environmental considerations such as the retrofit of the building with modern systems to reduce energy consumption and improve indoor air quality. Gensler will also support the assessment of market demand for building reuse and impacts on financial viability of adaptive reuse.

The financial feasibility analysis is not an end unto itself, but rather, it is intended to answer the following questions in support of the preparation and implementation of the Specific Plan:

- What are the broad types of development that market rate and affordable developers are most likely and least likely to pursue based on financial feasibility?
- Which product types, sizes, and price points are feasible for consideration in the land use alternatives?
- For the land use alternatives, which buildings would be financially feasible to reuse and what would be the appropriate uses for those buildings?
- What parking, open space, height, density and intensity, and other development standards are financially feasible for the draft Specific Plan?
- What amount of funding can be feasible raised through CFDs, EIFDs, etc., to support infrastructure investments and public improvements?

Deliverables: *Baseline market demand overview and baseline financial feasibility assessment report to support community engagement; Market demand analysis and financial feasibility analysis to support planning for land use alternatives; Financial feasibility evaluation of Specific Plan development standards and requirements and estimate of funding for infrastructure and public improvements.*

Task 4. Comprehensive Conditions Report

Intent: Building from the studies already completed, PlaceWorks will create a working bibliography and provide graphic summaries of the information. The summaries will document existing environmental, built form, infrastructure, mobility, cultural, and historic conditions in the study area in ArcGIS. Using Story Maps, an ArcGIS program that allows the online presentation of geographic data, we will create an on-line tool that can access information. Story Maps will inform both the project design and specific plan and serve as the baseline for the environmental impact report (EIR).

Approach: We will start the Story Map in Task 4, then update it frequently as other tasks are completed, providing a transparent and dynamic resource for the staff and project team. At the City' discretion, all or part of the Story Map can be public-facing and accessible from any computer or phone. As a companion to the on-line Story Maps, PlaceWorks will prepare a paper summary report with the key findings of Task 4.

Fusco will research and evaluate existing documentation, utility maps, master plans of drainage, CIP budgets and prioritization, sewer and water, and any regional infrastructure studies within the specific plan area. Because the summary information will be part of Task 4, GIS data is preferred for utility layers. Fuscoe will work with City staff and Mesa Water District to ensure all relevant information is obtained.

Based on the master plans and regional studies provided, Fuscoe will prepare an infrastructure assessment and memorandum highlighting any major deficiency or capacity issues within the study area or any significant data gaps that require future analysis. The memo will incorporate wet and dry utilities and summarize plans for improvements, including funding status and anticipated schedule, as well as include points of connection into the City/District from public right of way.

To support the Specific Plan Fehr & Peers will review previous studies and evaluate the existing transportation conditions of the project site, including existing site vehicle miles traveled (VMT), intersection level of service (LOS), and active transportation. Fehr & Peers will prepare an Existing Conditions Report with the results.

Deliverables: *Interactive Story Map, Existing Conditions Summary Report*

Task 5. Water Supply Assessment

Intent: To prepare a Water Supply Assessment (WSA)/Water Supply Verification in accordance with California Water Code, as referenced in Senate Bills 610 and 221 of 2001.

Approach: In cooperation with the City and Mesa Water District, Fuscoe will prepare a WSA for the proposed land uses. Water use will be calculated based on District-provided generation factors (or Fuscoe Engineering Inc. to identify regional references for review and approval by the District) and evaluated against existing conditions. The projected increase will be compared to local and regional water supply projections as documented in the most recent 2020 Urban Water Management Plan (UWMP) prepared by Mesa Water District. The WSA will highlight the ability of the District to supply water to the proposed project in addition to other current and future water demands of the service area in normal, single-dry, and multiple-dry year scenarios for 20 years. The report will include coordination and review with City staff and the District. If the projected water demand exceeds the anticipated growth in the 2020 UWMP, Fuscoe will work with the District on a strategy and workaround.

Deliverable: *Water Supply Assessment Report*

Task 6. Land Use Concept Alternatives and Analysis

Intent: To bring best practices and BIG IDEAS to alternative land use, urban design, circulation, and infrastructure options for future development of the project area. Each alternative is intended to build on the vision and urban design strategies developed by the team, as well as draw from the economic feasibility assessment. The analysis of the alternatives will become the basis of a robust outreach phase where the community will have the information needed to make informed recommendations for the preferred plan.

Approach: In a collaborative process, PlaceWorks and Gensler, supported by Fehr & Peers and Fuscoe, will create a series of three alternative land use concepts that include an urban design strategy diagram, neighborhood crafting, a mix of housing types and support services, potential adaptive reuse of buildings, the street network along with pedestrian and bike facilities, parking strategy, open space and connected systems, public realm amenities, building form and key design elements, and supporting infrastructure. The development capacity of each will be documented, along with projected population and jobs. The alternatives will be depicted in both plan-view and 3-D massing, along with character sketches conveying overall look and feel, along with example photos and analogues. In addition, Gensler will provide 3-D visualizations for each concept, including one or two views (one eye level, one aerial) for each option.

The alternatives will be analyzed by our economist for development and market feasibility. Fehr & Peers will provide trip generation and preliminary VMT estimates, draft trip assignment and LOS assessment, and review of access options. Fehr & Peers will also evaluate the site and surrounding roadways to determine if any geometric conditions exist that are either non-standard or would not be adequate to accommodate the traffic anticipated to be generated by the project. This analysis will include a review of collision data for locations surrounding the site to identify any patterns that may be worsened by a large volume of traffic. In collaboration with the design team, Fehr & Peers will develop recommendations for multi-modal access and connectivity in the project area. They will conduct an in-person walking audit to evaluate opportunities and constraints to improve travel options for all modes and all users of all ages and all abilities, including

pedestrians, bicyclists, low-speed vehicle users (such as e-bikes), motorists, and public transportation users. A layered-networks approach will be used, whereby preferred modes would be identified for corridors based on the available right-of-way.

The infrastructure requirements of each alternative will also be analyzed in terms of feasibility, anticipated funding, and timing of improvements. The analysis will also include opinions on probable cost or order of magnitude cost, building on the initial cost estimating provided in Task 4. **Note:** Water and sewer evaluations do not include any hydraulic modeling or use of the Mesa Water District’s existing water and sewer hydraulic models. If the Mesa Water District requires updating their models for assessing impacts, FEI will provide updated input parameters (proposed demands) for use within the model(s).

It will also be important to document how each alternative satisfies the vision and addresses the issues raised by the community. This analysis will be used to document the comparison of the alternatives in a Story Map format for easy access and review by the public. The outreach described during this phase in Task 2 will focus on the trade-offs between the alternatives and to distill the aspects of a preferred plan. A survey will be made available during this task to coincide with community workshops and opportunities for online engagement.

Deliverables: *Land Use Concept Alternatives Report, large-format illustrative and concept sketches, with elevations and street sections as needed. Note: All outreach/workshop tasks are provided in Task 2.*

Task 7. Administrative Draft Specific Plan and Focused Studies

Intent: First, this task must finalize the Preferred Land Use Plan that will become the basis of the Specific Plan and EIR. Second, the Draft Specific Plan must provide reasonable flexibility for the future selected developer(s) while providing the “guard rails” to ensure the quality, form, and community benefits are achieved. Third, the Specific Plan must include a Financing and Implementation Plan that identifies the improvements needed, along with costs, financing strategies, and timing.

Approach: The Specific Plan will document the planning and outreach process and the background analyses as the foundation for the plan components. Images and diagrams will supplement the text and maps to convey the vision, plan objectives, and requirements. PlaceWorks will prepare an outline and unique document format for review and approval by City staff. The format will be visually rich with photos, graphics, and illustrative drawings that brings the text to life. The branding and style guide developed in Task 2 will be used to create a user-friendly format that is intended to be shared as an interactive PDF.

7.1 – Finalize Preferred Plan. Based on the analysis and community input, the PlaceWorks team will finalize the Preferred Land Use Plan, including the buildout summary, population and employment projections, unit count, and nonresidential square feet. This information will be used for the Project Description and technical modeling. We anticipate using one of the study sessions from Task 2.7 to keep City decision makers informed and engaged in the process. We will also prepare the primary project objectives for the purpose of evaluating project alternatives for the California Environmental Quality Act (CEQA).

7.2 – Draft Specific Plan. Based on the scope provided in Appendix A of the RFP and our best practices for specific plans, we recommended this document organization:

- **Table of Contents, Index, and Glossary.** These sections of the plan provide the user with information to assist with their review of the document, since it will be published as an interactive PDF with links provided throughout to quickly take a reader to applicable sections.
- **Chapter 1. Introduction.** Establishes the purpose and authority of the specific plan, the relationship to other policy and regulatory documents, including the Program EIR, and the plan's organization. This section also documents the planning process, including the market analysis, existing conditions, alternatives considered, and a summary of the community outreach and key findings.
- **Chapter 2. Vision and Guiding Principles.** Presents the community-based long-range vision for the specific plan area in terms of physical development, uses and activities, connectivity to neighborhoods and other destinations, and the intended mix of housing and supporting services and activities. Guiding principles are the basis for the Specific Plan - permitted uses, development standards, design standards, and plans for public realm improvements. This chapter will be written to appeal to both the community and prospective developers using input received in Task 2.
- **Chapter 3. The Plan.** Details the policies and objectives that will reinforce the vision, inform the development standards, and establish project objectives to be evaluated in the CEQA analysis. Describes the land use designations, land use map, and statistical buildout of the plan area. Also includes the plans for mobility, streetscape, water, sewer, storm drainage, and dry utilities needed to support the preferred plan. The infrastructure component will also include policies for sustainable design, undergrounding, and other objectives identified by City staff and team. The Open Space and Resource Plan will describe the existing and proposed public/private plazas, parks, multipurpose areas, and open space in the Specific Plan area. The requirements for publicly accessible open space amenities will be included in the development standards (Chapter 4). This chapter will also incorporate renderings and illustrations to support how the ideas could be implemented.
- **Chapter 4. Development and Design Standards.** This chapter will establish the permitted uses and development standards for residential and nonresidential uses based on the finalized land use designations and buildout potential. Our approach is to allow enough flexibility to accommodate a range of potential development proposals while ensuring that the neighborhood framework and key design elements of both new buildings and renovated existing buildings are addressed.
- Special attention will be paid to the unique attributes of affordable housing types, along with the integration of support services. Adaptive re-use standards will also be prepared based on the potential for re-use of existing buildings. Objective design standards will also be included covering site design, landscape design, building articulation/massing, groundfloor treatment, and architectural style. Fehr & Peers will prepare a parking demand study for the project to recommend appropriate parking ratios. They will collect parking counts at up to five similar facilities to develop appropriate parking rates for the project product types and will apply the parking rates to the project land uses and develop the parking demand forecasts.
- **Chapter 5. Design Guidelines.** This chapter will provide additional design direction in terms of site design, architectural design, and landscape design. The guidelines will focus on the public realm in terms of overall desired building quality, facades, entries, lighting, service areas, and sustainability measures. It will include building massing and placement guidelines, as well as signage and wayfinding guidelines. This section will also provide direction for the future landscape design of streets and open spaces. The design guidelines will include images or vignette graphics that reflect the character and qualities intended.

- **Chapter 6. Administration and Implementation.** This chapter documents how the plan will be administered by City staff and the application process for development or renovations. Opportunities to streamline this process will be explored with staff. The process for interpretations, amendments, or minor modifications will be described. This chapter will also include an implementation section that includes the economic development strategies and infrastructure financing strategies identified in prior tasks. Further detail will be provided in the accompanying appendix, as described below.
- **Appendix: Financing and Implementation Plan.** This appendix to the Specific Plan will include details on the existing and planned public facilities and services within the FDCSP area. The section will compile the improvements identified by Fehr and Peers, Fuscoe, and E4 needed to support the level of development proposed in the plan. Developers Research will assist with providing cost estimates. We will also identify implementation strategies for phasing and financing for each improvement and the Specific Plan as a whole. An implementation action chart will summarize the item, phase, cost and possible financing, timeframe, and responsible party/agency.

***Deliverables:** Digital Interactive Administrative Draft Specific Plan and linked Technical Reports.*

Task 8. Public Review Draft Specific Plan

Intent: To revise the Administrative Draft Specific Plan based on client direction and then release the document as the Public Review Draft.

Approach: City comments will be consolidated for our team to address. A second round with minor edits will be included, if needed. The Public Review Draft will be prepared for hearings and distribution.

***Deliverables:** Public Review Draft Specific Plan (digital). Note: All outreach/workshop tasks are provided in Task 2.*

Task 9. Environmental Review Scoping

9.1 – Notice of Preparation for a Programmatic EIR. PlaceWorks will draft the Notice of Preparation (NOP) to identify the public review period, contact person, scoping meeting date, and note how to comment on the project. As this EIR will be comprehensive, we will dispense with an initial study but will summarize the environmental topics like previous City NOPs. PlaceWorks will plan and attend a scoping meeting for the project at a venue provided by the City.

9.2 – Annotated EIR Outline and Technical Studies. PlaceWorks will prepare an annotated outline of the EIR, including references to Task 4, existing general plan policies, City CEQA Thresholds, and the regulatory environment affecting the site. We will review the outline and methodology with the City and finalize the contents prior to starting on the Admin Draft EIR.

***Deliverables:** NOP, Scoping Meeting Facilitation and Materials, Summary Report of Scoping Comments, Annotated Program EIR Outline*

Task 10. Program EIR – Administrative Draft and Technical Studies

10.1 – Administrative Draft EIR. While the technical studies are completed, PlaceWorks will prepare the Administrative Draft EIR (ADEIR) following the annotated outline accepted by the City, and the information collected in Task 4. If there is insufficient project detail to complete the analysis, the EIR will explain the program to be followed for entitlement. The ADEIR will be provided in Word format for electronic review and comment. As the project progresses PlaceWorks will prepare the administrative record so that it can be provided to the City following certification of the EIR.

10.2 – Technical Studies. In conjunction with the previous studies collected as part of Task 4, the EIR will rely on the following project-specific technical studies.

10.2.1 Air Quality/Greenhouse Gases/Energy (PlaceWorks). PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis evaluating potential criteria air pollutant, toxic air contaminant, energy, and GHG emissions impacts associated with the project. Impacts will be programmatic, based on the level of detail identified in the Specific Plan and modeled based on the current methodology of the South Coast Air Quality Management District (South Coast AQMD) for projects in the South Coast Air Basin (SoCAB). Modeling of criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). PlaceWorks will model up to one near-term construction phase to estimate “peak day” construction emissions. Localized air pollution impacts and health risk will be discussed qualitatively because of the programmatic nature of the project. PlaceWorks will provide an estimate of the increase in long-term emissions from operation of the project compared to South Coast AQMD’s significance threshold. The results of the analysis will be summarized in the EIR, and modeling results will be included as an appendix. If necessary, mitigation measures will be identified, as needed, to reduce any potentially significant regional and/or localized air quality impacts.

10.2.2 Biological Resources (ECORP). Using information from the existing conditions report, ECORP will author programmatic policies and procedures that address biological resources within the Specific Plan area for use in the EIR. The procedures will outline a process for future projects to address known biological resource constraints. The process will identify approaches to project implementation, as well as guidelines for avoiding or preserving biological resources. The procedures and measures will inform the relevant biological resource sections of the Specific Plan EIR.

10.2.3 Cultural Resources (ECORP). Using information from the existing conditions report, ECORP will author programmatic policies and procedures that address archaeological and historical resources within the Specific Plan area for use in the Specific Plan EIR. The procedures will outline a process for future projects to address known historical and archaeological resource constraints. The process will identify approaches to project implementation and historical resource reuse, if appropriate, as well as guidelines for avoiding or preserving historical resources. The procedures and measures will inform the relevant cultural resource sections of the Specific Plan EIR.

10.2.4 Construction Health Risk Assessment (PlaceWorks). PlaceWorks will prepare a quantitative construction Health Risk Assessment (HRA) to assess the health risk impacts experienced by nearby sensitive receptors resulting from construction of the project. Due to the proximity of the proposed development to existing sensitive receptors, combined with the expected duration and intensity of construction activities. The

construction HRA will include air-dispersion modeling results, cancer risk calculations, and a discussion of the health factors considered in the HRA. The results of the construction HRA will be compared to the South Coast AQMD health risk impact criteria for cancer and non-cancer health risks.

10.2.5 Noise (ECORP). ECORP will prepare a Noise and Vibration Impact Assessment Report that will provide a programmatic impact analysis identifying potential noise-related impacts from implementation of the proposed Specific Plan. Additionally, the report will discuss the relevant standards and criteria for noise exposure and the discussion of potential impacts will be based on federal, State, and local ordinances, policies, and standards. Project vehicular traffic noise will be assessed using a version of the US Federal Highway Administration (FHWA) Traffic Noise Model. These calculations will rely on traffic forecasts provided by Fehr & Peers as part of their work on the project. The analysis of transportation noise will identify locations within the Specific Plan area that would be exposed to significant noise increases. ECORP will create a Noise Contour Map to reflect the Specific Plan Buildout traffic noise volumes.

10.2.6 Traffic (Fehr & Peers). Fehr & Peers will prepare a VMT analysis for preferred alternative for environmental review of the project addressing the four CEQA checklist questions. The analysis will use the Orange County Transportation Analysis Model (OCTAM) to prepare VMT estimates for the study scenarios and provide comparisons of total VMT and VMT per capita to evaluate potential significant impacts related to VMT, consistent with City of Costa Mesa Transportation Impact Analysis (TIA) Guidelines (October 2020), which Fehr & Peers assisted the City in developing. Any recommended mitigation measure(s) will be based on the Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021) to quantify VMT reduction potential associated with proposed transportation demand management (TDM) measures. The report will be included in the EIR and a draft will be submitted to the City for review with up to two rounds of revision anticipated.

10.2.7 Utilities and Technical Infrastructure Study (FUSCOE). Fuscoe Engineering will, in coordination with City staff, Costa Mesa Water District, Orange County Flood Control, and other utilities, evaluate potential impacts on each of the wet and dry infrastructure systems. The evaluation will identify the necessary utility systems to support the proposed land uses and propose a conceptual utility layout based on preferred land plan. The evaluation of water and sewer does not include any hydraulic modeling or use of the Laguna Beach County Water District's existing water and sewer hydraulic models. The technical report, along with the WSA, will be included in the EIR as a technical appendix.

Deliverables: *Administrative Draft of Program EIR (digital format), Mitigation Monitoring and Reporting Program (digital format), Technical Appendices to Program EIR*

Task 11. Draft Program EIR – Public Review Draft

PlaceWorks will finalize the ADEIR document and send a PDF of the Draft EIR and all supporting documentation to the City for fatal-flaw review. We will make the requisite edits and prepare the Draft EIR for public review; we will provide an executive summary of environmental impacts on the Story Map platform and work with the City to distribute the document. We will also draft the mitigation monitoring and reporting program (MMRP); however, it will remain draft until the Final EIR is prepared as it is common for mitigation measures to change during the public review process. PlaceWorks will draft notices and the City will publish

notices on their website. All comments on the Draft EIR will be sent first to the City and then to PlaceWorks to be reviewed and bracketed. The Final EIR will include a summary of the review process and copies of all bracketed comment letters along with responses to comments.

Deliverables: Draft Program EIR (digital format + five printed copies), list of comment letters and commenting entities (digital format), bracketed comment letters on Draft EIR (digital format)

Task 12. Response to Comments and Administrative Final Program EIR

The response to comments will include a reasoned response to all comments. If an unexpectedly large volume of comments is received, or if certain comments result in the need for new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the City before the budget is consumed to determine an appropriate course of action. PlaceWorks will finalize the draft Mitigation Monitoring and Reporting Program (MMRP), including any revisions of the mitigation measures from the Final EIR. The final MMRP will identify the significant impacts that would result from the proposed project, mitigation measures for each significant impact, the timing the measures will need to be completed, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. PlaceWorks will draft the Notice of Determination (NOD) for the City to review before the City pays the requisite fees and files the forms with the County Clerk. PlaceWorks will also prepare the Notice of Completion (NOC) for filing with the State Clearinghouse.

Deliverables: Administrative Final Program EIR (digital format), Final Program EIR (digital format), Findings of Fact, Final Mitigation Monitoring and Reporting Program (digital format)

12.1.1 – Certification Documents. PlaceWorks will finalize the draft MMRP, including any revisions in the Final EIR of the mitigation measures identified in the Draft EIR. The final MMRP will identify the significant impacts that would result from the proposed project, mitigation measures for each significant impact, the timing at which the measures will need to be completed, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. If requested, PlaceWorks can draft the findings of fact to consider and certify the EIR. It is likely that the project will have at least one impact that will be significant and unavoidable for which a statement of overriding considerations will be needed. PlaceWorks can work with the City to develop the statement for inclusion into the resolution certifying the EIR. PlaceWorks will draft the NOD for the City's review before the City files the forms with the County Clerk. PlaceWorks will also prepare the NOC for filing with the State Clearinghouse.

Task 13. Public Hearings and Final Specific Plan and Program EIR

Intent: Present Specific Plan and Program EIR to City decision makers for adoption.

Approach: To ensure successful completion of the project, the PlaceWorks team will attend up to two public hearings, one with the Planning Commission and the other with City Council for adoption of the FDCSP and Program EIR. Our time also includes preparation of the presentation materials. Additionally, we will assist with General Plan and Zoning Code changes that may be required for consistency. Once the Planning Commission

and City Council have recommended and approved the Specific Plan and EIR, the PlaceWorks team will finalize the documents and mitigation program and provide final versions to City staff.

***Deliverables:** Public hearing attendance, presentation, and materials, up to two hearings, Final Specific Plan (digital), Final Program EIR, and MMRP (digital)*

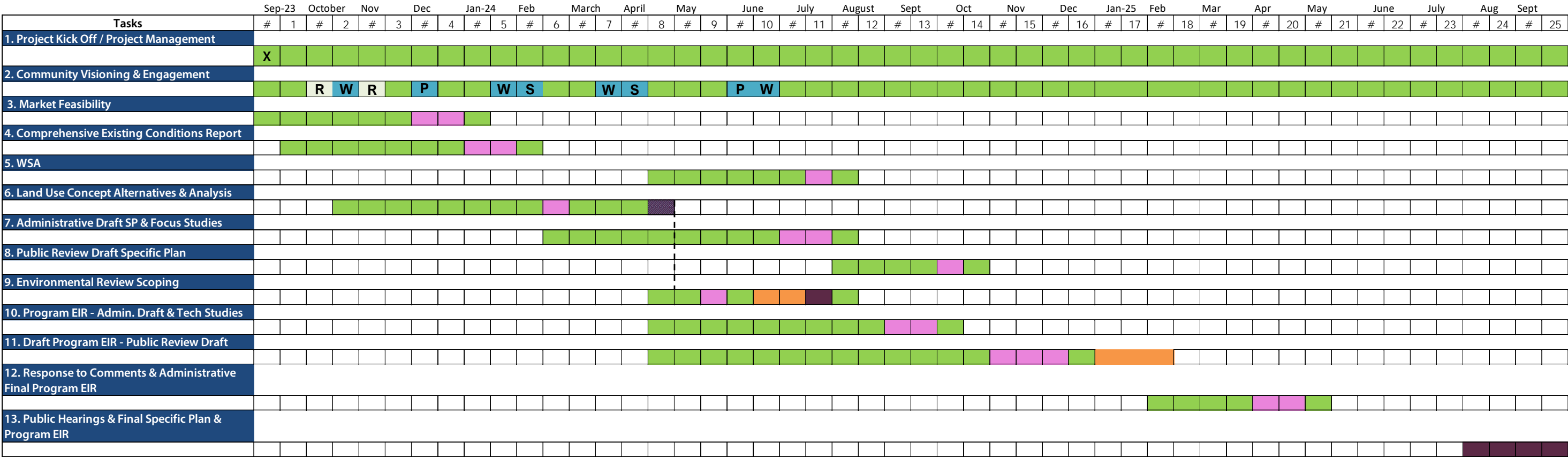
Schedule, Management Approach, and Quality Control

A two-year schedule for completion of the Fairview Development Center Specific Plan is shown in Graphic Exhibit #1. We understand the importance of your deadline based on your agreements with the state. This deadline is achievable based on our experience in running similar projects. Timely review of draft products by the city is also critical to meeting the schedule.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing large, complex projects, we have developed effective strategies for ensuring that our work products are of the utmost quality, are completed within the agreed upon time frame, and are aligned with the established budget as described below:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We conduct weekly team meetings to coordinate on project workload, budget, and expectations. Any potential issues are raised in advance.
- We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.
- All PlaceWorks deliverables are proofed by both technical and grammatical readers, as well as formatted by in-house word processors. All deliverables are reviewed by the Project Manager and Principal-in-Charge.

Graphic Exhibit #1: Project Schedule

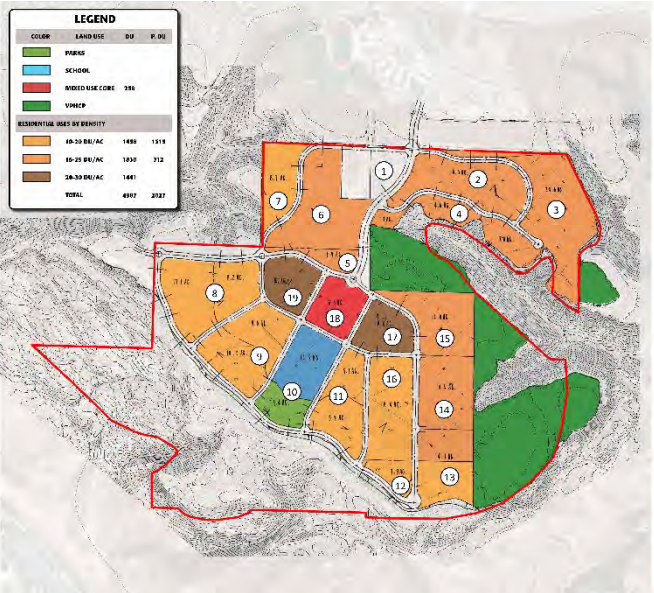


- PlaceWorks Preparation of Project Task
- City Review of Deliverables
- Project Kick-Off Meeting
- Roundtables/Stakeholder Interviews
- Workshops
- Pop-up
- Study Session
- Preferred Plan
- Public Review Periods
- Public Hearings



Above: Downtown San Bernardino Specific Plan – Charette; Right: Outreach Event in Garden Grove

Right: Southwest Village Specific Plan Conceptual Alternative



3. QUALIFICATIONS & EXPERIENCE

PlaceWorks has assembled a highly qualified team to complete the Fairview Development Center Specific Plan and EIR. This chapter describes the qualifications and relevant experience of the firms on the PlaceWorks team.

PlaceWorks

PlaceWorks is one of the West’s preeminent planning and design firms, with approximately 130 employees in six offices.

For 45 years, PlaceWorks has served both public- and private-sector clients throughout the state in the fields of comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

For the Fairview Development Center Specific Plan and EIR, PlaceWorks will serve as the prime consultant and oversee all aspects of the project and ensure its successful and timely completion.

Company Information
Ownership: S-Corporation
Date / Location of Incorporation
California, 1975
Corporate / Local Office
3 MacArthur Place, Suite 1100 Santa Ana, CA 92707 Date opened: 2011
Officers
Keith McCann Brian Judd Randy Jackson Karen Gulley Joanna Jansen Mark Teague

Qualifications

Our Hallmark – Specific Plans that Result in Change. PlaceWorks is at the forefront of the specific planning practice and has completed more than 300 specific plans for small, medium, and large cities throughout California, including plans for new mixed-use communities and neighborhoods, transit station area plans, downtowns, areas undergoing significant transformation and reuse, and along underperforming commercial corridors. We focus on laying the groundwork for slow, steady change in the urban fabric and on integrating public realm improvements that foster quality places and encourage alternative travel modes.

Mastering Planning, Urban Design, and Placemaking. PlaceWorks is at the forefront of both greenfield neighborhood planning and design and urban planning in our built-out communities, with many projects in the ground today. Together our designers bring their expertise to craft plans that allow for adaptive reuse, integrate transit and streetscape networks, carefully consider building design and placement, respect nature, and provide activated/curated open spaces.

Environmental Review. We have four decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled a wide range of project sizes and types, and our reputation is built on our consistent production of effective and defensible environmental documents.

Economic, Market, and Fiscal Analysis. PlaceWorks grounds its economic development work in a thorough analysis and understanding of the economic and market forces underlying each project that we undertake. We aim to identify the possibilities rather than focus on the limits and constraints, thus opening the door to want-ifs and tradeoffs. With this approach, our planning builds on our economic with to be implementation-oriented, aspirational with a solid footing in reality.

Award-Winning Public Engagement. The PlaceWorks team is invested not only in producing plans that are adoptable and implementable, but in developing an open, engaging, and interactive process that truly incorporates feedback from the public. PlaceWorks' work is founded on the principle that the success of a project lies with the ownership and involvement of community members. We integrate technical expertise with a community-based approach, developing a thorough understanding of the issues and challenges that are relevant to each community.

Our Team

Firm Name Role on Project	Company Address	Contact Person
FUSCOE ENGINEERING <i>Infrastructure Analysis</i>	16795 Von Karman Avenue Suite 100 Irvine, CA 92606	Ian Adam, VP Specialty Services 949.474.1960 iadam@fuscoe.com
FEHR & PEERS TRANSPORTATION CONSULTANTS <i>Transportation Planning and Traffic Engineering</i>	101 Pacifica Suite 300 Irvine, CA 92618	Jason D. Pack, TE, Principal 949.308.6312 j.pack@fehrandpeers.com
GENSLER <i>Architecture and Design</i>	500 S Figueroa Street Los Angeles, CA 90071	Nate Cherry, FAIA, AICP, LEED AP BD+ C, Senior Associate 213.633.6084 nate_cherry@gensler.com
DEVELOPERS RESEARCH <i>Land Development</i>	2151 Michelson Drive Suite 270 Irvine, CA 92612	Peter Wales, Vice President, Development Cost Estimating 949.861.3300 pw@dev-res.com
ECORP CONSULTING <i>Biological/Cultural Resources</i>	2525 Warren Dr Rocklin, CA 95677	Jeremy Adams, Cultural Resources Manager/Senior Architectural Historian 916.782.9100 jadams@ecorpconsulting.com

Representative Projects

Tustin Legacy Specific Plan and EIR (Tustin, CA). Former Marine Corps Air Station (MCAS) Tustin, an area now known as Tustin Legacy, is one of the largest infill development opportunity sites in Orange County. PlaceWorks (formerly The Planning Center) completed the original MCAS Tustin Specific Plan in 1999 and an amendment in 2013. PlaceWorks also completed the supplemental environmental impact report (SEIR) for the specific plan amendment.

Client Contact: Justina Willkom,
Planning Director, Community
Development | 714.573.3115

Dates of Work: 6/13 – 7/17

Project Cost: \$280,000

The amended Specific Plan provides quality development standards and guidelines that protect investment yet are flexible for changing market conditions. Updates to the plan focused on new zoning for key planning areas of the remaining 870 acres of vacant/underutilized land (630 acres were built out under the 1999 Plan). New design guidelines were included to provide guidance for the layout of blocks, site design, architectural character, outdoor spaces, landscaping, and views each of which address the relationship to development that has occurred since adoption of the original Plan.



Both the 1999 Plan and amendment required multi-jurisdictional collaboration, similar to what the team expects for the Fairview Developmental Center Specific Plan. Coordination included the U.S. Navy, City of Irvine (95 acres of the project), County of Orange (85-acre future regional park), utility providers, school district, as well as other education and social service providers and the community at large. The effort also required immense coordination with several developers including selection of Lennar as the initial Master Developer through a bidding process. During the amendment process PlaceWorks assisted the City in collaborating with the development team for FLIGHT at Tustin Legacy, ensuring the new designations would support the City's vision while allowing for the creative mixed-use campus that Lincoln Property Company envisioned. Tustin Legacy was also one of the first examples of integrated for-sale affordable housing in Orange County that was mixed throughout Lennar's project. PlaceWorks prepared a standalone Affordable Housing Plan that provided the direction for the distribution of affordable units.

Coordination and collaboration were challenging and required City leadership as well as a capable project manager. The PlaceWorks project team alongside the City of Costa Mesa will need to set expectations, adhere to a tight schedule, and hold partner agencies accountable for various degrees of involvement in the planning process just as they did for Tustin. One lesson learned from Tustin Legacy is that flexibility is key for withstanding market fluctuations. The 1999 Plan included a trip budget that allowed for conversion of residential and non-residential uses allowing for slight modifications to planning areas as long as the trips associated with the uses were maintained, while that carried the City for years eventually an amendment was needed to address design, public realm, and other site planning aspects to connect initial development to the remaining sites while preserving-and finally-implementing park and other public amenities.

Southwest Village Specific Plan (San Diego, CA)

PlaceWorks prepared the Southwest Village Specific Plan to create a mixed use near a future transit stop in the southernmost portion of San Diego. This project represents one of nearly 100 master-planned communities that our team has completed, involving visioning, land planning and urban design, landscape architecture, grading, detailed site planning, and the preparation of a Specific Plan. Southwest Village sits within an open space envelope and is programmed as a stand-alone community with a full mix of residential and neighborhood commercial uses. It is designed to be walkable and connected to the larger Otay Mesa community by pedestrian trails, bus service and light-rail. The design framework includes a mixed-use village core that includes affordable housing, with lower densities along the edges that take advantage of off-site views. The Specific Plan allows up to 5,277 attached and detached homes, anchored by 175,000 sf of commercial retail uses and public facilities. The plan includes more than 40 acres of parks and trails. It is currently under development.

Client Contact: Jimmy Ayala,
Division President, TriPointe Homes
| 858.794.2579

Dates of Work: 5/17 – 6/20

Project Cost: \$900,000



San Bernardino Downtown Specific Plan (San Bernardino, CA)

The Downtown Specific Plan imagines and describes the steps to revitalize one of Southern California's larger downtowns. Covering 600 acres in the heart of San Bernardino, the plan will promote high-quality jobs, arts and culture venues, unique shops and businesses, pedestrian-friendly streets and paseos, historic preservation, and a range of housing opportunities.

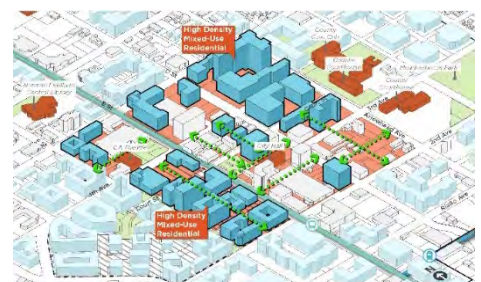
The center of the plan is the reconstruction of the dormant and city-owned Carousel Mall site into a vibrant, mixed-use anchor. PlaceWorks collaborates in regular workings sessions with the master developer of the mall site to create development standards that will apply equally to the mall and the rest of the downtown. In addition to these meetings, PlaceWorks set up an intensive program of in-person and online workshops, advisory committee meetings, pop-up events, and other forms of public outreach to inform plan creation. The interaction with the mall developer is an example of many where we interfaced between the development community and the jurisdictions to create a plan that is both visionary and feasible.

The Downtown Specific Plan will include a new zoning code for the downtown, with streetscape standards, allowable land uses, a form-based code, and a process for expedited project review. Development and design standards were tested for feasibility and provide an appropriate range of flexibility for development to occur over the next twenty years.

Client Contact: David Murray,
Principal Planner (now with the City
of Riverside) | 951.826.5773

Dates of Work: 9/20 – In Progress

Project Cost: \$500,000



Additional Project Examples (PlaceWorks + Subconsultants)

We've selected the following additional qualifications to showcase the broader range of relevant experience that our team members have and to include additional projects that have been or are being implemented

Project	Client Contact & Details	Description
PlaceWorks		
BEACH BOULEVARD CORRIDOR SPECIFIC PLAN AND EIR <i>City of Anaheim</i>	Sergio M. Ramirez, Director of Economic Development 714.765.4627 8/15 – 11/18; \$740,000	PlaceWorks led a focused, comprehensive effort to guide future development along a 1.5-mile stretch of Beach Boulevard between the cities of Buena Park and Stanton. The Beach Boulevard Specific Plan's modern development standards, economic and sustainable community development incentives, and capital improvements holistically address the future of Beach Boulevard and the heart of West Anaheim.
TEMECULA OBJECTIVE DESIGN STANDARDS <i>City of Temecula</i>	Matt Peters, Senior Planner 951.694.6408 8/20 – 1/22; \$60,000	These standards provide a clear set of requirements for new multifamily and mixed-use residential development in the City of Temecula and ensure that development maintains the area's unique character and the city's quality of design.
TENANT DISPLACEMENT SOLUTIONS <i>City of Long Beach</i>	Christopher Koontz, Planning Bureau Manager 562.570.6288 7/21 – 12/21; \$31,000	PlaceWorks planned, organized, and hosted a series of hybrid online/in-person meetings for the Housing and Neighborhood Services Bureau of the City of Long Beach to evaluate the "substantial remodel" section of the "Just Cause for Termination" ordinance in the municipal code.
SOUTHEAST LONG BEACH SPECIFIC PLAN AND EIR <i>City of Long Beach</i>	Christopher Koontz, Planning Bureau Manager 562.570.6288 10/13 – 9/17; \$1,618,000	The specific plan provides direction on urban and wetland interface, design guidelines, and new solutions for circulation issues. It was especially complex given the area's diverse mix of land uses. The project launched an extensive outreach effort that included forming a 22-member community advisory committee, on online community forum, and several public workshops at critical milestones.
CENTURY VILLAGES AT CABRILLO <i>Century Housing Corporation</i>	Brian D'Andrea, Senior Vice President 310.642.2059	PlaceWorks was retained by Century Housing Corporation to revisit an existing master plan and provide recommendations to maximize the development potential and functional

Project	Client Contact & Details	Description
	11/08 -9/09; \$73,000	capabilities of the underutilized areas in the village—essentially establishing a new vision for the next 10 years of development within the project area.
WESTMINSTER MALL SPECIFIC PLAN, EIR, AND IMPLEMENTATION STAFFING SUPPORT <i>City of Westminster</i>	Adolfo Ozaeta, Assistant City Manager 714.548.3178 3/18 – 12/22; \$733,000	The Specific Plan was an unparalleled opportunity to create a sense of place and elevate the city’s image and economic presence in the region. PlaceWorks helped the city facilitate conversations between seven property owners and long-term leaseholders to create a single master plan for the 100-acre site. Ultimately, the mall’s redevelopment is expected to result in a \$2 to \$3 billion investment in the community.
BREA MERCURY LANE RESIDENTIAL PROJECT EIR <i>City of Brea</i>	Jennifer Lilley, Community and Economic Development Director, City of Riverside (former City Planner, City of Brea) 951.826.5915 3/18 – 5/20; \$163,000	PlaceWorks assisted the City of Brea with environmental processing for the Mercury Lane Residential Project. The project would develop a 5-story, 68-foot-tall, 141,137-square-foot podium structure that would house 114 workforce housing units. PlaceWorks prepared an EIR and associated technical studies, including hazards (Phase I ESA), air quality/greenhouse gas emissions, and noise and vibration.
PARKWAY DRIVE MASTER PLAN <i>Fresno Housing Authority</i>	Dave Brenner, Real Estate Development 559.513.5797 5/22 – In Progress; 8,000	PlaceWorks’ is preparing an actionable plan that provides a design for future development of existing motel properties into permanent multifamily housing as well as neighborhood services.
CHAPMAN CORRIDOR REVITALIZATION PLAN <i>City of Placentia</i>	Joseph Lambert, Director of Development Services 714.993.8234 12/22 – In Progress; \$281,000	PlaceWorks will tailor development standards and design guidelines for Chapman Avenue and the immediate neighborhood. By implementing new mixed-use General Plan land use designations, the corridor will allow for an integrated land use pattern that encourages multimodal travel, walkability, mixed-use development, mid-density residential, public/private open space opportunities, and high-quality urban design that incentives redevelopment.

Project	Client Contact & Details	Description
DOWNTOWN SHORELINE VISION AND PLAN UPDATE <i>City of Long Beach</i>	Christopher Koontz, Director of Development Services 562.570.6288 10/22 – In Progress; \$2,306,000	PlaceWorks was recently selected by the City to manage the public visioning project and ultimately update and environmentally clear a new specific plan to replace the current Downtown Shoreline Planned Development District.
Fusco Engineering		
SANTA ANA GENERAL PLAN UPDATE AND EIR <i>City of Santa Ana (with PlaceWorks)</i>	Ali Pezeshkpour, Planning Manager 714.647.5882 9/19-11/22; \$76,000	The GPU included five focus areas where significant redevelopment would occur across several corridors. Fuscoe led the sewer and water evaluations and provided technical recommendations for how to account for the demands in the City's Urban Water Management Plan (UWMP).
SOUTHEAST AREA SPECIFIC PLAN (SEASP) AND EIR <i>City of Long Beach (with PlaceWorks)</i>	Christopher Koontz, Director of Development Services 562.570.6555 6/14-11/21; \$85,000	Fusco provided infrastructure and sea level rise support for the Southeast Area Specific Plan and EIR including drainage, water, sewer, dry utilities, and sea level rise evaluations.
CITY OF ONTARIO GENERAL PLAN UPDATE AND EIR <i>City of Ontario (with PlaceWorks)</i>	Rudy Zeledon, Planning Department 562.570.6555 5/20-8/22; \$65,000	Fusco provided infrastructure support including evaluating utility systems for affordable housing overlays and coordinating with the water department on regional sewer upgrades to support the changing land uses.
Fehr & Peers		
SOUTH EAST AREA SPECIFIC PLAN <i>City of Long Beach (with PlaceWorks)</i>	Christopher Koontz, Director of Development Services 562.570.6288 8/13-8/17; \$175,000	Fehr & Peers worked to connect people in the SEASP area to nearby activity centers. Fehr & Peers work included application of their MXD+ and TDM+ tools, which assist in quantifying the total number of trips (including internalization of trips) associated with mixed-use development and reductions associated with Transportation Demand Management (TDM) programs.
BEACH BOULEVARD SPECIFIC PLAN <i>City of Anaheim (with PlaceWorks)</i>	Gustavo Gonzalez (formally with City of Anaheim), Planning Manager 951.703.4499	Fehr & Peers advised the plan on multimodal transportation opportunities and constraints on the Beach Blvd Corridor, facing difficulties with high traffic volumes and Caltrans. Fehr & Peers

Project	Client Contact & Details	Description
	8/15-11/18; \$90,000	also worked with the project team to identify potential policies and infrastructure to support the plan.
ETIWANDA HEIGHTS NEIGHBORHOOD AND CONSERVATION PLAN <i>City of Rancho Cucamonga</i>	Jason Welday, City Traffic Engineer 909-477-2740 ext 4011 jason.welday@cityofrc.us 6/15-4/19; \$200,000	Fehr & Peers investigated the capacity of regional freeway interchanges and arterials, and existing patterns of vehicular and active transportation modes within the neighborhoods surrounding the Project Area. Fehr & Peers was responsible for preparing a traffic impact study in support of an Environmental Impact Report prepared for the Project.
Gensler		
TAZA NEW COMMUNITY <i>Calgary, CN</i>	Bryce Starlight , Vice President, 403.829.9112 6/22-12/22; \$500,000	Gensler led a team in the creation of a development plan and strategy for the Taza Development in Calgary, CN. Built on first nation land, the project intends to improve the ecology of the area while becoming a hub for innovation and growth. The plan was approved in early 2023.
CONFIDENTIAL AEROSPACE CONTRACTOR <i>Southern California</i>	Douglas Peters , Project Manager 213.243.8794 6/22-12/22; \$500,000	Gensler led a team in the development of a project rebranding, urban design, and strategic growth vision for two campuses in southern California, as a way to improve employee retention, improve resilience, and attract new talent. The plan was approved and is moving toward implementation in the next 5 years
SUNRISE TOMORROW <i>City of Citrus Heights</i>	Casey Kempinaar , Community Development Director 916.727.4740 8/15-11/18; \$1,000,000	Gensler led a team in the development of a specific plan to reimagine the heart of Citrus Heights and transform the Sunrise Mall property in ta premiere regional destination and flourishing center of community life.
Developers Research		
SILVERWOOD <i>DMB</i>	John Ohanian, General Manager 714. 785.2381 12/16 – 4/23; \$80,000	Developers Research worked with the Silverwood development team to prepare cost estimates at every stage of planning and design. We analyzed local and regional infrastructure needs to maintain up-to-date estimates aiding in planning decisions.

Project	Client Contact & Details	Description
SYCAMORE CREEK <i>Foremost Communities</i>	Steve Cameron, President 949.748.6714 2/02-4/22; \$300,000	DR provided several iterations of cost estimates, grading, and impact fee analyses for the buyer of the property through all stages of planning and design. After a successful purchase of the property DR has continued to collaborate with the owners throughout the development process as plans are updated from tract map to improvement plans and the ongoing site development.
NEEDHAM RANCH <i>Trammel Crow</i>	John Balestra , Senior Vice President 310. 489.1986 9/17-4/23; \$500,000	Developers Research worked closely with the Trammel Crow development team from the acquisition through the build out of 176 acres of land for the development of The Center at Needham Ranch, a state-of-the-art business park in the City of Santa Clarita, CA.
ECORP		
ON-CALL ENVIRONMENTAL SERVICES <i>City of Costa Mesa</i>	Jennifer Le, Assistant Director of Development Services 714.754.5617 2/17-2/22; \$120,575	ECORP is currently providing on-call environmental support services to the City for land use development and entitlement projects. Tasks include the preparation of CEQA documents and review of applications for completeness, among other items.
GANAHL LUMBER RELOCATION PROJECT IS/MND AND ENTITLEMENT SUPPORT <i>Ganahl Lumber Company</i>	Patrick Ganahl 714.772.5444 5/15-12/14; \$31,008	ECORP assisted Onyx Architects and Ganahl Lumber with refining the project description, entitlement support, reviewing and preparing environmental reports to accompany the Conditional Use Permit (CUP), preparing the CEQA IS/MND, biological and cultural resources studies, and assisting with the environmental portions of the CUP process after the application was submitted.
BRISTOL STREET MEDIAN IMPROVEMENT PROJECT <i>AndersonPenna Partners, Inc.</i>	Pritam Deshmukh, Project Manager/Associate Engineer 714.754.5183 10/14-3/15; \$10,200	ECORP prepared environmental documentation for the installation of raised medians and landscaping on Bristol Street between Baker Street and the Newport Boulevard southbound frontage road.

4. KEY PERSONNEL

Our team is high qualified to assist the City in preparation of the Fairview Development Center Specific Plan and EIR. Below we have provided a brief qualifications summary for each key team member. Full resumes are available upon request. All members of PlaceWorks team have sufficient staff resources and the capability to perform the work required for the project as described within the scope of work.

Qualifications Summary

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
PlaceWorks		
KAREN GULLEY Managing Principal, Design <i>Principal in Charge</i> kgulley@placeworks.com (714) 966 – 9220 ext. 2347	<ul style="list-style-type: none"> BA, Economics, UC Santa Cruz Masters Program, Urban & Regional Planning, Cal Poly Pomona IAP2 Training 	With over 30 years of experience with all facets of community planning and design for private- and public-sector clients, Karen Gulley is expert in Specific Plans, urban design, managing large-scale complicated projects, intergovernmental coordination, and in developing tailored solutions to multifaceted challenges. Karen’s recent work includes the Downtown San Bernardino Specific Plan, Beach Boulevard Corridor Specific Plan in Anaheim and the El Camino Plan for the El Camino Real Corridor in the City of Atascadero.
SUZANNE SCHWAB, AICP Associate Principal <i>Project Manager</i> sschwab@placeworks.com (714) 966 – 9220 ext. 2323	<ul style="list-style-type: none"> Master of Urban and Regional Planning, University of California, Irvine BS, Marketing and International Studies, Indiana University, Bloomington 	Suzanne has a diverse planning background— from conceptual planning to development standards and design guidelines incorporated in specific plans, general plans, comprehensive plans, and campus master plans. These projects cover a variety of planning efforts, including health districts, master planned communities, vibrant corridors, and military base reuse. Suzanne’s corridor work includes the Chapman Corridor Revitalization Plan, Beach Boulevard Specific Plan, and Long Beach Boulevard (Midtown) Specific Plan.
MOLLY MENDOZA, AICP <i>Assistant Project Manager, Public Outreach Coordinator</i> mmendoza@placeworks.com (714) 966 – 9220 ext. 2358	<ul style="list-style-type: none"> Master of Urban and Regional Planning, University of California, Irvine BA, History and Minor Anthropology, California State University, Long Beach 	Molly is a highly skilled associate who is experienced in managing comprehensive planning projects, such as general plan housing and safety elements and specific plans for the public and private sectors. She is skilled in data research and analysis as well as developing community outreach plans and engaging communities and other stakeholders. Molly’s focus at PlaceWorks is development of design and implementation guidelines for comprehensive and specific plans.

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
STEVE GUNNELLS <i>Chief Economist</i> sgunnells@placeworks.com (714) 966 – 9220 ext. 2374	<ul style="list-style-type: none"> ▪ MSc, Development Management, London School of Economics ▪ Master of Urban and Environmental Planning, University of Virginia ▪ BA, Urban Planning, Virginia Tech 	Steve helps his clients leverage market forces to achieve their goals, and he uses his grasp of economics and real estate markets not only to overcome existing challenges but to help communities create visionary plans that capitalize on the possibilities. Steve works with communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects—and with developers to guide project decision-making and approvals.
NICOLE VERMILION Principal, Air Quality/Energy/GHG/Noise Services <i>AG/GHG Tech Lead</i> nvermilion@placeworks.com (714) 966 – 9220 ext. 2344	<ul style="list-style-type: none"> ▪ Master of Urban & Regional Planning, University of California, Irvine ▪ BS, Ecology & Evolutionary Biology, University of California, Santa Cruz ▪ BA, Environmental Studies, University of California, Santa Cruz 	Nicole oversees project staffing and timing for the air quality, greenhouse gas (GHG), and noise technical team’s impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She has performed numerous GHG emissions inventories for individual projects as well as citywide emissions inventories for general plans.
ALAN LOOMIS, AICP Principal <i>Urban Design Advisor</i> aloomis@placeworks.com (213) 623 – 1443 ext. 2101	<ul style="list-style-type: none"> ▪ MA, Architecture, Southern California Institute of Architecture ▪ BA, Religious Studies / Theology, University of Detroit, Mercy 	Alan is an award-winning urban designer, planner and educator. As Principal of Urban Design in PlaceWorks’ downtown LA office, Alan is responsible for leading our regional urban design practice while playing a role in projects throughout California. A fifteen-year veteran of City Hall, Alan has directed a wide range of urban design-based policy projects leading multi-disciplinary teams through an equally wide range of public outreach programs.
RANDAL W. JACKSON, ASLA President <i>Land Use Planning Advisor</i> rjackson@placeworks.com (714) 966 – 9220 ext. 2312	<ul style="list-style-type: none"> ▪ Bachelor of Landscape Architecture, Utah State University 	Throughout his more than 50 years of experience in planning and design, Randy Jackson has conceived and developed unique land use and design concepts for award-winning communities. He continues to focus his expertise on healthy communities built around and integrating transportation, transit, open space, and park and recreation systems. He oversees projects throughout California, across the United States, and abroad.

Name Title Potential Role on Projects	Education Licenses/Certifications	Experience
IAN ADAM, MESM, CPSWQ, QSD/P Vice President, Specialty Practices <i>PIC, Stormwater Management</i>	<ul style="list-style-type: none"> Master of Environmental Science & Management, UC Santa Barbara BS, Science – Ecology & Systematic Biology, Cal Poly San Luis Obispo 	Ian's specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. He has worked on over 60 General Plan Updates and Specific Plans throughout California to assist municipalities and developers with infrastructure assessments, zoning approvals, EIR technical support and long-term capital improvement planning.
Fehr & Peers Transportation Consultants		
JASON D. PACK, T.E. Principal <i>Principal-in-Charge</i>	<ul style="list-style-type: none"> BS, Civil Engineering, University of California, Davis, 1999 	Jason is a principal owner at Fehr & Peers with over 20 years of experience in transportation planning and engineering. Jason is a statewide expert in parking, travel demand forecasting, VMT, and transportation impact analysis.
Gensler		
NATE CHERRY, FAIA, AICP, LEED AP BD+C Senior Associate <i>Regional Design Director, Cities Studio</i>	<ul style="list-style-type: none"> Harvard University, Master of Urban Design, Cambridge, MA Tulane University Master of Architecture, New Orleans, LA 	Nate is a director of urban planning at Gensler with over 25 years of experience in downtowns, transit, airports, sports, universities, research, and urban resilience in communities throughout the U.S., Mexico, and Canada. He leads a team that has been recognized with more than 100 national and state planning and design awards.
Developers Research		
PETER WALES Vice President <i>Development Cost Estimating</i>	<ul style="list-style-type: none"> Bachelor of Architecture, Woodbury University, CA 	Peter joined Developers Research in 2003 and is an excellent resource for both clients and company employees, consistently being commended for his accuracy and attention to detail. Peter specializes in the more complex and larger projects contracted by the company.
ECORP Consulting		
JEREMY ADAMS Cultural Resources Manager <i>ECORP Project Manager/Cultural Resources Task Manager</i>	<ul style="list-style-type: none"> M.A., History (Public History), California State University, Sacramento B.A., History, California State University, Chico 	Mr. Adams is a Cultural Resources Manager and Senior Architectural Historian with 12 years of experience in developing cultural resources management strategies and leading the implementation of cultural inventories, evaluations, effects analysis, and preparation of mitigation documents. He meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History.





Appendix A: Financial Capacity



FINANCIAL CAPACITY

PlaceWorks is financially stable and has sufficient capacity, staff, and resources to successfully complete the project on-time and on-budget. PlaceWorks has never filed bankruptcy and is in good financial standing.

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Appendix B: Disclosure



DISCLOSURE

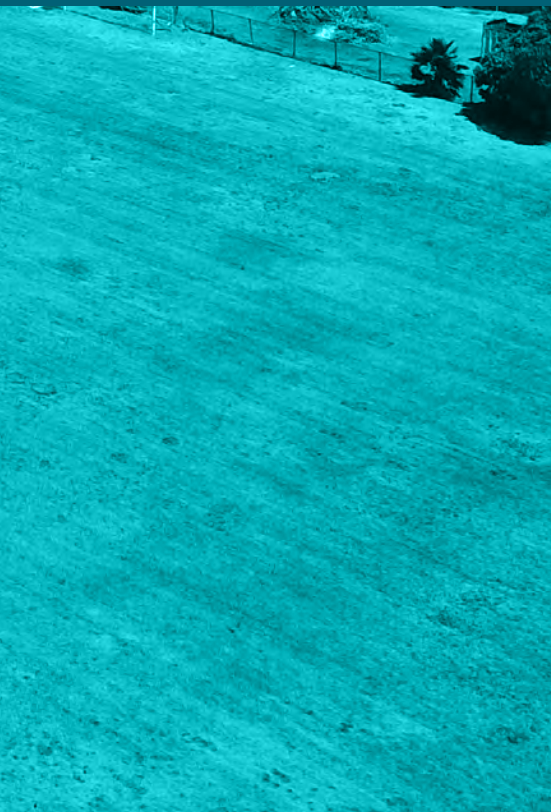
PlaceWorks has no financial, business or other relationship with the City of Costa Mesa, landowners or developers that may have an impact upon the outcome of this project. We have no current clients who may have a financial interest in the outcome of this contract.

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Appendix C: Professional Service Agreement



SAMPLE PROFESSIONAL SERVICE AGREEMENT

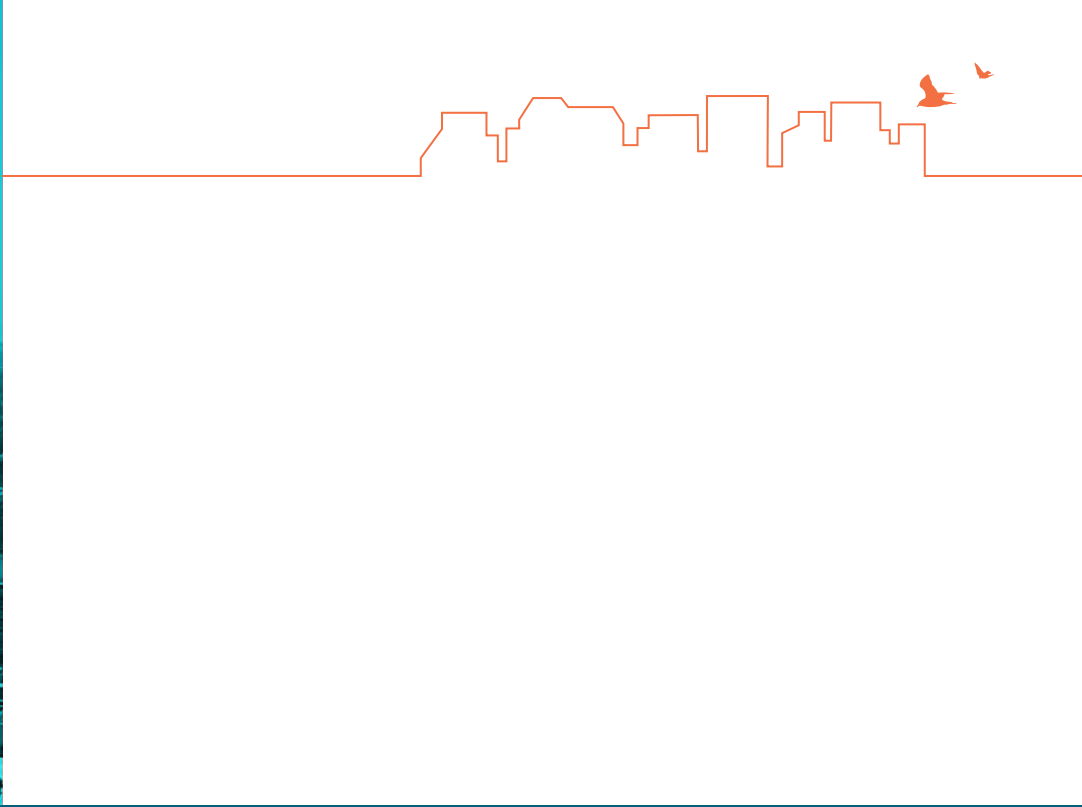
Our proposed agreement changes are shown below (additions in red, underlined):

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the negligence of the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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Appendix D: Forms





VENDOR APPLICATION FORM FOR

RFP No. 23-21 for the Fairview Developmental Center Specific Plan

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: PlaceWorks

Contact Person for Agreement: Karen Gulley

Title: Managing Principal, Design E-Mail Address: kgulley@placeworks.com

Business Telephone: 714.966.9220 ext. 2347 Business Fax: N/A

Corporate Mailing Address: 3 MacArthur Place, Suite 1100

City, State and Zip Code: Santa Ana, CA 92707

Contact Person for Proposals: Henry Bultman

Title: Marketing Manager E-Mail Address: hbultman@placeworks.com

Business Telephone: 510.848.3815 ext. 3350 Business Fax: N/A

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
Brian Judd	Chief Operating Officer, VP	714.966.9220 ext. 2330
Charlie Knox	Principal	510.848.3815 ext. 3310
Dwayne Mears	Principal, Schools	714.966.9220 ext. 2316
Joanna Jansen	Managing Principal, Planning	510.848.3815 ext. 3318
Karen Gulley	Managing Principal, Design	714.966.9220 ext. 2347
Keith McCann	CEO/CFO, Board Chairman	714.966.9220 ext. 2367
Mark Teague	Managing Principal, Environmental	916.245.7500 ext. 2730
Randy Jackson	President (Ex-officio Board Member)	714.966.9220 ext. 2312
Federal Tax Identification Number:	95.2975827	

City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

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 **RFP No. 23-21 for the Fairview Developmental Center Specific Plan** at any time after **June 13, 2023**.



Signature

Date: 7/7/23

Karen Gulley

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **June 13, 2023** with a City Councilmember concerning **RFP No. 23-21 for the Fairview Developmental Specific Plan**. 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: PlaceWorks

Company Legal Status (corporation, partnership, sole proprietor etc.): S Corporation

Active licenses issued by the California State Contractor's License Board:

Business Address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Website Address: www.placeworks.com

Telephone Number: 714.966.9220 ext. 2347

Facsimile Number: 714.390.4956

Email Address: kgulley@placeworks.com

Length of time the firm has been in business: 48 years

Length of time at current location: 13 years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 95.2975827

Regular Business Hours: 8:00am-5:00pm, Monday-Friday

Regular holidays and hours when business is closed:

Holidays: New Year's Day, MLK Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day. Closed Hours: all day, Saturday and Sunday

Contact person in reference to this solicitation: Henry Bultman

Telephone Number: 510.848.3815 ext. 3350

Facsimile Number: 415.572.6995

Email Address: hbultman@placeworks.com

Contact person for accounts payable: Kara Kosel

Telephone Number: 714.966.9220 ext. 2338

Facsimile Number: 949.322.5683

Email Address: kkosel@placeworks.com

Name of Project Manager: Karen Gulley

Telephone Number: 714.966.9220 ext. 2347

Facsimile Number: 714.390.4956

Email Address: kgulley@placeworks.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.

Company Name: City of Tustin

Contact Name: Justina Willkom, Planning Director, Community Development

Contract Amount: \$280,000

Email: jwillkom@tustinca.org

Telephone Number: 714.573.3115

Address: 300 Centennial Way, Tustin, CA 92780

Brief Contract Description:

PlaceWorks completed the Marine Corps Air Station (MCAS) Tustin Specific Plan in 1999 and an amendment in 2013, as well as a supplemental EIR for the specific plan amendment. The amended Specific Plan focuses on new zoning for key planning areas and creates new design guidelines to address the development that has occurred since the adoption of the original Plan.

Company Name: City of San Diego

Telephone Number: 858.794.2579

Contact Name: Jimmy Ayala, Division President, TriPointe Homes

Contract Amount: \$900,000

Email: jimmy.ayala@PardeeHomes.com

Address: 202 C Street, San Diego, CA 92101

Brief Contract Description:

PlaceWorks prepared the Southwest Village Specific Plan to create a mixed-use near a future transit stop in the southernmost portion of San Diego.

Company Name: City of San Bernardino

Telephone Number: 909.384.7272 x3330

Contact Name: David Murray, Principal Planner (now with the City of Riverside)

Contract Amount: \$500,000

Email: dmurray@riversideca.gov

Address: 290 North D Street, San Bernardino, CA 92401

Brief Contract Description:

PlaceWorks is currently completing the San Bernardino Downtown Specific Plan for the City of San Bernardino. The center of the plan is the reconstruction of the dormant and city-owned Carousel Mall site into a vibrant, mixed-use anchor. Additionally, the Downtown Specific Plan will include a new zoning code for downtown, with streetscape standards, allowable land uses, a form-based code, and a process for expedited project review.

Company Name:



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.

PlaceWorks
 Bidder/Applicant/Proposer

7/7/23
 Date





3 MacArthur Place, Suite 1100
Santa Ana, California 92707
t 714.966.9220

www.placeworks.com

ORANGE COUNTY • BAY AREA • SACRAMENTO • CENTRAL COAST • LOS ANGELES • INLAND EMPIRE

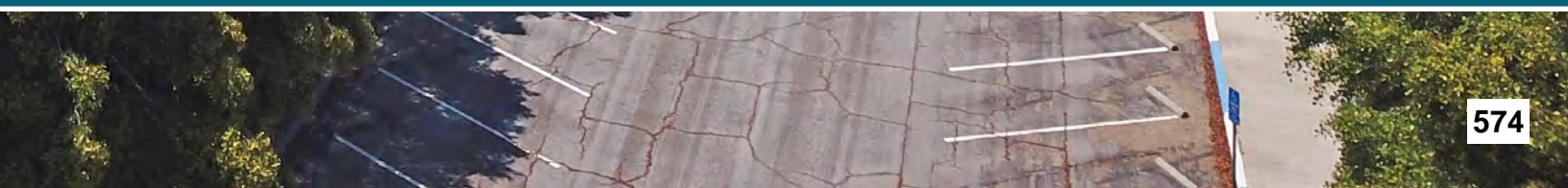


EXHIBIT C
COST PROPOSAL





PlaceWorks' Cost Proposal



COST PROPOSAL

The estimated cost to complete the scope of work described in this proposal is \$2,236,253 (which includes a 10% contingency).

We are flexible regarding project costs and associated scope and hope that you will not eliminate us from consideration on the basis of cost alone.

The billing rates for each team member are included in the cost table.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Assumptions

Our scope includes assumptions related to the City's role. Below are additional assumptions related to the cost estimate:

- Our cost estimate includes the bi-weekly meetings as shown in Task 1, which will be led by the Project Manager and attended by other team members on an as-needed basis. There is also time in Task 1 associated with meeting preparation and summaries. We anticipate additional meetings with the state and city that may or may not occur during our bi-weekly meetings.
- Outreach meetings will be attended by our Principal-in-Charge, Project Manager, and supporting staff based on the contents and type of engagement planned.
- All deliverables will be submitted to Costa Mesa in electronic (PDF) format, except for printed copies where assumed in the tasks.
- The level of effort for each task is generally related to the number of hours for each task listed in the budget spreadsheet. PlaceWorks may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- All deliverables will include a draft and then a final version, unless a different number of deliverables is stated in the scope of work.
- City comments on the Administrative Draft EIR are provided electronically in one consolidated set of comments, and will not require new analysis or technical studies.
- City comments on the Screencheck Draft EIR will be focused on typographical errors, formatting, and other minor edits only.
- The RFP did not mention the Findings of Fact and Overriding Considerations that are essential to certification of an EIR. We included preparation of Findings in our scope and budget, and can easily remove them from the task if the City will prepare them.

- PlaceWorks will inform the City if a request is out of scope. No work on the request will commence until the City has approved the scope change and budget.

Optional Tasks

This proposal includes the following optional tasks. Costs for these tasks are not included in the cost table:

Task	Cost
Community Site Tour	\$10,000
Detailed Alternatives Analysis for Traffic/VMT	
▪ VMT Forecasts	\$17,830
▪ Traffic Operations Analysis & Improvements	\$39,160
▪ Parking Forecasts	\$3,880
▪ Multimodal Transportation Analysis	\$5,380
▪ EIR Transportation Metrics	\$9,415
Tree Survey	\$15,000
Arborist Assessment Report	\$7,750

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

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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;

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- 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 #: 23-1335

Meeting Date: 8/1/2023

TITLE:

AUTHORIZATION OF AN ADDITIONAL PARK RANGER FOR HARPER PARK SCHOOL FIELD ACCESS AND UPDATE REGARDING ENHANCED SECURITY AT FOUR NEWPORT MESA UNIFIED SCHOOL DISTRICT FIELDS ON THE WESTSIDE

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: ALMA REYES, DEPUTY CITY MANAGER

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

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize an increase to the City's Table of Organization by one full-time Park Ranger position in the Police Department and increase the Fiscal Year 2023-34 Adopted Budget accordingly.
2. Receive and file an update on upcoming amendments to the existing Lyons Security Services agreement to increase access to open space at up to four elementary school sites on the Westside (Rae, Wilson, Whittier and potentially Pomona) for open space during off school hours, as previously approved by the City Council.

BACKGROUND:

Developing strategies to increase park access, especially for those living in areas lacking open space has been a primary objective of the City Council and staff. In efforts to address the need for open space for recreational purposes, staff has been meeting with Newport Mesa Unified School District (NMUSD) staff to discuss public access to school fields, playgrounds, and basketball courts at specific school sites when fields are not utilized by permitted user groups.

Currently, the Parks and Community Services Department staff coordinates and manages all sports user groups and field allocation for all City of Costa Mesa and NMUSD fields as per the Joint Use Agreement (JUA). During the City's use of the school site fields, the fields are only opened when a reservation by a permitted user group has been made. When fields are not reserved, or field use is canceled by a permitted user group, the fields remain closed.

Both City and NMUSD staff have discussed the opening of school sites including Rea, Wilson, and Whittier Elementary (and potentially Pomona if needed), and Harper Park for open space and recreational use when not permitted to user groups. Opening these school sites would provide recreational opportunities, especially for the youth and adults living on the Westside and Eastside of Costa Mesa where open space is scarce.

In efforts to meet the current demand for open space, staff is recommending the enhanced use of school fields off-hours. To facilitate the use of open space while also ensuring public safety staff is requesting one additional park ranger position to monitor the school field adjacent to Harper Park during school hours. This additional Park Ranger position will monitor the school field during school hours to ensure students are safe and are able to recreate on fields that are clean and free of pet feces or dogs off leash.

For school sites on the Westside, the City Council has already provided the City Manager authority to amend the City's private security contract to ensure the safety of residents and the security of school facilities. This update is for transparency purposes only.

ANALYSIS:

The opening of school sites for open space and recreational public use will require additional resources to ensure the safety and security of school sites for the enjoyment of the community which is in alignment with the City Council Strategic Plan goals to Strengthen the Public's Safety and Improve the Quality of Life.

Staff is requesting the addition of one full-time Park Ranger position that will help enhance patrol and monitoring of parks and school sites open to the public for recreational opportunities, but in particular, the school field adjacent to Harper Park, which was recently fenced due to safety and cleanliness concerns expressed to the District by students, parents and teachers. It is anticipated that the addition of a Park Ranger position at the school field adjacent to Harper Park as a pilot project for the next six months will help ensure public safety and cleanliness in a manner that would allow the District to remove the existing fence and assure students, parents and teachers that current challenges with responsible pet ownership are being addressed. After the initial six month period, the Park Ranger position can function in a roving capacity along with the City's other Park Rangers to monitor all City parks and fields.

Additionally, security guard services are necessary to provide for safety and security at other school sites. Currently, NMUSD provides security services at Rea Elementary, as it is an active campus with various after-school programs onsite Monday through Friday. However, the City would need to provide security guard services on the weekends at Rea Elementary. Further, security guard services at Wilson and Whittier Elementary Schools would be needed during weekdays and weekends, and potentially Pomona as well. Security services would be on a roving basis and could be further enhanced in the future if needed and can be absorbed within the existing adopted budget through salary savings in the Parks and Community Services Budget.

Currently, the City contracts with Lyons Security Services to provide unarmed security guard services at the Costa Mesa Senior Center and Lions Park Campus. Staff recommends that the City Council receive and file staff's intent to negotiate an amendment to the existing contract for unarmed security guard services at the additional school sites. Staff is currently negotiating the final details of such an amendment and it is anticipated the cost would fall below the City Manager's authorization of \$100,000.

ALTERNATIVES:

City Council may choose to reject the addition of a full-time Park Ranger position; however, this option is not recommended as providing access to safe and enjoyable open spaces for recreational opportunities to City residents would enhance the Council's strategic plan goals to Strengthen the Public's Safety and Improve Quality of Life.

FISCAL REVIEW:

The FY 2023-24 Parks and Community Services Department General Fund adopted budget includes the unarmed security services contract with Lyons Security Services for \$300,000, with a \$30,000 contingency. City staff will initiate negotiations with Lyons Security Services to add four school sites in the Westside during off school hours so those sites can be utilized as open space areas for public use.

Additionally, City staff is requesting City Council approval to add one full-time Park Ranger position for the fully burdened cost of \$126,170. The FY 2023-24 Parks and Community Services Department adopted General Fund budget of \$8.6 million can absorb this additional expense, as the impact will be prorated based on the hire date.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Authorize an increase to the City's Table of Organization by one full-time Park Ranger position in the Police Department and increase the Fiscal Year 2023-34 Adopted Budget accordingly.
2. Receive and file an update on upcoming amendments to the existing Lyons Security Services agreement to increase access to open space at up to four elementary school sites on the Westside (Rae, Wilson, Whittier and potentially Pomona) for open space during off school hours, as previously approved by the City Council.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1328

Meeting Date: 8/1/2023

TITLE:

**REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESEARCH FOR AND
POTENTIAL DEVELOPMENT OF AMENDMENTS TO THE CITY'S CANNABIS ORDINANCES**

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

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

**CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND
DEVELOPMENT SERVICES, (714) 754-5270**

RECOMMENDATION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to address concerns regarding potential unanticipated business displacement and overconcentration of retail cannabis businesses.



Agenda Report

Item #: 23-1328

Meeting Date: 8/01/2023

TITLE: REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESEARCH FOR AND POTENTIAL DEVELOPMENT OF AMENDMENTS TO THE CITY'S CANNABIS ORDINANCES

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

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

CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5270

RECOMMENDATION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to address concerns regarding potential unanticipated business displacement and overconcentration of retail cannabis businesses.

BACKGROUND:

On November 3, 2020, Costa Mesa voters approved Measure Q, the Costa Mesa Retail Cannabis Tax and Regulation Measure. This measure allowed the City to adopt regulations permitting cannabis storefront retail (dispensaries) and non-storefront retail (delivery) within the City subject to certain requirements. On June 15, 2021, the City Council adopted Ordinances No. 21-08 and No. 21-09 to amend Titles 9 and 13 of the CMMC to establish regulations for legal cannabis storefront and non-storefront (delivery) businesses. The Ordinances are linked below:

- [Ordinance No. 2021-08](#) (Title 9, Business Licenses);
- [Ordinance No. 2021-09](#) (Title 13, Zoning).

The Ordinances establish minimum standards and permitting requirements for cannabis retail businesses. Applicants must obtain the following City approvals and State approval before conducting business in Costa Mesa:

- Pre-Application Determination;
- Cannabis Business Permit (CBP) Notice to Proceed;
- Conditional Use Permit (CUP);
- Building Permit(s);
- Final City Inspections;
- CBP Issuance; and
- City Business License.

Once issued, a Cannabis Business Permit must be renewed every two-years. During the two-year period, City staff conducts site inspections to verify that the business is operating in compliance with requirements. Cannabis retail businesses are also subject to a City-established seven-percent gross receipts tax. Records and revenues are required to be audited annually.

Separation requirements from sensitive uses were also established. No cannabis retail storefront use can be located within 1,000 feet from a K-12 school, playground, licensed child daycare, or homeless shelter, or within 600 feet from a youth center as defined in the Municipal Code.

Since adoption, the City has approved 21 Conditional Use Permits for cannabis retail storefronts, three Conditional Use Permits for standalone cannabis delivery businesses, and eight Minor Conditional Use Permits to add delivery to an existing cannabis manufacturing or distribution facility located in the City's Measure X "green zone". Seven cannabis storefronts, one standalone delivery business, and six delivery businesses that are part of an existing manufacturing/distribution cannabis business in the "green zone" are currently operating.

At the July 18, 2023 City Council meeting, Councilmember Marr requested that an item be agendaized for the next City Council meeting to discuss the possibility of exploring amendments to the City's ordinances to address concerns regarding potential business displacement and overconcentration.

ANALYSIS:

In accordance with City Council Policy 300-6, proposals that are likely to involve a substantial commitment of staff time and research must be brought forward to the City Council for authorization. If the majority of the Council supports this request, staff would work with the City's Planning Commission to explore the extent to which business displacement and overconcentration of cannabis retail businesses is occurring. Depending on those exploratory findings, staff would work with the Planning Commission to develop options, recommendations and/or an ordinance amendment to address those topics.

The Planning Commission would make a recommendation to the City Council. The City Council is the final decision-making body.

ALTERNATIVES:

The City Council can decide not to direct staff to explore possible options, recommendations and/or amendments to the City's cannabis regulations.

FISCAL REVIEW:

There is no fiscal impact associated with conducting the analysis, though staff time will be spent on exploring and identifying options and recommendations for consideration.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council provide direction regarding researching and exploring with the Planning Commission options and amendments to the City's cannabis regulations to address concerns regarding potential unanticipated business displacement and overconcentration of retail cannabis businesses.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1334

Meeting Date: 8/1/2023

TITLE:

REQUEST FOR CITY COUNCIL DIRECTION REGARDING THE RESEARCH FOR AND POTENTIAL DEVELOPMENT OF AN EVICTION ORDINANCE

DEPARTMENT: CITY ATTORNEY'S OFFICE

PRESENTED BY: KIMBERLY HALL BARLOW, CITY ATTORNEY

CONTACT INFORMATION: KIMBERLY HALL BARLOW, CITY ATTORNEY, (714) 446-1400

RECOMMENDATION:

Consider whether to direct staff to prepare a report on a possible ordinance requiring just cause for termination of residential tenancies.

BACKGROUND:

A request was made to the City Manager and City Attorney to agendize an item for City Council consideration on whether to direct staff to explore options for potential consideration of an ordinance requiring just cause for termination of residential tenancies. Staff believes doing a full analysis and recommendation in connection with this item will take more than four hours, requiring City Council approval before the work is undertaken.

ANALYSIS:

In 2019, the State Legislature adopted the Tenant Protection Act of 2019, which was effective on January 1, 2020. This legislation provided protection for certain residential tenants requiring just cause for termination of tenancy under specified circumstances. The legislation also allowed local ordinances adopted after September 1, 2019 to supersede the California Civil Code provisions if the local ordinance is more protective than state law.

A number of California cities have adopted such local ordinances. Two examples are attached to this report, from the City of Long Beach (Attachment 1) and the City of Buena Park (Attachment 2). There are other ordinances that staff would want to review and evaluate to determine whether such an ordinance would be appropriate in Costa Mesa, and if so, what provisions in such an ordinance would best fit Costa Mesa's unique issues.

Staff has evaluated this matter, and believes that doing a comprehensive evaluation and report to the City Council for its consideration will take more than four hours of staff time. Hence, pursuant to City Council policy, staff is requesting City Council authorization to proceed.

ALTERNATIVES:

The City Council could determine not to direct staff to do the evaluation necessary to return to City Council on this item.

FISCAL REVIEW:

There is no direct fiscal impact to this item, as staff believes the necessary evaluation can be performed within the existing budget.

LEGAL REVIEW:

The City Attorney prepared this report.

CITY COUNCIL GOALS AND PRIORITIES:

Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff Recommends that the City Council consider this item and direct staff accordingly.

ORDINANCE NO. ORD-22-0006

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH AMENDING THE LONG BEACH
MUNICIPAL CODE BY AMENDING AND RESTATING
CHAPTER 8.99, RELATING TO JUST CAUSE FOR
TERMINATION OF TENANCIES

WHEREAS, the California State Legislature adopted the Tenant Protection Act of 2019 (the "Act"), and the Act became effective by its own terms as of January 1, 2020; and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections under certain circumstances; and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019 requiring just cause for termination of a residential tenancy shall supersede California Civil Code Section 1946.2 only if the ordinance is "more protective" than Section 1946.2; and

WHEREAS, the City Council previously adopted Long Beach Municipal Code Chapter 8.99 with just cause termination of tenancy provisions that are more protective than Civil Code Section 1946.2; and

WHEREAS, the City Council desires to amend certain provisions of Chapter 8.99 regarding no fault just cause termination of tenancies in connection with substantial remodeling of residential units;

NOW, THEREFORE, The City Council of the City of Long Beach ordains as follows:

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Section 1. Chapter 8.99 of the Long Beach Municipal Code is amended and restated to read as follows:

Chapter 8.99

JUST CAUSE FOR TERMINATION OF TENANCIES

8.99.010 Findings and purpose.

(a) In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this Chapter 8.99 regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter 8.99 is consistent with California Civil Code Section 1946.2.

(2) This Chapter 8.99 provides additional tenant protections that are not prohibited by any other provisions of applicable law.

8.99.020 Just cause termination of tenancy protections.

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully

1 occupied the residential real property for 24 months or more.

2 (b) For purposes of this Chapter, "just cause" includes either of
3 the following:

4 (1) At-fault just cause, which is any of the following:

5 (A) Default in the payment of rent.

6 (B) A breach of a material term of the lease, as
7 described in paragraph (3) of Section 1161 of the California Code of Civil
8 Procedure, including, but not limited to, violation of a provision of the lease
9 after being issued a written notice to correct the violation.

10 (C) Maintaining, committing, or permitting the
11 maintenance or commission of a nuisance as described in paragraph (4) of
12 Section 1161 of the California Code of Civil Procedure.

13 (D) Committing waste as described in paragraph (4)
14 of Section 1161 of the California Code of Civil Procedure.

15 (E) The tenant had a written lease that terminated
16 on or after January 1, 2020, and after a written request or demand from the
17 owner, the tenant has refused to execute a written extension or renewal of
18 the lease for an additional term of similar duration with similar provisions,
19 provided that those terms do not violate this Chapter or any other provision
20 of law.

21 (F) Criminal activity by the tenant on the residential
22 real property, including any common areas, or any criminal activity or
23 criminal threat, as defined in subdivision (a) of Section 422 of the California
24 Penal Code, on or off the residential real property, that is directed at any
25 owner or agent of the owner of the residential real property.

26 (G) Assigning or subletting the premises in violation
27 of the tenant's lease, as described in paragraph (4) of Section 1161 of the
28 California Code of Civil Procedure.

1 (H) The tenant's refusal to allow the owner to enter
2 the residential real property as authorized by Sections 1101.5 and 1954 of
3 the California Civil Code, and Sections 13113.7 and 17926.1 of the
4 California Health and Safety Code.

5 (I) Using the premises for an unlawful purpose as
6 described in paragraph (4) of Section 1161 of the California Code of Civil
7 Procedure.

8 (J) The employee, agent, or licensee's failure to
9 vacate after their termination as an employee, agent, or a licensee as
10 described in paragraph (1) of Section 1161 of the California Code of Civil
11 Procedure.

12 (K) When the tenant fails to deliver possession of
13 the residential real property after providing the owner written notice as
14 provided in Section 1946 of the California Civil Code of the tenant's intention
15 to terminate the hiring of the real property, or makes a written offer to
16 surrender that is accepted in writing by the landlord, but fails to deliver
17 possession at the time specified in that written notice as described in
18 paragraph (5) of Section 1161 of the California Code of Civil Procedure.

19 (2) No-fault just cause, which includes any of the following:

20 (A) (i) Intent to occupy the residential real
21 property by the owner or their spouse, domestic partner, children,
22 grandchildren, parents, or grandparents.

23 (ii) For leases entered into on or after July 1,
24 2020, clause (i) shall apply only if the tenant agrees, in writing, to the
25 termination, or if a provision of the lease allows the owner to terminate the
26 lease if the owner, or their spouse, domestic partner, children,
27 grandchildren, parents, or grandparents, unilaterally decides to occupy the
28 residential real property. Addition of a provision allowing the owner to

1 terminate the lease as described in this clause to a new or renewed rental
2 agreement or fixed-term lease constitutes a similar provision for the
3 purposes of subparagraph (E) of paragraph (1).

4 (B) Withdrawal of the residential real property from
5 the rental market.

6 (C) (i) The owner complying with any of the
7 following:

8 (I) An order issued by a government
9 agency or court relating to habitability that necessitates vacating the
10 residential real property.

11 (II) An order issued by a government
12 agency or court to vacate the residential real property.

13 (III) A local ordinance that necessitates
14 vacating the residential real property.

15 (ii) If it is determined by any government
16 agency or court that the tenant is at fault for the condition or conditions
17 triggering the order or need to vacate under clause (i), the tenant shall not
18 be entitled to relocation assistance as outlined in paragraph (3) of
19 subdivision (d).

20 (D) (i) Intent to demolish or to substantially
21 remodel the residential real property.

22 (ii) For purposes of this subparagraph,
23 "substantially remodel" means the replacement or substantial modification of
24 any structural, electrical, plumbing, or mechanical system that requires a
25 permit from a governmental agency, or the abatement of hazardous
26 materials, including lead-based paint, mold, or asbestos, in accordance with
27 applicable federal, state, and local laws, that cannot be reasonably
28 accomplished in a safe manner with the tenant in place and that requires

1 the tenant to vacate the residential real property for at least 30 days.

2 Cosmetic improvements alone, including painting, decorating, and minor
3 repairs, or other work that can be performed safely without having the
4 residential real property vacated, do not qualify as substantial rehabilitation.

5 (c) Before an owner of residential real property issues a notice to
6 terminate a tenancy for just cause that is a curable lease violation, the
7 owner shall first give notice of the violation to the tenant with an opportunity
8 to cure the violation pursuant to paragraph (3) of Section 1161 of the
9 California Code of Civil Procedure. If the violation is not cured within the
10 time period set forth in the notice, a three-day notice to quit without an
11 opportunity to cure may thereafter be served to terminate the tenancy.

12 (d) All pending notices of termination issued on or after January 1,
13 2020 but before the effective date of this Chapter by a residential real
14 property owner for no-fault just cause described in subparagraph 2(D) of
15 subdivision (b) shall be null and void and of no force or effect. Before an
16 owner of residential real property issues a notice to terminate a tenancy for
17 no-fault just cause described in subparagraph 2(D) of subdivision (b), the
18 owner shall have obtained all necessary permits for the substantial remodel
19 from all applicable governmental agencies, and in the case of a permit
20 issued by the City, such permit issuance will be conditioned upon the owner
21 providing a complete list of all tenants whose tenancies will be terminated in
22 connection with the permitted work. All termination notices for no-fault just
23 cause described in subparagraph 2(D) of subdivision (b) shall include a
24 copy of all issued permits and include reasonably detailed information
25 regarding each of (i) the scope of the substantial remodeling work, (ii) why it
26 cannot be reasonably accomplished in a safe manner with the tenant in
27 place, and (iii) why it requires the tenant to vacate for at least 30 days.

28 (e) (1) For a tenancy for which just cause is required to

1 terminate the tenancy under subdivision (a), if an owner of residential real
2 property issues a termination notice based on a no-fault just cause
3 described in paragraph (2) of subdivision (b), the owner shall, regardless of
4 the tenant's income, at the owner's option, do one of the following:

5 (A) Assist the tenant to relocate by providing a direct
6 payment to the tenant as described in paragraph (3).

7 (B) Waive in writing the payment of rent for the final
8 month(s) of the tenancy, prior to the rent becoming due.

9 (2) If an owner issues a notice to terminate a tenancy for
10 no-fault just cause, the owner shall notify the tenant of the tenant's right to
11 relocation assistance or rent waiver pursuant to this Chapter. If the owner
12 elects to waive the rent for the final month(s), of the tenancy as provided in
13 subparagraph (B) of paragraph (1), the notice shall state the amount of rent
14 waived and that no rent is due for the final month(s) of the tenancy.

15 (3) (A) The amount of relocation assistance or rent
16 waiver shall be equal to (i) in the case of a termination notice under
17 subparagraph (2)(D) of subdivision (b), the greater of \$4,500 or two months
18 of the tenant's rent that was in effect when the owner issued the notice to
19 terminate the tenancy, or (ii) in the case of all other no-fault just cause
20 terminations, one month of the tenant's rent that was in effect when the
21 owner issued the notice to terminate the tenancy. Any relocation assistance
22 shall be provided within 15 calendar days of service of the notice.

23 (B) If a tenant fails to vacate after the expiration of
24 the notice to terminate the tenancy, the actual amount of any relocation
25 assistance or rent waiver provided pursuant to this subdivision shall be
26 recoverable as damages in an action to recover possession.

27 (C) The relocation assistance or rent waiver required
28 by this subdivision shall be credited against any other relocation assistance

1 required by any other law.

2 (4) An owner's failure to strictly comply with this subdivision
3 shall render the notice of termination void.

4 (f) This Chapter shall not apply to the following types of
5 residential real properties or residential circumstances:

6 (1) Transient and tourist hotel occupancy as defined in
7 subdivision (b) of Section 1940 of the California Civil Code.

8 (2) Housing accommodations in a nonprofit hospital,
9 religious facility, extended care facility, licensed residential care facility for
10 the elderly, as defined in Section 1569.2 of the California Health and Safety
11 Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of
12 Title 22 of the Manual of Policies and Procedures published by the
13 California State Department of Social Services.

14 (3) Dormitories owned and operated by an institution of
15 higher education or a kindergarten and grades 1 to 12, inclusive, school.

16 (4) Housing accommodations in which the tenant shares
17 bathroom or kitchen facilities with the owner who maintains their principal
18 residence at the residential real property.

19 (5) Single-family owner-occupied residences, including a
20 residence in which the owner-occupant rents or leases no more than two
21 units or bedrooms, including, but not limited to, an accessory dwelling unit
22 or a junior accessory dwelling unit.

23 (6) A duplex in which the owner occupied one of the units
24 as the owner's principal place of residence at the beginning of the tenancy,
25 so long as the owner continues in occupancy.

26 (7) Housing that has been issued a certificate of occupancy
27 within the previous 15 years.

28 (8) Residential real property that is alienable separate from

1 the title to any other dwelling unit, provided that both of the following apply:

2 (A) The owner is not any of the following:

3 (i) A real estate investment trust, as defined
4 in Section 856 of the Internal Revenue Code.

5 (ii) A corporation.

6 (iii) A limited liability company in which at
7 least one member is a corporation.

8 (B) (i) The tenants have been provided written
9 notice that the residential property is exempt from this Chapter using the
10 following statement:

11 "This property is not subject to the rent limits imposed by
12 Section 1947.12 of the Civil Code and is not subject to the just cause
13 requirements of Section 1946.2 of the Civil Code. This property meets the
14 requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code
15 and the owner is not any of the following: (1) a real estate investment trust,
16 as defined by Section 856 of the Internal Revenue Code; (2) a corporation;
17 or (3) a limited liability company in which at least one member is a
18 corporation."

19 (ii) For a tenancy existing before July 1,
20 2020, the notice required under clause (i) may, but is not required to, be
21 provided in the rental agreement.

22 (iii) For any tenancy commenced or renewed
23 on or after July 1, 2020, the notice required under clause (i) must be
24 provided in the rental agreement.

25 (iv) Addition of a provision containing the
26 notice required under clause (i) to any new or renewed rental agreement or
27 fixed-term lease constitutes a similar provision for the purposes of
28 subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

(g) An owner of residential real property subject to this Chapter shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632 of the California Civil Code.

(h) Any waiver of the rights under this Chapter shall be void as

1 contrary to public policy.

2 (i) Any owner of residential real property who intentionally
3 violates this Chapter when issuing an invalid termination notice pursuant to
4 subparagraph 2(D) of subdivision (b), shall be liable in a civil action to the
5 tenant for a civil penalty in an amount of up to fifteen thousand dollars
6 (\$15,000), and/or reasonable attorney's fees and costs, each as determined
7 by the court. A tenant may enforce the provisions of this subdivision (i) by
8 means of a civil action.

9 (j) For the purposes of this Chapter, the following definitions shall
10 apply:

11 (1) "Owner" and "residential real property" have the same
12 meaning as those terms are defined in Section 1954.51 of the California
13 Civil Code.

14 (2) "Tenancy" means the lawful occupation of residential
15 real property and includes a lease or sublease.

16 (k) This Chapter shall remain in effect only until January 1, 2030,
17 and as of that date is repealed.

18
19 Section 2. This ordinance shall be and become effective on the thirty-first
20 (31st) day after it is approved by the Mayor. The City Clerk shall certify to the passage of
21 this ordinance by the City Council of the City of Long Beach and shall cause the same to
22 be posted in three (3) conspicuous places in the City of Long Beach.

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I certify that upon a roll call and vote on adoption of the ordinance, it was adopted by the City Council of the City of Long Beach by the following vote:

Ayes:	Councilmembers:	Zendejas, Allen, Price, Supernaw, Mungo, Saro, Uranga, Austin, Richardson.
Noes:	Councilmembers:	None.
Absent:	Councilmembers:	None.
Recusal(s):	Councilmembers:	None.

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I further certify that the foregoing ordinance was thereafter adopted on final reading by the City Council of the City of Long Beach at its meeting of February 15, 2022, by the following vote:

Ayes:	Councilmembers:	Zendejas, Allen, Price, Supernaw, Mungo, Saro, Uranga, Austin, Richardson.
Noes:	Councilmembers:	None.
Absent:	Councilmembers:	None.
Recusal(s):	Councilmembers:	None.


Clerk


Mayor

Approved: 2/22/22
(Date)

ORDINANCE NO. 1721

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AMENDING TITLE 8 (HEALTH, SAFETY AND WELFARE) OF THE BUENA PARK MUNICIPAL CODE BY ADDING CHAPTER 8.60 (JUST CAUSE TENANT PROTECTIONS)

A. RECITALS

(i) The California Legislature adopted the Tenant Protection Act of 2019 (Civil Code section 1946.2 *et seq.*, the “Act”) which, as of January 1, 2020, provides “just cause” eviction protections to qualifying tenants of certain residential real property;

(ii) The Act, in subsection (g)(1)(B) of Civil Code Section 1946.2, states that a local ordinance requiring “just cause” for landlords to terminate a residential tenancy is valid and will prevail over the Act so long as the just cause eviction protections in the local ordinance are consistent with the Act and, so long as the ordinance, as supported by binding legislative findings of the local government, is “more protective” than the Act by: further limiting the reasons for terminating a residential tenancy, providing for higher relocation assistance, or providing additional tenant protections that are not otherwise prohibited by law;

(iii) The City of Buena Park (“City”) is a California charter city with plenary authority over all “municipal affairs,” in addition to the broad “police powers” vested in municipalities by California’s Constitution, pursuant to which the City may make and enforce laws necessary to protect and preserve the health, safety, and general welfare of its residents;

(iv) Pursuant to this broad authority and express authorization in the Act, the City Council for the City of Buena Park (“City Council”) finds it necessary and appropriate to adopt a local ordinance establishing “just cause” eviction protections that are both consistent with the just cause projections of the Act and “more protective” than the Act in specified circumstances; and

(v) Based upon all matters presented to it in connection with its consideration of this ordinance, the City Council finds and declares that the legislative findings and declarations made herein are true, correct, and binding, and that all legal prerequisites to the adoption of this ordinance have been duly performed.

B. ORDINANCE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 8 (HEALTH AND SAFETY) of the Buena Park Municipal Code is hereby amended by adding Chapter 8.60 (JUST CAUSE TENANT PROTECTIONS) to read as follows:

CHAPTER 8.60

JUST CAUSE TENANT PROTECTIONS.

Section 8.60.010

Findings and Purpose

Section 8.60.020

Definitions

Section 8.60.030

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined

Section 8.60.040

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause

Section 8.60.050

Relocation Assistance; Specified Circumstances

Section 8.60.060

Notice to Tenants of California Limits on Rent Increases

Section 8.60.070

Exclusions from Chapter

Section 8.60.080

Waiver of Rights Ineffective

Section 8.60.090

Violations and Enforcement

Section 8.60.010

Findings and Purpose.

In compliance with subdivision (g)(1)(B) of California Civil Code Section 1946.2, the City Council for the City of Buena Park finds and declares that:

A. The provisions of this chapter requiring "just cause" for termination of a residential tenancy are consistent with Section 1946.2 of the Civil Code; and

B. The provisions of this chapter are more protective than Section 1946.2 of the Civil Code by providing for higher relocation assistance and the imposition of civil penalties in specified circumstances, and by including additional tenant protections that are not prohibited by any other provision of law.

Section 8.60.020

Definitions.

In addition to the terms and phases otherwise defined in this chapter, the following terms shall have the meaning given:

"Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

"Residential real property" includes any dwelling or unit that is intended for human habitation.

"Tenancy" means the lawful occupation of residential real property and includes a lease or sublease, and "tenant" means an individual in lawful occupation of residential real property and includes a lease or sublease.

Section 8.60.030

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined.

A. Notwithstanding any other law, after a tenant has continuously and lawfully

occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

1. All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

2. One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

B. For purposes of this chapter, "just cause" includes either at-fault just cause or no-fault just cause:

1. "At-fault just cause" includes any of the following:

- a. Default in the payment of rent.

- b. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

- c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- d. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- e. The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this chapter or any other provision of law.

- f. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

- g. Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- h. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

j. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

k. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

2. "No-fault just cause" includes any of the following:

a. Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

i. For leases entered into on or after July 1, 2020, paragraph (B)(2)(a) of this section shall apply unless the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.

ii. The addition of a provision allowing the owner to terminate the lease as described in paragraph (B)(2)(a) of this section to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of paragraph (B)(1)(e) of this section.

b. Withdrawal of the residential real property from the rental market.

c. The owner complying with any of the following:

i. An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

ii. An order issued by a government agency or court to vacate the residential real property.

iii. A local ordinance that necessitates vacating the residential real property.

d. Intent to demolish or to substantially remodel the residential real property.

i. For purposes of this chapter, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a

safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial model.

ii. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in paragraph (B)(2)(d) of this section, the owner shall have obtained all necessary permits for the demolition or remodeling work from all applicable governmental agencies. In the case of a permit issued by the City, the permit issuance will be conditioned upon the owner providing a complete list of all tenants whose tenancies will be terminated in connection with the permitted work.

Section 8.60.040

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause.

A. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the lease violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall include written notice of the tenant's right to relocation assistance or rent waiver pursuant to Section 8.60.050 of this chapter. If the owner elects to waive the rent for the final month(s) under paragraph (A)(2) of Section 8.60.050, the notice shall state the amount of rent waived and that no rent is due for the final month (or months) of the tenancy.

C. If an owner issues a notice to terminate a tenancy for no-fault just cause as described in paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel), the owner shall, in addition to complying with paragraph (B) of this section, include the following with the written notice as applicable:

1. A true and correct copy of all permits issued for demolition work;
2. A copy of all issued permits for remodeling work and reasonably detailed information regarding each of the following:
 - i. A description of the scope of the substantial remodeling work;
 - ii. An explanation for why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and;
 - iii. An explanation for why the work requires the tenant to vacate for at least 30 days.

D. An owner's failure to strictly comply with this section shall render the notice of termination void.

Section 8.60.050

Relocation Assistance; Specified Circumstances.

A. For a tenancy for which just cause is required to terminate the tenancy under paragraph (A) of Section 8.60.030, if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (B)(2) of Section 8.60.030 (no-fault just cause), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

1. Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (B) of this section.

2. Waive in writing the payment of rent in an amount equal to that described in paragraph (B) of this section for the final month, or months if applicable, of the tenancy prior to the rent becoming due.

B. The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy; provided that, if the tenancy is terminated for no-fault just cause as described in paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel), the amount of relocation assistance or rent waiver shall instead be equal to the greater of \$4,500 or two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

C. Any relocation assistance required by this section shall be provided within 15 calendar days of service of the notice.

D. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section shall be recoverable as damages in an action to recover possession.

E. Notwithstanding the provisions of this section, if it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under paragraph (B)(2)(c) of Section 8.60.030 (owner compliance with court or government order), the tenant shall not be entitled to relocation assistance.

F. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

G. An owner's failure to strictly comply with paragraphs (A), (B) and (C) of this section shall render the notice of termination void.

Section 8.60.060

Notice to Tenants of California Limits on Rent Increases.

An owner of residential real property that is subject to this chapter shall provide notice to the tenant as follows:

A. For any tenancy commenced or renewed on or after July 1, 2020, as an

addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

B. For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

C. The notification or lease provision shall be in no less than 12-point type and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

D. For a tenancy commenced or renewed after August 1, 2023, the final sentence of the written notice tenant or lease provision shall read as follows: "See Section 1946.2 of the Civil Code and Chapter 8.60 of the Buena Park Municipal Code for more information." An owner's failure to comply with this subparagraph (D) shall not be grounds for invalidating the notice or lease or give rise to a penalty.

E. The provision of the notice shall be subject to Section 1632 of the California Civil Code.

Section 8.60.070

Exclusions from Chapter.

This chapter shall not apply to the following types of residential real properties or residential circumstances:

A. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

B. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

E. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

F. A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

G. Housing that has been issued a certificate of occupancy within the previous 15 years.

H. Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The owner is not any of the following:

i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

ii. A corporation.

iii. A limited liability company in which at least one member is a corporation.

2. The tenants have been provided written notice that the residential property is exempt from this chapter using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

i. For a tenancy existing before July 1, 2020, the notice required under paragraph (H)(2) of this section may, but is not required to, be provided in the rental agreement.

ii. For any tenancy commenced or renewed on or after July 1, 2020, the notice required by paragraph (H)(2) of this section must be provided in the rental agreement.

iii. For any tenancy commenced or renewed on or after August 1, 2023, the notice required by paragraph (H)(2) of this section may reference this chapter and read as follows:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code or Chapter 8.60 of the Buena Park Municipal Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code, and Section 8.60.070(H) of the Buena Park Municipal Code, and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability

company in which at least one member is a corporation."

iv. Addition of a provision containing the notice required under paragraph (H)(2) of this section to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of paragraph (B)(1)(e) of Section 8.60.030.

l. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

Section 8.60.080

Waiver of Rights Ineffective.

Any waiver of the rights under this chapter shall be void as contrary to public policy.

Section 8.60.090

Violations and Enforcement.

Any owner of residential real property who intentionally violates this chapter when issuing an invalid termination notice pursuant to paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel) shall be liable to the tenant for a civil penalty in an amount not to exceed fifteen thousand dollars (\$15,000), and/or reasonable attorney's fees and costs, each as determined by the court. A tenant may enforce the provisions of this chapter by means of a civil action.

SECTION 2. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. SEVERABILITY. The City Council declares that, should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. The City Clerk of the City of Buena Park shall certify to the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this 6th day of June 2023, by the following called vote:

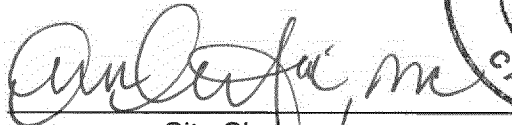
AYES: COUNCILMEMBERS: Castañeda, Traut, Sonne, Brown

NOES: COUNCILMEMBERS: Ahn

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ATTEST:


City Clerk




Mayor

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 6th day of June 2023.


City Clerk