



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, June 18, 2024

6:00 PM

**City Council Chambers
77 Fair Drive**

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

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

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

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

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As a courtesy, the public may participate via the Zoom option.

Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

[https://us06web.zoom.us/j/81879579049?](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

[pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

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

Enter Webinar ID: 818 7957 9049/ Password: 608584

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- Select “Join Audio via Computer.”
- The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
- During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 818 7957 9049/ Password: 608584

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. Agendas and reports can be viewed on the City website at <https://costamesa.legistar.com/Calendar.aspx>.

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 420-012-16
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: State of California
Under Negotiation: Price and Terms of Payment

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

JUNE 18, 2024 – 6:00 P.M.

JOHN STEPHENS
Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Presentation: 2024 NMUSD Students Military Service Recognition
2. Proclamation: 2024 Pride Month

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 3 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 24-259 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. [**READING FOLDER**](#) [**24-260**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Allstate Insurance Company (Steven Larsen), Devon Bradley.

3. **ADOPTION OF WARRANT RESOLUTION** **24-258**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2719.

Attachments: [1. Summary Check Register 05-30-2024](#)
[2. Summary Check Register 06-06-2024](#)

4. **MINUTES** **24-261**

RECOMMENDATION:

City Council approved the minutes of the regular meeting of June 4, 2024.

Attachments: [1. 06-04-2024 Draft Minutes](#)

5. **CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM AND GRANT FOR COMMUNITY BASED TRANSIT** **24-227**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed contract with Circuit Transit, Inc. for the Clean Mobility Options (CMO) Voucher Pilot Program in an amount not to exceed \$500,000 annually, for a term of three (3) years after commencement of on-demand transit services.
2. Authorize the City Manager and City Clerk to execute the agreement and future amendments to the agreement within the budgeted amount.

Attachments: [1. Agreement with Circuit Transit Inc.](#)
[2. Resolution No. 2024-01-Clean Mobility Options Voucher Pilot Program](#)

6. [AGREEMENT FOR FUEL PROCUREMENT AND DELIVERY 24-243 SERVICES WITH MERRIMAC PETROLEUM, INC.](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of fuel in an annual amount not to exceed \$250,000.
2. Authorize the City Manager and City Clerk to execute the agreement and future authorized amendments to the agreement.

Attachments: [1. City of Ventura's General Services Agreement No. PW22-1064](#)
[2. City of Ventura's General Services Agreement No. PW22-1064 Amendment No. 1](#)
[3. City of Ventura's RFP](#)
[4. Merrimac Energy Group Agreement \(DRAFT\)](#)

7. [AWARD OF THE TRAFFIC SIGNAL MODIFICATION AT BAKER 24-244 STREET AND BABB STREET, CITY PROJECT NO. 24-02, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT \(CEQA\) CATEGORICAL EXEMPTION](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of the California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 and adopt plans, specifications, and working details for the Traffic Signal Modification at Baker Street and Babb Street, City Project No. 24-02.
2. Award a Public Works Agreement (PWA) for construction to Crosstown Electrical & Data, Inc., 5454 Diaz Street, Irwindale, CA 91706, in the amount of \$292,787 and authorize an additional ten percent (10%) contingency totaling \$29,279 as needed for unforeseen costs from Measure "M2" Fairshare (416) fund balance.
3. Authorize a budget adjustment to appropriate \$60,537 from Fund 416 Measure "M2" Fairshare available fund balance to the project.
4. Authorize the City Manager and City Clerk to execute the PWA, and authorize the City Manager to execute future contract amendments within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

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

Attachments: [1. Bid Abstract](#)
[2. Public Works Agreement](#)

8. **PLANNING APPLICATION PDRC-23-0001 TO ADD THE “LEROY 24-252 ANDERSON HOUSE” AT 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER AND APPROVE A MILLS ACT CONTRACT FOR THE PROPERTY**

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (“Common Sense”) of the CEQA Guidelines.
2. Adopt City Council Resolution 2024-XX to place the “Leroy Anderson House” at 208 Magnolia Street on the Local Register of Historic Places.
3. Approve a Mills Act contract between the City and the property owner to facilitate preservation of the subject property as a historic resource.

Attachments: [Agenda Report](#)

- [1. Resolution](#)
- [2. Applicant Letter](#)
- [3. Historical Assessment Report](#)
- [4. Mills Act Contract](#)
- [5. Draft Rehabilitation Plan](#)
- [6. State Inventory Form](#)
- [7. Historical Society Endorsement](#)
- [8. Mills Act Property Tax Abatement Program](#)
- [9. Planning Commission Resolution](#)
- [10. Planning Commission Minutes](#)
- [11. Planning Commission Report 012224](#)

9. [ADOPTION OF ORDINANCES APPROVING DEVELOPMENT 24-254 AGREEMENT \(DA-20-02\), REZONE \(R-20-01\), AND SPECIFIC PLAN \(SP-20-01\), AND ADOPTION OF RESOLUTION AMENDING CERTAIN CONDITIONS OF APPROVAL FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.
2. Give second reading to and adopt, by title only, Ordinance No. 2024-05 approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to five years and clarifying the Agreement's effective date.
3. Give second reading to and adopt, by title only, Ordinance No. 2024-06 approving Rezone 20-01.
4. Give second reading to and adopt, by title only, Ordinance No. 2024-07 approving Specific Plan 20-01.

Attachments: [Agenda Report](#)

- [1. Ordinance 2024-05 \(Development Agreement\)](#)
- [2. Ordinance 2024-06 \(Rezone\)](#)
- [3. Ordinance 2024-07 \(Specific Plan\)](#)
- [4. City Council Report June 4, 2024](#)
- [5. Track Changes Development Agreement](#)

10. **SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 24-228 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS**

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the adoption of Ordinance No. 2024-02 is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the Affordable Housing Ordinance will not have a significant impact on the environment.
2. Give second reading to and adopt Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for certain new residential development projects.

Attachments: [Agenda Report](#)

[1. Ordinance No. 2024-02](#)

[2. City Council AHO changes](#)

[3. City Council Agenda Report April 2, 2024](#)

11. **APPROVAL OF AMENDMENT TO MERCY HOUSE AGREEMENT FOR 24-268 CITYWIDE RENTAL ASSISTANCE PROGRAM**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. 5 to the Subrecipient Agreement with Mercy House Living Centers increasing the compensation by \$500,000 for a total not-to-exceed amount of \$2,050,000 for the administration of the City's Rental Assistance Program for very low-income households.
2. Authorize a budgetary increase of \$500,000 to be funded by recently granted FEMA reimbursements.
3. Authorize the City Manager and the City Attorney to make all contract amendments as needed, and execute the contract amendment(s).

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. [**FIRST READING OF ORDINANCES TO AMEND CHAPTERS 2 AND 3 24-226 OF TITLE 4 \(BICYCLES\); AND CHAPTERS 1 THROUGH 21 OF TITLE 10 \(MOTOR VEHICLE TRAFFIC\) OF THE COSTA MESA MUNICIPAL CODE AND PURSUANT TO THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT \("CEQA"\), FIND THE ORDINANCE IS NOT A "PROJECT" AND FURTHER, THAT IT IS EXEMPT FROM THE PROVISIONS OF CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061\(B\)\(3\)**](#)

RECOMMENDATION:

Staff and the Active Transportation Committee recommend the City Council:

Introduce for first reading, Ordinance Nos. 2024-xx and 2024-xx, to amend Chapters 2 and 3 of Title 4 (Bicycles) and Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic), respectively, of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.

Attachments: [1. Title 4 Ordinance with Exhibit A](#)
[2. Title 10 Ordinance with Exhibit A](#)

2. [**FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING 24-229 IN-LIEU FEE SCHEDULE**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").

2. Adopt a fee resolution establishing the affordable housing in-lieu fee.

Attachments: [Agenda Report](#)
[1. Resolution](#)
[2. City Council Agenda Report April 2, 2024](#)
[3. City Council Minutes April 2, 2024](#)

OLD BUSINESS: NONE.

NEW BUSINESS:

1. [URBAN MASTER PLAN SCREENING REQUEST \(PSCR-24-0003\) 24-255 FOR A PROPOSED 38 UNIT LIVE/WORK DEVELOPMENT ON A 2.3 ACRE SITE WITHIN THE MESA WEST BLUFFS URBAN PLAN LOCATED AT 960 WEST 16TH STREET](#)

RECOMMENDATION:

Staff recommends the City Council review and provide feedback on the proposed 38-unit new live/work development in the Mesa West Bluffs Urban Plan area, and to provide comment on the requested deviations.

Attachments: [Agenda Report](#)

- [1. Applicant Letter](#)
- [2. Application Summary Sheet](#)
- [3. Existing Site Photos](#)
- [4. Preliminary Plans](#)

2. [APPOINTMENT TO THE PARKS AND COMMUNITY SERVICES 24-241 COMMISSION](#)

RECOMMENDATION:

Staff recommends the City Council make the appointment as follows:

1. Parks and Community Services Commission - Make one (1) member appointment to fill vacancy with term expiration of January 2025. Appointment by Council Member Gameros.

Attachments: [1. Parks and Community Services Commission Applications](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-259

Meeting Date: 6/18/2024

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-260

Meeting Date: 6/18/2024

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Allstate Insurance Company (Steven Larsen), Devon Bradley.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-258

Meeting Date: 6/18/2024

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. 2719.

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. 24-11 On Cycle for \$3,492,988.75, 24-11 "A" Off Cycle for \$3,961.89, 24-12 On Cycle for \$3,398,004.80, and City operating expenses for \$2,621,434.92.

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248420	05/31/24	O	Nico Hospitality LLC <i>Line Description: Overflow</i>	0000028926	0.00
0248421	05/31/24	O	Nico Hospitality LLC <i>Line Description: Overflow</i>	0000028926	0.00
TOTAL					0.00

20,832.65
959.00
605,832.35
0.00

627,624.00

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017769	05/31/24	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay June 24		
017770	05/31/24	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay June 24		
017771	05/31/24	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-June 24		
017772	05/31/24	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay June 24		
017773	05/31/24	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay June 24		
017774	05/31/24	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay June 24		
017775	05/31/24	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay June 24		
017776	05/31/24	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay June 24		
017777	05/31/24	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay June 24		
017778	05/31/24	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay June 24		

Bank: DDP1
Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017779	05/31/24	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment-June 24		
017780	05/31/24	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay June 24		
017781	05/31/24	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay June 24		
017782	05/31/24	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay June 24		
017783	05/31/24	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay June 24		
017784	05/31/24	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay June 24		
017785	05/31/24	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay June 24		
017786	05/31/24	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay June 24		
017787	05/31/24	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay June 24		
TOTAL					\$20,832.65

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date May 30, 2024

Run Time 9:59:50 AM

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>
017788	05/31/24	P	Mark A Martinez	0000017462	499.00
<i>Line Description:</i> Fresno Training Symposium 2024					
017789	05/31/24	P	Portia Neale	0000030483	460.00
<i>Line Description:</i> Instructor 1					
TOTAL					\$959.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248412	05/31/24	P	BIT Pros Inc	0000029087	28,125.66
		Line Description:	Maintenance Svcs-#515 Maintenance SVC-#517		
0248413	05/31/24	P	CADD Microsystems Inc	0000029581	16,083.00
		Line Description:	STANDARD CERTIFIED HELPDESK BLUEBEAM COMPLETE RENEWAL BLUEBEAM RENEWAL STUDIO PRIME BLUEBEAM REVU EXTREME TO COMPL BLUEBEAM REVU OPEN LICENSING T BLUEBEAM REVU STANDARD TO COMP		
0248414	05/31/24	P	City of Huntington Beach	0000002599	19,303.20
		Line Description:	Helicopter Svs-Apr 2024		
0248415	05/31/24	P	Corporate Modular Services Inc.	0000030380	120,670.09
		Line Description:	IT Remodeling SALES TAX (7.75%) SALES TAX (7.75%) IT Remodeling		
0248416	05/31/24	P	Endemic Environmental Services Inc	0000021277	45,255.00
		Line Description:	FVP Wetland Maint 3/16-3/31/24 FVPWetlands Maint 4/16-4/30/24 FVP Wetland Maint 4/1-4/15/24		
0248417	05/31/24	P	Huntington Beach Ford	0000030217	43,222.56
		Line Description:	Tire Fee Sales Tax 7.75% AVRS Electronic Filing Fee Document Prep Fee 2023 Ford Transit Connect Van		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248418	05/31/24	P	Keyser Marston Associates Inc	0000002824	19,718.75
		Line Description:	Housing Prog Svc-Apr 24 Housing Authority Prog-Apr 24		
0248419	05/31/24	P	Nico Hospitality LLC	0000028926	109,234.91
		Line Description:	Sarah Cronknite 12/19-12/24/23 Annamaria Murillo 12/18-12/25/ Sylvia Yolanda Chaney 12/15-12/ Michelle Patierno 12/18-12/26/ Dennis Otoole 12/18-12/26/23 Rachel Lauren 12/15-12/27/23 Bronwyn Markell 12/19-12/27/23 Alejandro Leonidas Gonzalez 12/ Yadira Chavez 11/9-12/28/23 Thomas Knight 12/26-12/30/23 Skyler Shafer 12/28-12/30/23 Ashley Coventry 12/26-1/2/24 Melanie Blum 12/20-1/3/24 Joshua Hall 12/23-1/4/24 Zanaida Araceli Zarate 1/19-1/ Candace Gutierrez 1/23-1/26/24 Clara Valencia Ocampo 1/28-2/1/ Gabriela Salazarespinoza 1/29- Ashley Amburgey 11/18-2/7/24 Alma Terriquez 12/13-2/15/24 Melanie Blum 1/22-2/23/24 Tracy Willhight 2/2-2/27/24 Cherriesse Magana 1/2-3/1/24 Hernan Calderon 1/11-3/1/24 Gabriela Salazarespinoza 2/6-3/ Sarah Fretty 2/16-3/1/24 Malisha Morrison 3/13-3/15/24 John Curtain 12/15-12/24/23 Otoniel Penapalma FY 22/23 Patricia Vanduyne 10/ Scott Mielke 10/27-10/31/2023		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Alma Terriquez 11/1-11/6/23
Linda Elamn 7/26-7/28/22
Li Jiang 8/25-8/30/22
Christian Rabreau 3/31-4/10/23
Kenia Urbina 4/25-5/9/23
Krystal Tryon 7/12/23
William Hughes 7/10-7/13/23
Isaias Ponce 7/21-7/24/23
Ryan Rice 7/24-7/25/23
Jay Bernard Cohen 7/25-7/31/23
Samantha Sisk 8/29-9/4/23
Sayed Arif Waizzada 10/5-10/6/
Tanya Martinez 10/31-11/9/23
Kristin Ryan Castro 11/6-11/8/
Ashley Miskofski 11/4-11/9/23
Kristena Knutson Serrano 11/6-
Paula Watters 11/15-11/17/23
Shannon Guy 11/22-11/28/23
Clara Valencia Ocampo 11/22-11/
Saluatore A Gilio 12/1-12/2/23
Karla Granados De Serpas 11/13
Stephany Mariah 12/10-12/11/23
Leticia Cervantesavina 11/21-1
Emmet Knox 12/15-12/18/23
David Rios 12/15-12/19/23
Vincent Oshea 12/15-12/19/23
Annette Nguyen 12/15-12/19/23
Paige Phillips 12/19/23
Marcus William Hurlburt 12/15-

0248422	05/31/24	P	Pinnacle Petroleum, Inc	0000029315	26,078.76
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Line Description: Unleaded Fuel Corp Yard

0248423	05/31/24	P	4Leaf Inc	0000029711	1,718.31
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Line Description: Plan Review-Apr 2024

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248424	05/31/24	P	ABC Bus, Inc	0000030250	342.00
			Line Description: Mobile Command Unit - Washing		
0248425	05/31/24	P	ACSA Region 17	0000030758	500.00
			Line Description: Refund Rec Dep 2008285.002		
0248426	05/31/24	P	ADCOMM Engineering LLC	0000030005	1,900.00
			Line Description: CM Radio Frequency Consulting		
0248427	05/31/24	P	AT & T	0000001107	166.15
			Line Description: 9111 Cama Trunks		
0248428	05/31/24	P	AT & T	0000001107	74.90
			Line Description: Internet-Fleet 5/15-6/14/24		
0248429	05/31/24	P	AT & T	0000001107	1,997.88
			Line Description: Balearic Center Fax		
			Senior Center Fire Alarm Syste		
			Senior Center Elevator		
			Local Usage		
			Lions Park		
			2310 Placentia Irrigation		
			Senior Center Fire Alarm Syste		
			Fire Sta#1 Fire Alarm System		
0248430	05/31/24	P	Amber Gregg, Inc dba Community Catalyst	0000030590	11,900.00
			Line Description: Consulting Staffing Svc-Apr 24		
0248431	05/31/24	P	BCS Consultants	0000029856	585.00
			Line Description: CAMERA INSTALLATION		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248432	05/31/24	P	Bianca Matias	0000030760	167.12
			Line Description: Refund Permit BMEC-24-0028		
0248433	05/31/24	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone-May 2024		
0248434	05/31/24	P	CBE	0000015149	3.73
			Line Description: Copier Maint 4/20-5/19/24		
0248435	05/31/24	P	CDW Government Inc	0000005402	9,799.41
			Line Description: Fiber SM		
			Color Laserjet Printer		
			HPE NIMBLE POINTNEXT		
			COMPUTER EQUIPMENT		
			Wall Mount Rack		
			COMPUTER EQUIPMENT		
			COMPUTER EQUIPMENT		
			COMPUTER EQUIPMENT		
0248436	05/31/24	P	CLEA	0000004754	3,840.00
			Line Description: PD LTD Payment-Jun 2024		
0248437	05/31/24	P	CSG Consultants Inc	0000001887	5,408.92
			Line Description: Bldg Plan Review-Apr 2024		
0248438	05/31/24	P	California Forensic Phlebotomy Inc	0000001500	4,030.36
			Line Description: Blood Draws-Apr 2024		
0248439	05/31/24	P	Canon Financial Services Inc	0000023241	153.76
			Line Description: Copier Lease		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248440	05/31/24	P	CoStar Realty Information Inc	0000024413	600.00
			Line Description: LoopLink		
0248441	05/31/24	P	Continental Interpreting Services Inc	0000024355	700.00
			Line Description: City Council Interpreter Svc		
0248442	05/31/24	P	Daughters of the American Revolution	0000030757	500.00
			Line Description: Refund Rec Dep 2008283.002		
0248443	05/31/24	P	Dell Computer Corp	0000001962	1,192.17
			Line Description: COMPUTER EQUIPMENT COMPUTER EQUIPMENT		
0248444	05/31/24	P	Dell Marketing LP	0000001963	6,680.32
			Line Description: Six laptops-Economic Dev. Admi		
0248445	05/31/24	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	562.50
			Line Description: Permit Svcs		
0248446	05/31/24	P	Dina Lamdany	0000030761	39.50
			Line Description: Refund Citation CM050027984		
0248447	05/31/24	P	Diversity Builder, Inc.	0000030353	11,000.00
			Line Description: General Training		
0248448	05/31/24	P	ECKERSALL LLC	0000025412	2,422.50
			Line Description: GIS Analyst		
0248449	05/31/24	P	Entrust Janitorial LLC	0000030309	875.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Janitorial Svcs @ 3190 Airport		
0248450	05/31/24	P	Eugene Tedeschi	0000030754	342.03
			Line Description: Refund Ambulance Fee		
0248451	05/31/24	P	Farhan Chowdhury	0000030269	90.00
			Line Description: Basketball Referee-5/22/24		
0248452	05/31/24	P	Fatima Gutierrez	0000030743	100.00
			Line Description: Refund Rec Dep 2008274.002		
0248453	05/31/24	P	Fuel Pros Inc	0000026476	750.00
			Line Description: CY DO Inspection-May 24 FS #6 DO Inspection-May 24 FS #2 DO Inspection-May 24		
0248454	05/31/24	P	GMS Elevator Services	0000028704	724.00
			Line Description: Elevator Svcs-5/3/24		
0248455	05/31/24	P	Galls LLC	0000002297	412.46
			Line Description: Uniform-Pallo Uniform		
0248456	05/31/24	P	Gillis & Panichapan Architects Inc	0000027487	1,775.00
			Line Description: CMPD Shoot Range Upgrade		
0248457	05/31/24	P	Grainger	0000002393	483.76
			Line Description: Hardware Hardware Pressure Spray Part Hardware		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 8

Run Date May 30,2024

Run Time 11:58:34 AM

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> Hardware Pressure Wash Part		
0248458	05/31/24	P	Hoag Memorial Hospital Presbyterian	0000002546	35.66
			<i>Line Description:</i> EMS Supplies Jan-Mar 2024		
0248459	05/31/24	P	Jesus Arevalo	0000030753	120.00
			<i>Line Description:</i> Refund Citation K170173 Refund Citation K169980		
0248460	05/31/24	P	Johnson Favaro LLP	0000023249	679.71
			<i>Line Description:</i> Lion Pk Proj Tjru 4/30/24		
0248461	05/31/24	P	LSA Associates Inc	0000003007	1,094.22
			<i>Line Description:</i> Parking Study Review Thru 4/30		
0248462	05/31/24	P	Learning Tree International	0000009019	6,323.00
			<i>Line Description:</i> Government Course Tuition SQR Server Reporting Svc		
0248463	05/31/24	P	Los Angeles Times	0000003000	865.02
			<i>Line Description:</i> Baker&Babb Traffic Signal Modi		
0248464	05/31/24	P	Maureen Ann Dion	0000030756	165.00
			<i>Line Description:</i> Refund Rec Dep 2008281.002 Refund Rec Dep 2008282.002		
0248465	05/31/24	P	Melad & Associates	0000005068	6,056.56
			<i>Line Description:</i> Plan Check Svc		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248466	05/31/24	P	Merrimac Energy Group	0000021566	12,871.91
		<i>Line Description:</i>	Diesel Fuel FS1 Diesel Fuel FS6 Diesel Fuel FS5 Diesel Fuel Corp Yard Diesel Fuel FS 2		
0248467	05/31/24	P	Michele Graham	0000016669	356.10
		<i>Line Description:</i>	Refund Permit BPCR-24-0143		
0248468	05/31/24	P	Nex Tech Systems Inc	0000020700	10,955.91
		<i>Line Description:</i>	Two Solar Rectangular Rapid FI		
0248469	05/31/24	P	Orange County Dept of Education	0000000442	1,200.00
		<i>Line Description:</i>	Refund Rec Dep 2008276.002 Refund Rec Dep 2008284.002 Refund Rec Dep 2008286.002 Refund Rec Dep 2008275.002		
0248470	05/31/24	P	Orange County Mosquito & Vector Control	0000021750	173.60
		<i>Line Description:</i>	Inspection Treatment FVP Apl24		
0248471	05/31/24	P	Prudential Overall Supply	0000025480	521.02
		<i>Line Description:</i>	Fleet Uniforms Apr 24 Parks Uniforms Apr 24 St Traffic Op Uniform Apr 24 Facility Uniforms Apr 24 Fleet Towel Svs Apr 24		
0248472	05/31/24	P	Quadient Inc	0000028798	431.97
		<i>Line Description:</i>	POSTAGE MACHINE SUPPLIES		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248473	05/31/24	P	Sean Simon	0000029869	90.00
			Line Description: Basketball Referee-5/22/24		
0248474	05/31/24	P	SoftwareONE Inc	0000024168	2,587.60
			Line Description: M365 G3 SUB USER		
0248475	05/31/24	P	South Coast Emergency Vehicle Services	0000003643	6,330.73
			Line Description: Stock-TPM Sensing Valve		
0248476	05/31/24	P	Southern California Edison Company	0000004088	2,397.61
			Line Description: FS1 4/22-5/20/24		
			3120 Manistee 4/23-5/21/24		
			3351 Sakioka 4/25-5/23/24		
			3349 Sakioka 4/25-5/23/24		
			555 1/2 Paularino 4/23-5/21/24		
			735 Baker 4/22-5/20/24		
0248477	05/31/24	P	Southern California Gas Company	0000004092	2,587.03
			Line Description: 717 James 4/18-5/17/24		
			BCC 4/23-5/22/24		
			DRC 4/18-5/17/24		
			Sr Ctr 4/18-5/17/24		
			FS#2 4/22-5/21/24		
			FS#5 4/19-5/20/24		
			567 W 18th 4/18-5/17/24		
			Pool 4/18-5/17/24		
			NHCC 4/18-5/17/24		
			FS#3 4/18-5/17/24		
			FS#1 4/23-5/2/24		
			FS#4 4/19-5/20/24		
			PD 4/19-5/20/24		
			2300 Placentia 2 4/19-5/20/24		
			2310 Placentia 4/19-5/20/24		
			1870 Anaheim 4/18-5/17/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Comm 4/19-5/20/24 721 James 4/18-5/17/24		
0248478	05/31/24	P	Southern California Shredding Inc	0000025605	185.00
			<i>Line Description:</i> On-Site Shredding Svs-May 24 On-Site Shredding May 2024		
0248479	05/31/24	P	Spectrum Gas Products	0000012653	253.60
			<i>Line Description:</i> Medical Cyl Rent Medical Lg Cyl Rent Medical Cyl Rent Medical Cyl Rent		
0248480	05/31/24	P	The Code Group Inc	0000025073	14,232.50
			<i>Line Description:</i> Consulting Plan Check Services Consulting Staff Services Consulting Staffing Services		
0248481	05/31/24	P	The Counseling Team International	0000026352	1,680.00
			<i>Line Description:</i> Employee Support Svc-Apr 24		
0248482	05/31/24	P	The Intersect Group, LLC	0000030170	3,191.60
			<i>Line Description:</i> Temp Staff Alexis WeekEnd 5/3 Temp Staff Dustin WeekEnd 5/3		
0248483	05/31/24	P	Tillmann Forensic Investigation LLC	0000025643	372.00
			<i>Line Description:</i> Fingerprint Srvs Apr 2024		
0248484	05/31/24	P	Tyler Technologies Inc	0000027279	14,656.00
			<i>Line Description:</i> SOFTWARE MAINTENANCE		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248485	05/31/24	P	Vanessa Garcia	0000023897	250.00
<i>Line Description:</i> Refund Rec Dep 2008277.002					
0248486	05/31/24	P	Vulcan Materials Company	0000007403	647.21
<i>Line Description:</i> Asphalt Pothole Sidewalk Ramps Asphalt Pothole Sidewalk Ramps Asphalt Pothole Sidewalk Ramps Asphalt Pothole Sidewalk Ramps					
0248487	05/31/24	P	WSP USA Environment & Infrastructure Inc	0000029873	4,196.98
<i>Line Description:</i> NPDES Industrial/Commercial In					
0248488	05/31/24	P	Ware Disposal Inc	0000000255	9,216.18
<i>Line Description:</i> Trash Service					
0248489	05/31/24	P	West Coast Fence Co	0000021495	895.00
<i>Line Description:</i> Canyon Pk Gate Repair					
TOTAL					\$605,832.35

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0245528	6/6/2024	V	Shaw HR Consulting Inc <i>Line Description:</i> Did not received payment.	0000021706	11/17/23	(3,200.00)
0247238	6/6/2024	V	United Industries <i>Line Description:</i> Did not received payment.	0000010867	03/15/24	(244.38)
0247726	6/6/2024	V	United Industries <i>Line Description:</i> Did not received payment.	0000010867	04/12/24	(172.29)
TOTAL						(\$3,616.67)

63,615.59
 1,931,628.88
 2,183.12
 (3,200.00)
 (244.38)
 (172.29)

 1,993,810.92

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017790	06/07/24	P	Carlos Diaz	0000013277	185.00
			Line Description: Flock Foward Conf		
017791	06/07/24	P	Complex Appellate Litigation Group LLP	0000030056	19,313.10
			Line Description: Insight Psychology v CM		
			Ohio House vs CM		
017792	06/07/24	P	Erik Rosado	0000018722	185.00
			Line Description: Traffic Safety Las Enf Forum		
017793	06/07/24	P	Jared Barnes	0000014094	1,192.00
			Line Description: Traffic Safety Law Enf Forum		
017794	06/07/24	P	Jones Mayer	0000014653	22,208.09
			Line Description: #122731-Gartem		
			#122737-Leaman		
			#122741-Nasiri		
			#122745-Oshiro		
			#122746-Rivera		
			#122734-Hurtado		
			#122748-Tippett		
			#122736-Jahanbin		
			#122740-Murtaugh		
			#122728-Cervantes		
			#122732-Hernandez		
			#122730-DBO Invest		
			#122725-AAA Marindale		
			#122733-High Seas Writ		
			#122738-Lehamn/Freeman		
			#122743-Ohio House LLC		
			#122735-Insight Psychology		
			#122729-D'Alessio Investment		
			#122727-Becker		
			#122726-Atalla		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: #122744-Olive #122742-Niles #122739-Moyer #122747-Schaefer		
017795	06/07/24	P	Kevin Christianson	0000029560	185.00
			Line Description: Traffic Safety Las Enf Forum		
017796	06/07/24	P	Matthew Richie	0000026628	185.00
			Line Description: Traffic Safety Law Enf Forum		
017797	06/07/24	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 24-12		
017798	06/07/24	P	Costa Mesa Employees Association	0000006284	4,335.01
			Line Description: Payroll Deduction 24-12		
017799	06/07/24	P	Costa Mesa Executive Club	0000006286	135.00
			Line Description: Payroll Deduction 24-12		
017800	06/07/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 24-12		
017801	06/07/24	P	Costa Mesa Police Association	0000001819	7,140.00
			Line Description: Payroll Deduction 24-12		
017802	06/07/24	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 24-12		
TOTAL					\$63,615.59

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248623	06/07/24	P	Amanda Kim	0000030668	553.85
			Line Description: Payroll Deduction 24-12		
0248624	06/07/24	P	CalPERS Long-Term Care Program	0000006287	85.42
			Line Description: Payroll Deduction 24-12		
0248625	06/07/24	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 24-12		
0248626	06/07/24	P	State of California	0000001546	484.50
			Line Description: Payroll Deduction 24-12		
0248627	06/07/24	P	State of California	0000001546	309.35
			Line Description: Payroll Deduction 24-12		
TOTAL					\$2,183.12

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248490	06/07/24	P	Admin Sure Inc	0000021568	34,278.00
			Line Description: Wkrs Comp Admin Fee		
			Wkrs Comp Admin Fee		
0248491	06/07/24	P	All American Asphalt	0000000971	90,491.66
			Line Description: Retention Payable #22-08		
			Pavement Rehab #22-08/#400015		
0248492	06/07/24	P	Atkinson Andelson Loya Ruud & Romo	0000027289	36,064.66
			Line Description: General Legal Svc-Apr 24		
			General Legal Svs-Mar 24		
			General Employment Advice-Nov		
0248493	06/07/24	P	Bound Tree Medical LLC	0000011695	15,600.99
			Line Description: EMS Supplies		
			EMS Supplies		
			EMS Supplies		
0248494	06/07/24	P	BrightView Landscape Services Inc	0000026055	16,568.62
			Line Description: Smallwood Pk Backflow Replcmnt		
			Golf Course Backflow Replcmnt		
			Plants Replacement-Jack Hammet		
			Irrigation Repair-May 2024		
0248495	06/07/24	P	Cabco Yellow Inc	0000028576	38,871.25
			Line Description: Sr Mobility Prog-Mar 2024		
			Sr Mobility Prog-Feb 2024		
			Sr Medical Tran-Feb 2024		
0248496	06/07/24	P	Charter Communications	0000011202	27,242.71
			Line Description: Dispatch Network Svs		
			Library Public WiFi		

Bank: CITY

Run Date Jun 06,2024

Cycle: AWKLY

Run Time 1:06:11 PM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: City Hall Video Svs
CH Hub Network Svs
NHCC Public WiFi
NHCC Network Svs
DRC Network Svs
BCC Network Svs
PD Public WiFi
PD Video Svs
City Hall Network Svs
West Side Substation Network S
Senior Center Internet/Video S
Fire Sta #4 Internet/Video Svs
City Hall Public WiFi
Corp Yard Network Svs
City Hall Internet Svs
Fire Sta #1 Network Svs
Fire Sta #2 Network Svs
Fire Sta #3 Network Svs
Fire Sta #4 Network Svs
Fire Sta #5 Network Svs
Fire Sta #6 Network Svs
Parks Admin Network Svs
Bridge Shelter Video Svs
CH Basement Internet Svs
PD Warehouse Network Svs
Senior Center Network Svs
Bridge Shelter Network Svs
Bridge Shelter Public WiFi
SCP Substation Network Svs
City Hall Network/Video Svs
Code Enforcement Network Svs
Parks @ Corp Yard Public WiFi

0248497	06/07/24	P	Debra L Reilly	0000027475	105,037.50
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Line Description: Workplace Investigation
Workplace Investigation
Workplace Investigation
Workplace Investigation

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248498	06/07/24	P	FALCK MOBILE HEALTH CORP.	0000019807	195,725.50
			Line Description: Surge Unit-Apr 2024 Ambulance Svc 5/16-5/31/24 Ambulance Svc 5/1-5/15/24		
0248499	06/07/24	P	Long Beach BMW	0000015745	67,211.07
			Line Description: 2024 BMW R1250RT- Police Motor Sales Tax 7.75% Shop Supply-Filters Brake Pads Other Fees: Doc Fees, Tire Fee Other Fees: Doc Fees, Tire Fee 2024 BMW R1250RT- Police Motor Sales Tax 7.75%		
0248500	06/07/24	P	Michael Baker International Inc	0000024229	25,075.00
			Line Description: Professional Services Agreemen		
0248501	06/07/24	P	NeWave Construction Inc	0000024108	16,287.75
			Line Description: 3rd Floor Recreation Renovatio		
0248502	06/07/24	P	Project Hope Alliance	0000027373	57,099.37
			Line Description: 3rd Qtr		
0248503	06/07/24	P	Raymond Ghermezian Professional Law Corp	0000030779	39,000.00
			Line Description: Trip&Fall Stlmnt-10/13/20		
0248504	06/07/24	P	SHI International Corp	0000016007	22,906.96
			Line Description: SALES TAX (7.75%) VERKADA CAMERA SWITCHES		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Run Date Jun 06,2024

Cycle: AWKLY

Run Time 1:06:11 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248505	06/07/24	P	The Lincoln National Life Insurance Co	0000030039	29,249.10
			Line Description: STD Ins Prem May 2024		
			STD Ins Prem June 2024		
0248506	06/07/24	P	Theodore Robins Ford	0000004245	458,838.71
			Line Description: Replacement for Unit 723		
			Replacement for Unit 731		
			Replacement for Unit 722		
			Replacement for Unit 702		
			Replacement for Unit 712		
0248507	06/07/24	P	Trellis	0000025584	18,073.48
			Line Description: 3rd Qtr Housing Support Svcs		
0248508	06/07/24	P	WatchGuard Video Inc	0000028510	369,002.27
			Line Description: Monthly Video System Agreement		
			Monthly Video System Agreement		
			Monthly Video System Agreement		
			Monthly Video System Agreement		
			Monthly Video System Agreement		
			Monthly Video System Agreement		
0248509	06/07/24	P	Wittman Enterprises LLC	0000026639	24,417.00
			Line Description: May 2024		
0248510	06/07/24	P	4Leaf Inc	0000029711	300.00
			Line Description: Plan Review-Apr 2024		
0248511	06/07/24	P	ARC	0000022726	5,459.80
			Line Description: July 4th Door Hangers		
			Annual Price Agreement		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248512	06/07/24	P	AT & T	0000001107	85.60
			Line Description: Internet-Skate Park Camera		
0248513	06/07/24	P	AT & T	0000001107	1,204.41
			Line Description: Red Phone Fire Sta#2		
			Red Phone Fire Sta#3		
			Red Phone Fire Sta#5		
			PRI Circuit Inbound Trunk		
			Metro Net		
			Fire Emergency Line		
			Jack Hamett Sports Complex		
			WSS Alarm		
			DRC Fire Alarm		
			Red Phone Fire Sta#1		
			Red Phone Fire Sta#4		
			Red Phone Fire Sta#6		
			Lions Park Baseball Field		
			NCC Fire Alarm		
0248514	06/07/24	P	Adam Ereth	0000029232	800.00
			Line Description: Planning Commission Mtng		
			Planning Commission Mtng		
0248515	06/07/24	P	Ai Ley Tan	0000029642	1,000.00
			Line Description: Yoga Sessions-Apr 2024		
0248516	06/07/24	P	Akeso Occupational Health	0000029274	177.00
			Line Description: Safety Physicals		
			DOT Testing		
			Safety Physical		
			Pre Employment Physical		
0248517	06/07/24	P	American Ninja Warrior Adventure Park	0000030763	1,500.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Field Trips-5/29/24		
0248518	06/07/24	P	Angely Vallarta	0000029193	800.00
			<i>Line Description:</i> Planning Comm Mtng-May 24 Planning Comm Mtng-Apr 24		
0248519	06/07/24	P	Arvi Cardones	0000030765	1,933.78
			<i>Line Description:</i> Refund Permit BPCC-24-0001		
0248520	06/07/24	P	BC Traffic Specialist	0000022225	5,279.95
			<i>Line Description:</i> Sales Tax 7.75% Balloon Light for DUI Check Po		
0248521	06/07/24	P	BTAC Training	0000029248	607.50
			<i>Line Description:</i> Fire Investigation Reports		
0248522	06/07/24	P	Barr Commercial Door Repair Inc	0000006300	1,752.55
			<i>Line Description:</i> Furnishing & Installing miller		
0248523	06/07/24	P	Black Forest LTD	0000030003	2,599.09
			<i>Line Description:</i> SERVICE PINS		
0248524	06/07/24	P	Blue Cross	0000005329	1,719.00
			<i>Line Description:</i> Refund Ambulance Fee		
0248525	06/07/24	P	Bob Hall & Associates	0000027193	6,664.00
			<i>Line Description:</i> Executive Recruitment		
0248526	06/07/24	P	Bureau Veritas North America Inc	0000016616	531.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Plan Check Consulting Svc		
0248527	06/07/24	P	CALED	0000029224	1,260.44
			Line Description: Mbrshp-Le City Membership		
0248528	06/07/24	P	CBE	0000015149	1,371.89
			Line Description: Copier Maint 4/5-5/4/24 Copier Maint 4/5-5/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 4/5-5/4/24		
0248529	06/07/24	P	CDW Government Inc	0000005402	477.80
			Line Description: COMPUTER EQUIPMENT		
0248530	06/07/24	P	Canon Financial Services Inc	0000023241	2,348.77
			Line Description: Copier Lease Apr 2024 Copier Lease May 24 Copier Lease 1/20-2/19/24 Copier Lease 5/20-6/19/24		
0248531	06/07/24	P	Cart Mart Inc	0000026134	36.62
			Line Description: Cable Brake, Park, Adj		
0248532	06/07/24	P	Citygate Associates	0000012070	3,586.47
			Line Description: Coverage Assessment		
0248533	06/07/24	P	CoStar Realty Information Inc	0000024413	600.00
			Line Description: License Agreement		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248534	06/07/24	P	Costa Mesa Boys Baseball Boosters Inc	0000030772	500.00
			Line Description: Refund Rec Dep 2008290.002		
0248535	06/07/24	P	County of Orange	0000003472	11,000.00
			Line Description: Trip & Fall Stlmnt-10/13/20		
0248536	06/07/24	P	David Martinez	0000014476	400.00
			Line Description: Planning Comm Mtng-May 24		
0248537	06/07/24	P	Dell Computer Corp	0000001962	2,311.48
			Line Description: COMPUTER EQUIPMENT COMPUTER EQUIPMENT		
0248538	06/07/24	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	366.40
			Line Description: PROFESSIONAL SERVICE AGREEMENT		
0248539	06/07/24	P	ECKERSALL LLC	0000025412	2,517.50
			Line Description: Sr GIS Analyst 5/1-5/15/24		
0248540	06/07/24	P	Eagle Print Dynamics	0000026736	2,074.20
			Line Description: Service Awards		
0248541	06/07/24	P	Everett Dorey LLP	0000026882	477.00
			Line Description: General Matter Svc-Apr 2024		
0248542	06/07/24	P	Expo Propane Inc	0000017819	332.50
			Line Description: Fuel		
0248543	06/07/24	P	FM Thomas Air Conditioning Inc	0000017151	5,481.38

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: HVAC Maint-May 2024		
0248544	06/07/24	P	Farhan Chowdhury	0000030269	90.00
			Line Description: Basketball Referee-6/3/24		
0248545	06/07/24	P	Ferguson Enterprises Inc #1350	0000007785	121.72
			Line Description: Plumbing Supplies Plumbing Supplies		
0248546	06/07/24	P	FireStats LLC	0000026188	1,250.00
			Line Description: Firestats Data Anlys-Apr 24		
0248547	06/07/24	P	Fuel Pros Inc	0000026476	1,567.00
			Line Description: Annual Monitoring Cert Annual Monitor Cert-FS #2		
0248548	06/07/24	P	Galls LLC	0000002297	1,014.32
			Line Description: Uniform-Ferreyra		
0248549	06/07/24	P	Gillis & Panichapan Architects Inc	0000027487	880.00
			Line Description: Professional Services Agreemen		
0248550	06/07/24	P	Hanks Electrical Supplies	0000002445	70.38
			Line Description: Electrical Supplies Electrical Supplies		
0248551	06/07/24	P	IDS Group Inc	0000022643	631.20
			Line Description: IT Office/Trng Room Proj		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248552	06/07/24	P	Ignacia Rodriguez	0000030769	122.87
			Line Description: Refund Ambulance Fee		
0248553	06/07/24	P	JJ TecSolutions	0000030360	11,661.52
			Line Description: Phone/Data Cabling		
0248554	06/07/24	P	James Snordan	0000029974	90.00
			Line Description: Basketball Referee-6/3/24		
0248555	06/07/24	P	Jenn David	0000030766	516.64
			Line Description: Refund Ambulance Fee		
0248556	06/07/24	P	Jimmy Vivar	0000029412	400.00
			Line Description: Planning Comm Mtng-Apr 24		
0248557	06/07/24	P	Johns Incredible Pizza Co	0000030764	1,540.10
			Line Description: Day Camp Excursion-6/20/24		
0248558	06/07/24	P	Jonathan Zich	0000026312	800.00
			Line Description: Planning Comm Mtng-May 24		
			PLanning Comm Mtng-Apr 24		
0248559	06/07/24	P	Jose Rojas	0000029411	800.00
			Line Description: Planning Comm Mtng-May 24		
			Planning Comm Mtng-Apr 24		
0248560	06/07/24	P	Kaliscapes	0000030776	500.00
			Line Description: Refund Permit RCON-24-1742		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248561	06/07/24	P	Karen Klepack	0000030322	800.00
			Line Description: Planning Commission Mtng Planning Commission Mtng		
0248562	06/07/24	P	Kramar Madnick LLP	0000029771	275.00
			Line Description: RefundSubpoena Dep001-00365562		
0248563	06/07/24	P	Lester L Sacks MD Inc	0000002946	2,300.00
			Line Description: Annual Review Required by Titl		
0248564	06/07/24	P	Linda Macedonia	0000030770	200.00
			Line Description: Refund Ambulance Fee		
0248565	06/07/24	P	Michelle Conrad	0000030771	104.00
			Line Description: Refund Rec Dep 2008289.002		
0248566	06/07/24	P	Mideo Systems, Inc	0000029225	4,559.87
			Line Description: MAINTENANCE RENEWAL		
0248567	06/07/24	P	Moore Iacofano Goltsman Inc	0000016407	14,681.00
			Line Description: FVP Master Plan Update PSA FVP Mesa Restoration Apr 2024		
0248568	06/07/24	P	National Safety Compliance Inc	0000020714	145.50
			Line Description: DOT Testing		
0248569	06/07/24	P	National Testing Network Inc	0000024976	2,250.00
			Line Description: ANNUAL MEMBERSHIP ANNUAL MEMBERSHIP ANNUAL MEMBERSHIP		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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>
0248570	06/07/24	P	Nereida Garcia	0000030775	500.00
			<i>Line Description:</i> Refund Rec Dep 2008322.002		
0248571	06/07/24	P	Nickell Nickell 5 cents Games	0000030180	900.00
			<i>Line Description:</i> Camp CM Field Trip-6/11/24		
0248572	06/07/24	P	Noridian Medicare JE Part B	0000028718	407.84
			<i>Line Description:</i> Refund Ambulance Fee		
0248573	06/07/24	P	O Neil Storage	0000018395	137.63
			<i>Line Description:</i> Document Storage		
0248574	06/07/24	P	Occu Med	0000003388	4,777.84
			<i>Line Description:</i> Pre-Employment Pre-Employment		
0248575	06/07/24	P	Office Depot	0000003394	6,754.18
			<i>Line Description:</i> Office Supplies- Police AC Office Supplies-City Clerk Office Supplies-Engineering Office Supplies-Public Srvs Office Supplies- City Manager Office Supplies-Police Invest Office Supplies- Ceo-Comms & M Office Supplies- Police Record Office Supplies-Police AC Office Supplies-Elections Office Supplies-Admin Rec Office Supplies- Fire Office Supplies- Finance		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248576	06/07/24	P	Omari Smith	0000029906	90.00
			Line Description: Basketball Referee-5/29/24		
0248577	06/07/24	P	Orange County Dept of Education	0000000442	1,430.00
			Line Description: Refund Rec Dep 2008323.002		
			Refund Rec Dep 2008324.002		
			Refund Rec Dep 2008288.002		
			Refund Rec Dep 2008321.002		
0248578	06/07/24	P	Pacific Advanced Civil Engineering Inc	0000014386	6,075.00
			Line Description: Annual CIP Budget Programming		
0248579	06/07/24	P	Pacific Fire Supression	0000030777	572.60
			Line Description: Refund Permit FAEC-24-0063		
0248580	06/07/24	P	Peckham & McKenney Corp	0000030678	8,833.33
			Line Description: EXECUTIVE RECRUITMENT SERVICES		
0248581	06/07/24	P	Permit Management Solutions	0000024925	702.00
			Line Description: Consulting Staffing Svcs		
0248582	06/07/24	P	Proactive Engineering Consultants Inc	0000028916	780.00
			Line Description: Westside Storm Drain Improvmnt		
0248583	06/07/24	P	Prudential Overall Supply	0000025480	102.96
			Line Description: 23-24 Uniform Rental-P Lopez		
0248584	06/07/24	P	Pure Financial Advisors Inc	0000030774	100.00
			Line Description: Refund Rec Dep 2008291.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248585	06/07/24	P	Ralph Andersen & Associates	0000005601	1,800.00
			Line Description: Executive Recruitment		
0248586	06/07/24	P	Regal Medical Group	0000027848	1,974.14
			Line Description: Refund Ambulance Fee		
0248587	06/07/24	P	Russell Toler	0000029127	800.00
			Line Description: Planning Comm Mtng-Apr 24		
			Planning Comm Mtng-May 24		
0248588	06/07/24	P	Shaw HR Consulting Inc	0000021706	4,825.00
			Line Description: Reasonable Accommodation		
			Reasonable Accommodation		
			Reasonable Accommodation		
			Reasonable Accommodation		
			Reasonable Accommodation		
			Reasonable Accommodation		
0248589	06/07/24	P	Sign Depot	0000004018	2,433.04
			Line Description: Signs for 3rd Floor/Lobby		
0248590	06/07/24	P	SiteOne Landscape Supply LLC	0000024133	547.86
			Line Description: Backflow Parts		
0248591	06/07/24	P	South Coast Air Quality Mgmt District	0000003939	715.92
			Line Description: Reg Fee 2024 Rule 2202		
0248592	06/07/24	P	Southern California Edison Company	0000004088	12,141.26
			Line Description: Volcom Skate Park 5/2-6/2/24		
			885 Junipero 5/2-6/2/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 980 Arlington 5/2-6/2/24 1035 Park Crest 5/2-6/2/24 1845 Park 4/29-5/28/24 1860 Anaheim 4/30-5/29/24 702 Victoria 4/30-5/29/24 702 1/2 Victoria 4/30-5/29/24 Sr Ctr 4/29-5/28/24 1624 Gisler 5/1-5/30/24 3129 Harbor 5/1-5/30/24 1071 Bristol 3/19-5/16/24 1860 Anaheim 4/29-5/28/24		
0248593	06/07/24	P	Southern California Gas Company	0000004092	153.09
			<i>Line Description:</i> FS#6 4/25-5/24/24		
0248594	06/07/24	P	Southern California Shredding Inc	0000025605	40.00
			<i>Line Description:</i> DOC Shredding HR		
0248595	06/07/24	P	Sparkletts	0000015725	230.81
			<i>Line Description:</i> Water Delivery Svcs - Fire		
0248596	06/07/24	P	Spectrum Gas Products	0000012653	552.32
			<i>Line Description:</i> Medical Lg Cyl Rent Medical Cyl Rent Oxygen Medical Oxygen Medical Medical Lg Cyl Rent Medical Cyl Rent Medical Cyl Rent		
0248597	06/07/24	P	Stantec Consulting Services Inc	0000008310	2,207.50
			<i>Line Description:</i> Consulting Svcs-Raising Canes		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248598	06/07/24	P	State of California Dept of Justice	0000001534	637.00
			Line Description: Livescan/Fingerprinting Servic		
			Livescan/Fingerprinting Servic		
0248599	06/07/24	P	Stryker Sales Corp	0000022385	1,260.00
			Line Description: EMS PM ONLY - 6 GURNEYS		
			EMS PM ONLY - 6 GURNEYS		
			EMS PM ONLY - 6 GURNEYS		
			EMS PM ONLY - 6 GURNEYS		
			EMS PM ONLY - 6 GURNEYS		
			EMS PM ONLY - 6 GURNEYS		
0248600	06/07/24	P	Switzer Assoc Leadership Solutions	0000029731	4,497.50
			Line Description: Consulting		
			Consulting		
0248601	06/07/24	P	Talimar Systems Inc	0000025939	1,023.63
			Line Description: 12' Run of Panels including (6		
			Installation		
			Sales Tax 7.75%		
0248602	06/07/24	P	Tenet Healthcare	0000030575	267.56
			Line Description: Refund Ambulance Fee		
0248603	06/07/24	P	Terrell Thorogood	0000030424	90.00
			Line Description: Basketball Referee-5/29/24		
0248604	06/07/24	P	Terry Leftgoff	0000030768	100.69
			Line Description: Refund Ambulance Fee		
0248605	06/07/24	P	The Code Group Inc	0000025073	6,870.00

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Consulting Staff Srvs		
0248606	06/07/24	P	The Intersect Group, LLC	0000030170	7,401.73
			Line Description: Temp Alexis L Week End 5/30		
			Temp Alexis L Week End 5/23		
			Temp Alexis L Week End 5/9		
			Temp Dustin C Week End 5/9		
			Temp Dustin C Week End 5/23		
			Temp Dustin C Week End 5/31		
0248607	06/07/24	P	The Solis Group	0000030649	3,216.00
			Line Description: Community Workforce Agreement		
			Community Workforce Agreement		
0248608	06/07/24	P	Third Wave Corporation	0000025874	3,488.00
			Line Description: ERP Thirdwave		
0248609	06/07/24	P	Top Team Photography	0000029932	1,000.00
			Line Description: Photographer Srvs Award		
0248610	06/07/24	P	Townsend Public Affairs Inc	0000021510	6,500.00
			Line Description: Legislative&Grant Writing June		
0248611	06/07/24	P	Tricare	0000029184	104.04
			Line Description: Refund Ambulance Fee		
0248612	06/07/24	P	Turnout Maintenance Company LLC	0000020182	1,608.15
			Line Description: Cleaned-Fire Apparel		
			Cleaned-Fire Apparel		
			Cleaned Fire Apparel		
			Cleaned-Fire Apparel		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248613	06/07/24	P	US Bank	0000002228	5,556.48
			Line Description: Payroll Deduction 24-10		
0248614	06/07/24	P	United Industries	0000010867	416.67
			Line Description: Safety Items @ Warehouse		
			Safety Items @ Warehouse		
			Safety Items @ Warehouse		
			Safety Items @ Warehouse		
0248615	06/07/24	P	Vedat Demir	0000030773	601.47
			Line Description: Refund Permit BC23-00480		
0248616	06/07/24	P	Verified First LLC	0000027240	200.00
			Line Description: Pre-Employment Credit Checks		
			Pre-Employment Credit Checks		
0248617	06/07/24	P	Verizon Wireless	0000008717	6,743.71
			Line Description: WIRELESS PHONE 3/18-4/17/24		
			FIRE IPADS 3/18-4/17/24		
			WIRELESS PHONE 4/18-5/17/24		
			WIRELESS PHONE 4/18-5/17/24		
			WIRELESS PHONE 4/18-5/17/24		
0248618	06/07/24	P	Vivian Truong	0000030767	894.40
			Line Description: Refund Ambulance Fee		
0248619	06/07/24	P	Vulcan Materials Company	0000007403	634.96
			Line Description: Asphalt Pothole Sidewalk Ramps		
			Asphalt Potholes Sidewalk Ramp		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jun 06,2024

Run Time 1:06:11 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>
0248620	06/07/24	P	Waterline Technologies Inc	0000014520	398.72
			<i>Line Description:</i> DRC-Pool Treatment		
0248621	06/07/24	P	West Coast Fence Co	0000021495	3,896.00
			<i>Line Description:</i> Gate Repairs at Bark Park		
			Chain Link Repairs Canyon Park		
			Replaced Dugout Screens Tewink		
0248622	06/07/24	P	Yunex LLC	0000029573	11,669.00
			<i>Line Description:</i> Callout April 2024		
TOTAL					\$1,931,628.88



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-261

Meeting Date: 6/18/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approved the minutes of the regular meeting of June 4, 2024.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY JUNE 4, 2024 – 6:00 P.M. - MINUTES

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

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

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

ROLL CALL

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

Absent: Council Member Harper.

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on statistics and the lack of enforcement of the permit parking program and spoke against eliminating one drive lane on West 19th Street.

Jay Humphrey, Costa Mesa, spoke in appreciation of the improvements on Adams Avenue.

Lynn Redman, Costa Mesa, spoke on his sons tree restoration project at Fairview Park.

Speaker, Costa Mesa, spoke on the lack of parking enforcement in the College Park permit parking area, and spoke against development.

Speaker, spoke on Measure K and Measure Y and spoke on donations by Rose Equities.

Cynthia McDonald spoke on Pride Month, publishing the agenda sooner, and spoke on adopting an ethics policy.

Speaker, requested agenda reports be printed double sided.

Speaker, Resilience Orange County, spoke on street conditions on Center Street and the possibility of a community meeting, spoke on hosting a tenants know your rights meeting, and requested the agendas be published sooner.

Juana Trejo expressed appreciation on the City offering the Zoom option and expressed concern on graffiti and gang activity.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds expressed appreciation on the poem by Pastor Nolf, expressed appreciation to Resilience Orange County for their services, expressed appreciation to the Freedom Committee for the Memorial Day event, spoke in support of Pride Month, spoke on attending the Bike Safety Education event, requested a presentation on the Bike Safety Program, acknowledged staff who were involved in the Access Costa Mesa Resource Fair, and spoke on attending an event honoring Robert Santana Chief Executive Officer of the Orange County Boys and Girls Club who received an award.

Council Member Chavez congratulated graduates and expressed appreciation for public safety teams attending graduation events, spoke on the Costa Mesa 311 application to report graffiti and vandalism, spoke on public safety and traffic enhancements, and spoke on receiving the agenda sooner.

Council Member Gameros thanked the Freedom Committee for the Memorial Day event, spoke on park improvements for youth sports, and encouraged residents to contact him for assistance.

Council Member Marr spoke on Pride Month, spoke on the skate park community meeting and submitting comments, attending the Project Hope Alliance gala, spoke on allowing beekeeping, and spoke on parking concerns in the College Park area and requested a briefing on enforcement, and on parking enforcement during the Fair.

Mayor Pro Tem Harlan spoke on attending the Newport Mesa Soccer Classic, requested an update on Tessa and the Economic Development Strategic Plan, requested a Legislative Committee Report, requested an update on Harper Park, and requested for Council review a CIP threshold increase.

Mayor Stephens spoke on attending the Newport Mesa Soccer Classic, spoke on the Animal Services Committee and a beekeeping policy, the Michaels store reopening, appreciates the Adams Ave. improvements, spoke on the ambulance transport system, the July 3rd event at the Fairgrounds, the OCTA Measure M2 reports, praised the Public Works Department, and spoke on Pride Month.

REPORT – CITY MANAGER – NONE.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve the Consent Calendar except for Item No. 10.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

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

ACTION:

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

2. **READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Aaron Davis, Gregory Fort, Judith Leik, Nicholas Anthony Viscome.

3. **ADOPTION OF WARRANT RESOLUTION**

ACTION:

City Council approved Warrant Resolution No. 2718.

4. **MINUTES**

ACTION:

City Council approved the minutes of the regular meetings of May 7, 2024 and May 21, 2024, and the Study Session meeting of May 14, 2024.

5. **RESOLUTIONS RELATING TO THE CALLING OF THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024**

ACTION:

1. City Council adopted Resolution No. 2024-23, to be read by title only and waived further reading, calling and giving notice to conduct a General Municipal Election on November 5, 2024 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the first, second, and sixth districts, for the full term of four years.

2. Adopted Resolution No. 2024-24, to be read by title only and waived further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.
3. Adopted Resolution No. 2024-25, to be read by title only and waived further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 5, 2024.

6. SB 1205 COMPLIANCE REPORT FOR 2023 STATE-MANDATED ANNUAL FIRE INSPECTIONS

ACTION:

City Council adopted Resolution No. 2024-26 to accept the Compliance Report on the status of all 2023 state-mandated annual fire inspections in the City as required by California Health and Safety Code Section 13146.4.

7. AMENDMENT NO. TWO TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT WITH FALCK MOBILE HEALTH CORPORATION FOR AMBULANCE SERVICES

ACTION:

City Council approved Amendment Number Two to the Professional Services Agreement with Falck Mobile Health Corporation (Previously known as Care Ambulance) to extend the term for the continuation of emergency ambulance operator and support services until July 31, 2026, and to provide a 2.5% increase in the Annual Compensation Package for each of the next two years.

8. TWO YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COST RECOVERY SERVICES RFP 18-03

ACTION:

1. City Council approved Amendment Number Two to extend the term of the Professional Services Agreement for Ambulance Billing and Cost Recovery Services between Wittman Enterprises, LLC and the City of Costa Mesa for two (2) additional years to July 31, 2026 and to increase the per call cost.

2. Authorized the City Manager to execute the Amendment.

9. REJECT SOLE BID RECEIVED FOR THE TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT, CITY PROJECT NO. 23-10

ACTION:

City Council rejected the sole bid received for the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 23-10.

11. ACCEPTANCE OF THE CITY HALL FIRE ALARM SYSTEM UPGRADE AND COMMUNICATION FIRE SUPPRESSION SYSTEM PROJECT - PHASE II, CITY PROJECT NO. 19-14

ACTION:

1. City Council accepted the work performed by Johnson Controls International (JCI), 12728 Shoemaker Avenue, Santa Fe Springs, CA 90670, for the City Hall Fire Alarm System Upgrade and Communication Fire Suppression System Project - Phase II, City Project No. 19-14, and authorized the City Clerk to file the Notice of Completion.
2. Authorized the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

12. RENEWED MEASURE M (M2) ELIGIBILITY

ACTION:

1. City Council approved the City's Maintenance of Effort (MOE) for Fiscal Year (FY) 2024-25.
2. Approved the M2 Seven-Year Capital Improvement Program (CIP) comprising the City's Five-Year and future year CIP for FY 2024-25 through FY 2030-31.
3. Adopted Resolution No. 2024-28, for the Update of the Pavement Management Plan.
4. Authorized staff to submit documents to meet M2 Eligibility requirements.

13. REJECT ALL BIDS RECEIVED FOR THE CAT6 STRUCTURED CABLE AND VERKADA CAMERA INSTALLATION SERVICES REQUEST FOR PROPOSAL NUMBER 24-03

ACTION:

City Council rejected all bids for the CAT6 Structured Cable and Verkada Camera Installation Services Request for Proposal Number 24-03, and directed staff to re-advertise the project.

ITEMS PULLED FROM THE CONSENT CALENDAR

10. RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Public Comments:

Speaker, thanked the Public Works staff and City Council for their support of active transportation and noted a correction on the resolution to include the 3 listed roads from the staff report instead of Fairview Road.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation with the correction on the resolution to include the 3 listed roads from the staff report instead of Fairview Road.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council adopted Resolution No. 2024-27, approving Harbor Boulevard, West 17th Street, and Gisler Avenue roadway rehabilitation projects for funding with Road Maintenance and Rehabilitation Account (RMRA) revenues for Fiscal Year 2024-25.

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

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Reorder the agenda and consider New Business Item No. 1 Prior to the Public Hearings.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

NEW BUSINESS:

- 1. ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA FIRE MANAGEMENT ASSOCIATION (CMFMA) AND THE ADOPTION OF ACCOMPANYING SALARY RESOLUTION FOR CMFMA**

Presentation by Ms. Lee, Human Resources Manager.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council approved and adopted the Memorandum of Understanding between the City of Costa Mesa and CMFMA.
2. Approved and Adopted Resolution No. 2024-36 revising the pay ranges for CMFMA.
3. Authorized the City Manager and members of the City's Negotiation Team to execute the Memorandum of Understanding documents.

PUBLIC HEARINGS:

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

1. BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION TO LEVY ANNUAL ASSESSMENT

Presentation by Ms. Jakher, Assistant to the City Manager.

Paulette Lombardi-Fries, President, Travel Costa Mesa spoke on the item and provided a video.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council conducted a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2024-2025.
2. Adopted Resolution No. 2024-29, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2024-2025 for the Business Improvement Area covering certain Costa Mesa hotels and motels.
3. Adopted the Fiscal Year 2024-25 Community-Wide Marketing and Support Budget.

2. FIRST READING OF ORDINANCES APPROVING DEVELOPMENT AGREEMENT (DA-20-02), REZONE (R-20-01), AND SPECIFIC PLAN (SP-20-01), AND ADOPTION OF RESOLUTION AMENDING CERTAIN CONDITIONS OF APPROVAL FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE

Ex parte communications: Mayor Stephens, Mayor Pro Tem Harlan, and Council Members Chavez and Marr spoke with the applicant.

Presentation by Mr. Rodrigues, Planning and Sustainable Development Manager.

Mr. Stoll, applicant, representing Rose Equities, spoke on the project.

Public Comments:

Speaker, spoke on public noticing, environmental reviews, fees, formal legal opinion and ex facto opinion on Measure Y, and played a video of the council speaking on the issue on June 15, 2021.

Cynthia McDonald, Costa Mesa, spoke on a summary of Measure Y and Measure K, the effective dates of the ordinances, and spoke on the project going to a vote of the people.

Diana Denny, Costa Mesa, spoke on Measure Y, vertical landscaping, legal language pertaining to not having to go to a vote of the people, concerns on traffic, and light pollution.

Jay Humphrey, Costa Mesa, echoed previous speakers, spoke on the 3% interest rate is too low, the phasing of fees, and requested fees up front and not in 5 years.

Scott Smith, Costa Mesa, requested the project go to a vote of the people, and 3% interest rate is too low.

Speaker, Costa Mesa, spoke on the artwork, visual blight, in opposition of LED signs, explained that vertical landscaping is for sound, encouraged home ownership, spoke on density, and requested the project to go to a vote of the people.

Speaker, played a video from a council meeting on June 15, 2021, and requested the project to go to a vote of the people.

Priscilla Rocco, Costa Mesa, spoke on sending the project to a vote of the people, spoke on increasing the 3% interest rate, and spoke on keeping the vertical landscaping.

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Approve staff recommendation.

Council Member Marr requested that the final design of the public art display shall be subject to review and final approval by the Planning Commission, maintain the vertical landscaping requirement, and clarify requirements on the art display and Building A prior to submission.

Council Member Chavez (1st) agreed to the change.

Mayor Stephens requested to add the wording from slide 9 of the presentation regarding allowing the Arts Commission and Planning Commission to relax or eliminate the vertical landscaping requirements where appropriate.

Council Member Chavez (1st) and Council Member Marr (2nd) agreed to the change.

Council Member Reynolds requested phased payments, no later than 5 years or before the issuance of all certificates of occupancy whichever is sooner.

Council Member Chavez (1st) and Council Member Marr (2nd) agreed to the change.

Ms. Hall Barlow, City Attorney, clarified corrections on the proper name to Costa Mesa Sunflower, LLC, will be made on the resolution, ordinances, and development agreement.

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Approve staff recommendation with the following changes:

- Keep consistent with Planning Commission recommendations and maintain Planning Commission as the final approval for the final design of the public art display, maintain vertical landscaping requirement, and clarify requirements on the art display and Building A prior to submission.
- Add the wording from slide 9 of the presentation regarding allowing the Arts Commission and Planning Commission to relax or eliminate the vertical landscaping requirements where appropriate.
- Phased payments, no later than 5 years or before the issuance of all certificates of occupancy whichever is sooner.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council found that the amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and

statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.

2. Introduced for first reading, by title only, Ordinance No. 2024-05 approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to no later than the earlier of either five years from the date of the first issuance of building permit “Construction Date”, or final inspection approval for the project’s last residential unit.
3. Introduced for first reading, by title only, Ordinance No. 2024-06 approving Rezone 20-01.
4. Introduced for first reading, by title only, Ordinance No. 2024-07 approving Specific Plan 20-01.
5. Adopted Resolution 2024-30 amending certain conditions of approval of Resolution 2021-55 regarding the artwork on Building A along the I-405 Freeway.

3. **FISCAL YEAR 2024-25 PROPOSED OPERATING AND CAPITAL IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET**

Presentation by Ms. Molina, Finance Director.

Public Comments:

Speaker, expressed concerns using the park land acquisition funds as the fund is hard to replenish, and spoke on adding more park space.

Speaker, Resilience Orange County, spoke in support of tenants, spoke on a better method of tracking evictions, spoke on a rental registry and mapping out where evictions are taking place and the data to be published.

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

MOTION: Approve staff recommendation with the following changes:

- Incorporate up to \$10,000 from the current fiscal year into the Arts and Culture Master Plan budget.
- Add the Santa Ana bike lane to the CIP list.
- Do not reallocate the \$350,000 from the park land acquisition fund, and defer the Open Space Master Plan.

Council Member Gameros requested a 1st time homebuyers plan for Public Safety.

Ms. Farrell Harrison, City Manager, indicated staff will bring the plan back with guidelines at a later date.

Mayor Pro Tem Harlan clarified that Brentwood Park was funded last year and will proceed.

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

MOTION: Approve staff recommendation with the following changes:

- Incorporate up to \$10,000 from the current fiscal year into the Arts and Culture Master Plan budget.
- Add the Santa Ana bike lane to the CIP list.
- Do not reallocate the \$350,000 from the park land acquisition fund, and defer the Open Space Master Plan.
- Include a 1st time homebuyers plan for Public Safety.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council approved Resolution 2024-31, adopting the Proposed Fiscal Year 2024-25 Operating and Capital Improvement Program (CIP) Budget; and
2. Approved Joint Resolution 2024-32 adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2024-25; and
3. Authorized and approved staffing as follows:
 - a. Authorized the following full-time positions: increase of 3.0 FTE for Community Outreach Worker for Homeless Services, decrease of 1.0 FTE Community Outreach Worker for the Tenant Eviction Protection Program, and a decrease of 1.0 FTE Code Enforcement Officer for the Tenant Eviction Protection Program for a net increase of 1.0 FTE as presented at the May 14, 2024 Study Session; and
 - b. Authorized the following part-time to full-time conversions: Accounting Specialist II in the Police Department for a 0.37 FTE increase due to the increased responsibilities, heavy workload and succession planning purposes, as presented at the May 14, 2024 Study Session; and
 - c. Authorized a 0.75 part-time Accounting Specialist II in the Finance Department to help support the processing of invoices and a 0.50 part-time Maintenance Worker in the Public Works Department to support the Signs and Markings Program as presented at the May 14, 2024 Study Session; and
 - d. Approved Salary and Classification Updates Resolution 2024-35 (various CMCEA classifications)
4. Approved Resolution 2024-33 establishing the Fiscal Year 2024-2025 Appropriations Limit for the City of Costa Mesa at \$310,115,684, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment; and

5. Approved the City of Costa Mesa's Revised Special Event Rates; and
6. City Council complied with AB 481 Police Equipment Report and Resolution:
 - a. Received and filed the 2024 Annual AB 481 Report and took public comment; and
 - b. Approved Resolution 2024-34 Renewing Ordinance No. 2022-03, the AB 481 Equipment Use Policy of the City of Costa Mesa, California, governing the use of police safety equipment.

OLD BUSINESS: NONE.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:14 p.m.

Minutes adopted on this 18th day of June, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-227

Meeting Date: 6/18/2024

TITLE:

CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM AND GRANT FOR COMMUNITY BASED TRANSIT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed contract with Circuit Transit, Inc. for the Clean Mobility Options (CMO) Voucher Pilot Program in an amount not to exceed \$500,000 annually, for a term of three (3) years after commencement of on-demand transit services.
2. Authorize the City Manager and City Clerk to execute the agreement and future amendments to the agreement within the budgeted amount.

BACKGROUND:

The Clean Mobility Options Voucher Pilot Program is a statewide initiative and grant program that provides voucher-based funding for zero-emission carsharing, carpooling/vanpooling, innovative transit services, and on-demand ride services in California's historically underserved communities. The CMO program goals are as follows:

- Increase clean mobility options for low-income and disadvantaged communities.
- Provide community driven mobility solutions throughout the State.
- Improve access to clean mobility options that are safe, reliable, convenient, and affordable.
- Reduce greenhouse gas emissions and criteria pollutants.

City staff submitted a grant application in August 2023 in cooperation with Circuit Transit Inc. for CMO funds to create and implement an on-demand community shuttle pilot program. On October 9, 2023, the CMO Program Administrator notified the City of their intent to award CMO funds in the amount of \$1,500,000 for a three-year grant period (\$500,000 per year for three years).

On January 16, 2024, the City Council adopted Resolution No. 2024-01 (Attachment 2) to approve participation in the CMO project, accept the funds, comply with the requirements of the program, and authorize the Mayor, or designee, to execute approval of the CMO Voucher. The CMO Program Administration Team provided the draft CMO Voucher Agreement to City staff for review and execution on April 18, 2024. The draft CMO Voucher Agreement has been reviewed by the City Attorney's Office and is provided as Attachment 1.

On-Demand Transit Services for the CMO Pilot Program would begin in approximately three months following the execution of the proposed contract with Circuit Transit, Inc.

ANALYSIS:

In the application for the CMO Voucher Pilot Program, the City of Costa Mesa proposed to partner with Circuit Transit, Inc., an experienced micro transit vendor, to operate an "on-demand" transit project with an all-electric vehicle fleet. Circuit Transit, Inc. has over ten (10) years of experience providing on-demand transit services with operations in seven (7) states and the District of Columbia, with a team of over 500 in-house, EV trained employees. In Southern California, Circuit Transit has contracts in Huntington Beach, Los Angeles, Long Beach, Seal Beach, Oceanside, Carlsbad, Palm Desert, San Diego, Coronado, Chula Vista, and Catalina Island. In addition, Circuit Transit's custom proprietary mobile application for requesting rides is available for Androids and iPhones in English and Spanish, with the ability to add additional languages to the platform as needed. Circuit Transit has successful experience operating CMO funded pilot programs, including meeting data reporting requirements and performance metrics.

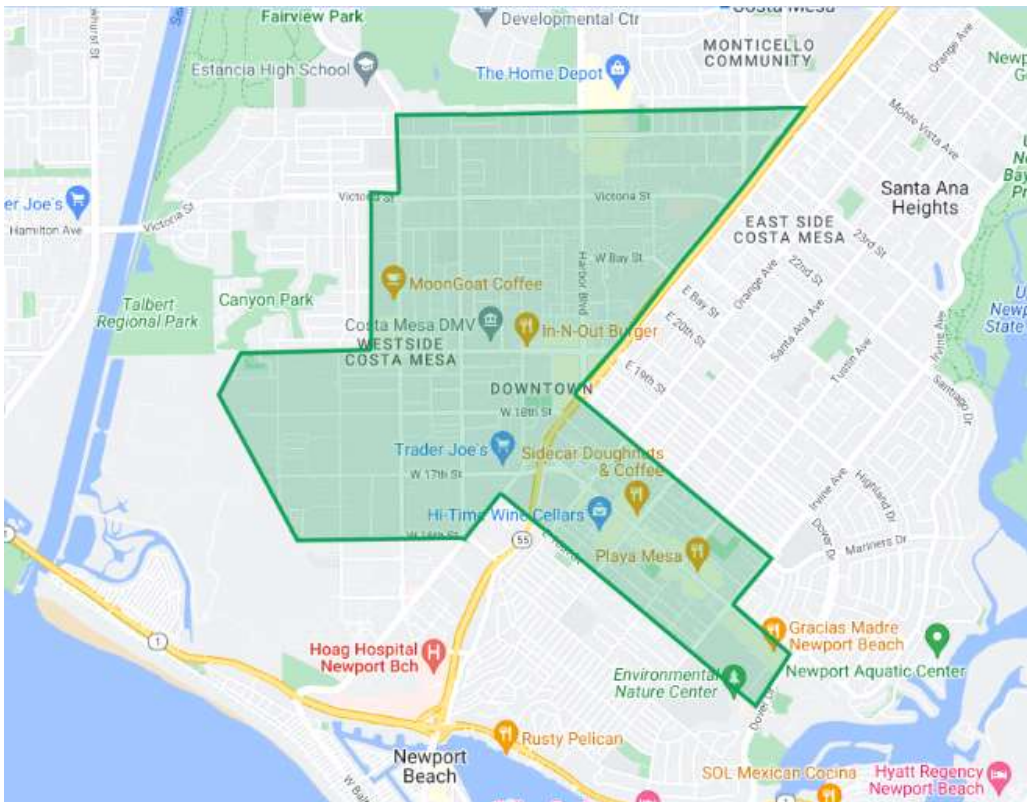
The project application for the CMO Voucher Pilot Program with Circuit Transit, Inc. included a proposed operations plan and budget for on-demand transit services. Per the project application and proposed contract with Circuit Transit, Inc., the proposed initial operating plan would have a total of three (3) electric vehicles operating up to 10 hours per day, 7 days a week, with adjustments made based on feedback from the public and service data to best align with the needs of the community. The proposed three electric vehicles consist of two (2) sedans and one (1) ADA accessible van with wheelchair storage space. As per the CMO Voucher Agreement, the proposed operator, Circuit Transit, Inc., would lease the three electric vehicles and the City of Costa Mesa will provide three (3) dedicated parking spaces with charging facilities at the City Corp. Yard as part of the commitment to the CMO pilot program. The electric vehicle charging equipment and installation costs are included as part of the CMO Voucher Pilot Program.

The CMO Voucher Pilot Program provides service to primarily disadvantaged and low-income communities. The proposed service area will be provided primarily in the SB 535 Disadvantaged Communities and AB 1550 Low-income Communities west of Newport Boulevard and connecting these neighborhoods with the West 19th Street Corridor and the 17th Street Corridor.

While less of 17th Street is geographically designated as Disadvantaged or Low-Income, it includes important transit connections to OCTA Route 55, grocery stores, shopping, and job centers. The focus of the service area will be on key destinations for the local population and visitors, including healthcare, transportation hubs, grocery, senior living facilities, and other destinations as determined through community feedback. The City of Costa Mesa will work with the community to identify key hot spots within this geofenced zone. Exhibit 1 provides an exhibit of the proposed service area for the

CMO voucher pilot program.

Exhibit 1: Proposed Service Area for the CMO Voucher Pilot Program



The CMO voucher pilot program provides funding of \$500,000 per year for three years, totaling \$1.5 million. After three years, the funds for pilot program are expended with no additional available funds from the CMO voucher pilot program. In order for the service to continue, the City would need to identify other funds to sustain the program. The cost estimate to operate the three (3) electric vehicles up to 10 hours per day for 7 days a week is \$500,000 per year each and includes vehicle leases, drivers, insurance, program administration, and outreach and marketing.

At the launch of the on-demand transit service, a transit fare is not recommended for all users. Staff will conduct periodic evaluation of the program to gauge performance of the service, including usage, trip cancellations and abuse of service. Based on this evaluation, staff will return to City Council with potential changes to the program which may include charging a nominal fare for the use of service.

Advertising can also be used to support future years of service and saved for continued service. Advertising could consist of vehicle wraps on the outside of the three service vehicles. It is estimated that approximately \$50,000 to \$75,000 can be generated with ad revenue from vehicle wraps over the course of three years of the CMO pilot program. Staff recommends opting out of advertising at this time, but to keep advertising in the proposed contract with Circuit Transit, Inc. as an option for consideration in the future.

For future project funds, City staff submitted an application to OCTA Project V Call for Projects on January 25, 2024, to continue the service provided by the CMO Pilot Program at the end of the three-

year funding period (FY 24-25 to FY 26-27), with an option to expand the service area by adding a sedan and associated driver. Staff have not been notified of the status of the OCTA Project V grant application at this time.

ALTERNATIVES:

The City Council may choose to not approve the proposed contract with Circuit Transit, Inc. However, this would cause the City to forgo the CMO Voucher Pilot Project grant in the amount of \$1,500,000. Staff does not recommend this alternative.

FISCAL REVIEW:

Funding for the proposed contract with Circuit Transit, Inc. is provided by the CMO Voucher Pilot Project grant for \$500,000 per year for three years, totaling \$1.5 million.

The CMO Pilot Project for On-Demand Transit Services is included in the proposed Fiscal Year 2024-25 Capital Improvement Projects budget. The CMO voucher pilot project requires the City's commitment to implement the proposed project. City staff time, including social media advertising and administration is required for the CMO voucher pilot project. In addition, electricity for the three (3) EV chargers and dedicated parking spaces at the City Corp. Yard is required for the CMO voucher pilot project. These additional costs will be absorbed as part of the operating budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the proposed contract with Circuit Transit, Inc. and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed contract with Circuit Transit, Inc. for the Clean Mobility Options Pilot Program in an amount not to exceed \$500,000 annually, for a term of three (3) years after commencement of on-demand transit services (Attachment 1).
2. Authorize the City Manager and City Clerk to execute the contract agreement and future amendments to the agreement within the budgeted amount.

**CITY OF COSTA MESA
CONTRACTOR SERVICES AGREEMENT
WITH CIRCUIT TRANSIT INC.
TO IMPLEMENT AND PROVIDE SERVICES
FOR THE COMMUNITY SHUTTLE PROGRAM**

This Agreement is entered into effective as of June 18, 2024 (“Effective Date”) by and between the **City of Costa Mesa**, a municipal corporation (“City”) and **Circuit Transit Inc.**, a Florida Corporation (“Contractor”), (collectively, the “Parties” and individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, California Air Resources Board’s Clean Mobility Options (CMO) Voucher Pilot Program is a statewide initiative that provides voucher-based funding for zero-emission carsharing, carpooling/vanpooling, bike sharing/scooter-sharing, innovative transit services, and ride-on-demand services in California’s historically underserved communities; and

WHEREAS, the City, as the lead applicant, with its collaborative partner, Circuit Transit Inc., applied for CMO funds to create and implement an on-demand Community Shuttle Pilot program (“Shuttle Program”) to serve primarily disadvantaged and low-income communities within the service area shown in Exhibit C in Costa Mesa; and

WHEREAS, on October 9, 2023, CMO notified the City of its intent to award CMO funds in the amount of \$1,500,000.00 for a 3-year grant period to implement the Shuttle Program;

WHEREAS, City desires to use the funding in a manner consistent with the requirements of the CMO program;

WHEREAS, Contractor has over 10 years of experience in California providing neighborhood electric shuttle services; and

WHEREAS the Shuttle Program will provide three electric vehicles operating up to 10 hours per day, 7 days per week; and

WHEREAS, all Shuttle Program expenses will be reimbursed by the California Air Resources Board; and

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor agree as follows:

1. SERVICES

1.1 Required Services. Contractor will timely perform all actions described in attached Exhibit A (the “Required Services”), incorporated into the Agreement by this reference. Time is of the essence for this Agreement.

1.1.1. Representations. Contractor warrants and represents that it can and will deliver the Required Services consistent with the time frames and the terms and conditions of this Agreement.

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor,

reduce the scope of the Required Services. Upon doing so, City and Contractor will meet and confer in good faith to negotiate a corresponding reduction in the compensation due to Contractor.

1.3 Additional Services. Upon request of City, Contractor shall meet and confer in good faith to amend the scope of the Required Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. After negotiation in good faith, the Parties will agree in writing upon the appropriate adjustment, if any, to the unit rates and payment amount for the changed or additional Services.

1.4 Standard of Care. Contractor warrants and agrees that all Required Services shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor or its subcontractors.

1.6 Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, including the Costa Mesa Municipal Code, and take all actions necessary for the City and Contractor to be in compliance with all requirements of the CMO Voucher Program.

1.7 Business License. Prior to commencement of work, Contractor shall obtain a business license from City.

1.8 Subcontractors. Prior to commencement of any work, Contractor shall submit for City's information and approval a list of all subcontractors to be used by Contractor in the performance of the Required Services. Contractor will ensure that all subcontractors and personnel utilized by the Contractor comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor under this Agreement, Contractor shall ensure that each subcontractor carries out the Contractor's responsibilities as set forth in this Agreement.

1.09 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, 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.

1.10 Term. This Agreement shall commence on the Effective Date. Required Services shall commence within ninety (90) days of the Effective Date ("Enter Date"). This Agreement shall terminate 36 months from the Enter Date, unless the City requests Circuit to provide additional services in some or all of Year 4 (months 37 to 48 months from Enter Date), in which case the agreement shall end when all accrued credits are fully utilized. That is, it is anticipated that, as more fully described in Exhibit A, the City might authorize Circuit to collect Fare Revenue and possibly Advertising Revenue, and the Net Fare Revenue and Net Advertising Revenue (if any) will be used to defray the costs of additional services to be provided into Year 4. Notwithstanding

the foregoing, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line-item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A.

2.4 Reimbursement of Costs. City may reimburse Contractor's out-of-pocket costs incurred by Contractor in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor shall be responsible for all out-of-pocket costs incurred by Contractor in the performance of the Required Services.

2.5 Exclusions. City shall not be responsible for payment to Contractor for any fees or costs which exceed any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to Contractor's errors, omissions, negligence, or acts of willful misconduct or those of Contractor's agents, employees, or subcontractors.

2.6 Payment Not Final Approval. Contractor understands and agrees that payment to the Contractor or reimbursement for any Contractor costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor of the terms of this Agreement. If City determines that Contractor is not entitled to receive any amount of compensation already paid, City will notify Contractor in writing and Contractor shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor and any subcontractors shall comply with all insurance requirements (the "Required Insurance") of the CMO program, as they may be amended from time to time. In particular, Contractor agrees to comply with all requirements stated in Section X of the "Implementation Manual for the Clean Mobility Options Voucher Pilot Program (CMO): Updated December 23, 2022." Such manual is attached hereto as Exhibit B and is incorporated by this reference.

Any insurance requirements in such agreement which require insurance, non-contribution, waiver

of subrogation, being primary insurance, providing insurance, and any other language which protects the State, CALSTART, CARB, or any other related party, shall also apply to protect the Indemnified Parties.

By way of example, and not limitation, section 2.a. on Page 104 requires general liability insurance of no less than \$5,000,000, and that such insurance names CALSTART, among others, as additional insured. Such insurance shall also name “the City of Costa Mesa, its elected and appointed officers, agents, employees, and volunteers.”

Contractor shall also comply with all other terms of this Section to the extent that they do not conflict with Exhibit B.

The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Subcontractors. Contractor must include all sub-Contractors/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractors must also comply with the terms of this Agreement.

3.4 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

3.5 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

3.6 Waiver of Subrogation. Contractor’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

3.7 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.8 Claims Made Policy Requirements. If General Liability, is provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.9 Not a Limitation of Other Obligations. Insurance provisions under this Section do not limit the Contractor’s obligations under this Agreement, including Indemnity.

3.10 Additional Coverage. To the extent that insurance coverage provided by Contractor maintains higher limits or additional types than the minimums appearing in Exhibit B, City requires and shall be entitled to the additional coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees, and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. 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 any of the Indemnified Parties City 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. This indemnity provision does not include any claims, damages, liability, costs and expenses to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

4.2. Not Design Professional Services. The Parties agree that none of the services provided pursuant to this Agreement will be provided by any “design professional,” as defined by California Civil Code section 2782.8, as it may be amended from time to time.

4.3 Costs of Defense and Award. Included in Contractor’s obligations under this Section 4 is Contractor’s obligation to defend, at Contractor’s own cost, expense and risk, all suits, actions or

other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for all related legal expenses and costs incurred by any of them.

4.4. Contractor's Obligations Not Limited or Modified. Contractor's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor. Furthermore, Contractor's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor agrees to pay all costs City incurs in enforcing Contractor's obligations under this Section 4.

4.6 Survival. Contractor's obligations under this Section 4 shall survive the termination of this Agreement.

5. REMEDIES

5.1 Termination for Cause. If for any reason whatsoever Contractor fails to perform the Required Services in a proper or timely manner, or if Contractor violates any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to all other rights and remedies City may have under this Agreement, at law or in equity, City may terminate this Agreement by giving thirty (30) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to fifteen (15) additional days after the designated termination date to effectuate such cure. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

5.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least sixty (60) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement. Contractor shall be entitled to receive just and equitable compensation for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

5.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor hereby expressly waives all claims for damages or compensation due to such termination except as expressly provided in this Section 5.

5.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in the Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon

request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

5.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in Orange County, State of California.

5.6 Service of Process. Contractor agrees that it is subject to personal jurisdiction in California. If Contractor is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor irrevocably consents to service of process on Contractor by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five (5) days after mailing.

6. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be jointly owned by the Parties. All Work Product shared with the City will be anonymized. No such Work Product shall be subject to private use, copyright or patent rights by Contractor in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

7. PIGGYBACK CLAUSE

It is understood and agreed by Circuit and the Client that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Circuit, be invoiced therefrom and make its own payments to Circuit in accordance with the terms of the contract established between the new governmental entity and Circuit. It is also hereby mutually understood and agreed that the Client is not a legally bound party to any contractual agreement made between Circuit and any local entity.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor’s unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its

obligations hereunder without any further action or direction from Contractor or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During this Agreement and for three (3) years following completion of the Required Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of subcontractors.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor is and shall remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing with copy sent by electronic mail.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code

§§ 1633.1 to 1633.17) as amended from time to time.

8.11. Interpretation. All terms in this agreement shall be interpreted in a manner designed to ensure that Contractor causes the city to be in full compliance with the requirements of the CMO Voucher Program.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

CIRCUIT TRANSIT INC.

By: _____ Date: _____
Daniel Kramer, Director

CITY OF COSTA MESA

By: _____ Date: _____
Lori Ann Farrell Harrison, City Manager

ATTEST

By: _____ Date: _____
Brenda Green, City Clerk

APPROVED AS TO FORM

By: _____ Date: _____
Kimberly Hall Barlow, City Attorney

APPROVED AS TO INSURANCE:

By: _____ Date: _____
Ruth Wang, Risk Management

EXHIBIT A

SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

City of Costa Mesa
Raja Sethuraman, Public Works Director
77 Fair Drive
Costa Mesa, CA 92626
714-754-5343
raja.sethuraman@costamesaca.gov

For Legal Notice Copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. / Purchasing

B. Contractor Contract Administration:

Circuit Transit Inc.
12130 Millennium Drive
Los Angeles, CA 90094
562-252-6680
daniel@ridecircuit.com

For Legal Notice Copy to:
Circuit Transit Inc.
James Mirras
501 East Las Olas Blvd
Fort Lauderdale, FL 33301
james@ridecircuit.com

2. Required Services

A. General Description:

Contractor will provide electric transportation services targeted to the Costa Mesa community in the area shown on Exhibit C (“Shuttle Program Project Service Area”) in accordance with the terms and conditions of this Agreement.

B. Detailed Description/Responsibilities of Contractor:

Purpose. Based on the findings of the City’s CMO Application and associated Community Transportation Needs Assessment Community Shuttle program, the City desires to provide all-electric on-demand shuttle services catered to the needs of the local community (the “Shuttle

Program”) in the Costa Mesa service area (“Shuttle Program Project Service Area”) shown on Exhibit C. The Shuttle Program has been and will be designed with the community’s input and participation to provide safe, convenient, affordable, and accessible first/last mile connections. The goals of the Shuttle Program will be to improve mobility options for the community, provide connections to public transit and key community services, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

Compliance with CMO Agreement is Paramount Concern

Notwithstanding anything else in this Agreement to the contrary, Contractor shall cause the City and the Contractor to be in full compliance with all requirements of the “Mobility Project Voucher Agreement for City of Costa Mesa for Clean Mobility Options Program” entered into between the City of Costa Mesa and CALSTART, Inc. (the “Mobility Project Voucher Agreement.”).

Contractor warrants that it is knowledgeable of, and will comply with, all requirements of the Mobility Project Voucher Agreement, including all related Exhibits, which are incorporated by this reference. In particular, Contractor is knowledgeable of the “Implementation Manual for the Clean Mobility Options Voucher Pilot Program (CMO): Updated December 23, 2022” attached hereto as Exhibit B. The Parties acknowledge that compliance with all requirements of the Mobility Project Voucher Agreement is a material requirement of this Agreement. Any subsequent changes or updates to the CMO Implementation Manual constitute part of this agreement and are incorporated in full into this Agreement by reference. To the extent that any provision of this Agreement would inhibit or prevent compliance with the Mobility Project Voucher Agreement, the latter shall control.

Phasing and Deliverables.

Contractor will operate and implement the Shuttle Program in accordance with all terms and conditions of this Agreement and the Mobility Project Voucher Agreement and provide the following deliverables within the timelines provided below:

Start Date	Time Period	Deliverables
Q2 2024	Planning & Pre launch: within 100 days after execution of City’s contract with Contractor	<ul style="list-style-type: none"> • Acquire vehicles and outfit with customizations for service • Hiring and recruitment of staff, including drivers • Development and launch of app • Launch of Marketing & Outreach plan (Circuit will work with City and Community Partner to develop and execute a marketing and outreach plan to announce launch of new service to the community)

Q3 2024	Year 1 ¹ : Project Kickoff & Launch. Opening Day	<ul style="list-style-type: none"> • Commence Year 1 initial service on the designated launch date • Execute its marketing plan announcing the launch of the new pilot, including any launch event or ribbon cutting with the City. • Conduct ride-alongs and on-job training with new staff to ensure effectiveness and efficiency of service.
Q3 2024	Year 1: Operations, Monitoring & Reporting and Adjusting – Initial Service - Year 1	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO • Monitor key metrics and feedback • Conduct rider surveys • Implement ongoing marketing strategy • Engage in ongoing community outreach • Sell and execute advertising campaigns • Communicate with and submit monthly reports to the City team • Adjust the service as needed/requested
2025	Year 2: Operations, Service Expansion to General Public	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO. • Plan and implement for service expansion • Plan and implement service extension to the general public, including rollout timeline. • Collaborate with City and Community Partner/(s) to prepare and implement a marketing and outreach plan for announcing service expansion to existing and potential riders.
2025	Year 2: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service.
2026	Year 3: Operations	<ul style="list-style-type: none"> • Operate two (2) electric sedans and one (1) electric ADA van in furtherance of the Shuttle Program to be funded by CMO.

¹ The term “Year” as used in this Exhibit A denotes year(s) of operation and not the year(s) of grant funding.

2026	Year 3: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare a study developing ridership trends to learn the busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, and needs, and report back to the City with data collected to refine service.
2027	Some or all of Year 4: Operations, Monitoring, and Reporting	To be determined

Access to Service. Contractor will allow riders to request rides for the Shuttle Program within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, or by call-in. The Shuttle Program will include an American with Disabilities Act (ADA) accessible vehicle for riders requiring ADA assistance, which can be indicated in the ride request app or when requested by phone.

Funding. The Parties acknowledge and agree that compensation for the Required Services will be paid by City but only to the extent that City actually receives funding from CMO in accordance with Exhibit A, Section 4, below. The Parties acknowledge and agree that the Required Services will be funded solely with the funding sources identified below, during the time periods identified below.

Fares as a Credit for Year 4. Contractor will make the Shuttle Program available to the general public within ninety (90) days of the Effective Date. The Shuttle Program may charge general public users a fare of \$1.00 to \$2.00 per passenger per ride (each a “Fare”; collectively the “Fares”); such amount (if any) shall be established in the sole discretion of the City. A contactless fare program will be implemented and will accept payment via credit card, debit card, or prepaid card. Contractor will be responsible for collecting any and all Fares and to account for any and all Fares collected. Contractor will provide City with a monthly accounting of any and all Fares collected from the Shuttle Program. The City may require an independent audit of the accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties. Contractor will apply 70% of the total gross revenue generated from any and all Fares towards future Required Services in the form of a credit to the City. This credit will be applied in Year 4 to offset costs of the Shuttle Program during Year 4 and to provide for continuing support for the Shuttle Program. Contractor will retain the remaining 30% of the total gross revenue generated from any and all Fares for processing and administrative costs. City shall have the option to extend this Agreement into some or all of Year 4 (months 37-48 from the enter date). The City may exercise this option in writing upon ninety (90) days notice prior to the end of Year 3.

Advertising (Optional). At the request of the City, Contractor will to prepare, sell, and execute advertising campaigns in conjunction with the Shuttle Program. Contractor acknowledges and agrees that City’s written approval will be required to enter into any advertising contracts or receipt of any Advertising Revenue (defined below). Contractor further acknowledges and agrees that any advertising prepared, sold, or executed in conjunction with the Shuttle Program must comply with all City policies for advertising, and all other applicable rules, regulations, and laws related to advertising. Contractor will be responsible to collect any and all revenues derived from any advertising campaigns (“Gross Advertising Revenue”) and to account for any and all Advertising

Revenue.

For purposes of this Agreement, “Net Advertising Revenue” means the gross advertising revenue received less all other direct costs and expenses incurred in obtaining the Gross Advertising Revenue, including, but not limited to advertisement design, production costs, installation and removal costs and customary and reasonable commissions paid to media sales representative.

Contractor agrees that 50% of all Net Advertising Revenue collected will be applied as a credit towards future Required Services, beginning in Year 4. Contractor will provide City with a monthly accounting of any and all Advertising Revenue collected from the Shuttle Program. The City may require an independent audit of the Advertising Revenue accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties.

Operating Time. Contractor will operate the Shuttle Program 10 hours per day, 7 days per week with three (3) electric vehicles including one (1) ADA van. The Shuttle Program schedule will be aligned with the needs of the community and will be adjusted as directed by the City as the data from the service becomes available. Any expansion of Required Services will be negotiated and may be agreed upon by the parties in an amended Scope of Work.

Destinations. The focus of the service territory will be on key destinations for the Service Area, including healthcare, grocery, public transit stops, and other destinations as determined through community feedback. Over this period, the service will be adjusted and honed to the needs of this community.

CMO Grant. Contractor acknowledges and agrees that City has obtained a grant from the California Air Resources Board, Clean Mobility Options Voucher Pilot Program (the “CMO Grant”) as a source of funding for the Required Services. The grant voucher agreement, and terms and conditions for the CMO Grant are attached hereto and incorporated herein as Exhibit E (collectively, the “CMO Grant Materials”). Contractor agrees that it has read and understand the requirements in the CMO Grant Materials. Contractor agrees to comply, and cause the City to comply, with all requirements, terms, and conditions of the CMO Grant and the CMO Grant Materials, and all related requirements, terms, and conditions of the CMO Grant. Contractor agrees that its failure to comply, or its failure to cause the City to comply, with all requirements, terms, and conditions of the CMO Grant or the CMO Grant Materials, or any related requirements, terms, and conditions of the CMO Grant constitutes a material breach of this Agreement.

Improvements. Contractor shall be responsible for the construction, maintenance, operation, repair, and replacement of any improvements necessary to operate the Shuttle Program. The Parties acknowledge and agree that it is their intent that necessary construction, maintenance, operation, repair, and replacement of improvements will be subject to reimbursement pursuant to Exhibit A, Section 4 of this Agreement.

C. City Responsibilities

For the Term of this Agreement, City will provide Contractor with electric vehicle storage and parking spaces at no cost to Contractor at a location of City’s choosing. The Parties acknowledge and agree that terms for use, including but not limited to location, of the parking spaces have not yet been finalized. Upon finalization of such terms of use, Contractor acknowledges and agrees that City may require Contractor to enter to additional agreements with the City (e.g., right-of-entry agreements, license agreements) or obtain permits (e.g. construction permits) to memorialize such terms of use.

City agrees to reasonably assist Contractor with access to Level 2 charging for the electric vehicles as appropriate.

3. [Reserved]

4. Compensation:

A. Form of Compensation

The projected total costs to implement the Shuttle Program on an annual basis are identified in the table below, and in the budget document submitted with the Phase 2 CMO application and included in Exhibit E.

Total Program Costs (\$1,500,000.00). Of such costs, a total of \$1,482,770 of such costs will be borne by Contractor, and \$17,230 shall be borne by the City.

CMO Funding	Circuit	City of Costa Mesa
Pre-Launch	\$12,163	\$2,035
Year 1 of Service	\$481,135	\$5,565
Year 2 of Service	\$490,105	\$5,565
Year 3 of Service	\$499,367	\$4,065
Year 4 of Service	TBD	TBD

The Parties acknowledge and agree that any and all payments for Shuttle Program costs will be solely funded by CMO, not the City, for Years 1 through 3 of the Shuttle Program. Contractor acknowledges and agrees that City is only obligated to pay Contractor for the performance of Required Services to the extent that grant funds are approved by the Granting Agencies. Contractor acknowledges and agrees that City shall have no obligation to pay for the Required Services from any other funding source. The amounts stated in the column “City of Costa Mesa” are the amounts of CMO funds expected to be paid to the city from the CMO funds, and the amounts in the Column labeled “Circuit” are expected to be paid to Circuit from the CMO funds..

The Parties agree that 70% of all Fare Revenue accrued during the Term plus 50% of all Advertising Revenue accrued during the Term, shall be credits that will be applied during Year 4 of the Shuttle Program such that the City would not incur any costs in year 4 unless and until all such credits are expended. The parties agree to negotiate in good faith to determine the charge for such service for Year 4. To ensure that City is not required to make any out-of-pocket payments to Contractor which are not covered by the CMO Grant funds, Contractor shall be required to offer to City to provide service on a daily pro-rata basis, based on revenue generated during Year 1-3, and to be agreed upon within three (3) months of the termination of Year 3.

The maximum amount to be paid to the Contractor for services performed during the Term of the Agreement shall not exceed \$1,482,770.

B. Invoicing

Contractor will provide City with a detailed invoice and breakdown by Granting Agency for Required Services performed each month for Years 1 through 3, within thirty (30) days of the end of the month in which the Required Services were performed.

Upon receipt of the invoice, City will review the invoice and pay Contractor for approved amounts, in an amount not-to-exceed forty-two thousand dollars (\$42,000), within thirty (30) days. After payment by City, City will seek reimbursement from the Granting Agencies. If City does not receive reimbursement from the Granting Agencies for any amount paid to Contractor, all such unreimbursed amounts will be offset against future invoices submitted by Contractor. City will provide Contractor with documentation of such non-reimbursement by the Granting Agencies.

Billing Information

Contact Person:

Raja Sethuraman

77 Fair Drive

Costa Mesa CA 92626

Email: Raja.sethuraman@costamesaca.gov

In addition to any other remedy available to Contractor for late payments, Contractor shall offset any balance or amounts owed on any credits due to City from Net Fare Revenue or Net Advertising Revenue until such outstanding invoice is paid.

City acknowledges and agrees that Contractor is not required to continue Required Services in the event of the Granting Agencies' failure to pay the invoice due to Contractor or reimburse City for any amount paid to Contractor. If payment is not received within thirty (30) days of written notice of late payment or if City offsets against future invoices submitted by Contractor, Contractor shall have the right to temporarily reduce and/or suspend Required Services without liability to Contractor until such outstanding invoice is paid in full. If litigation is commenced for collection of late payments, Contractor shall be entitled to recover its reasonable attorneys' fees and related costs from City.

EXHIBIT B

IMPLEMENTATION MANUAL FOR THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM (CMO) UPDATED DECEMBER 23, 2022

LINK TO THIS EXHIBIT CAN BE ACCESSED HERE: <https://cleanmobilityoptions.org/wp-content/uploads/2022/12/Final-Implementation-Manual-December-23-2022.pdf>

EXHIBIT C

SHUTTLE PROGRAM PROJECT SERVICE AREA

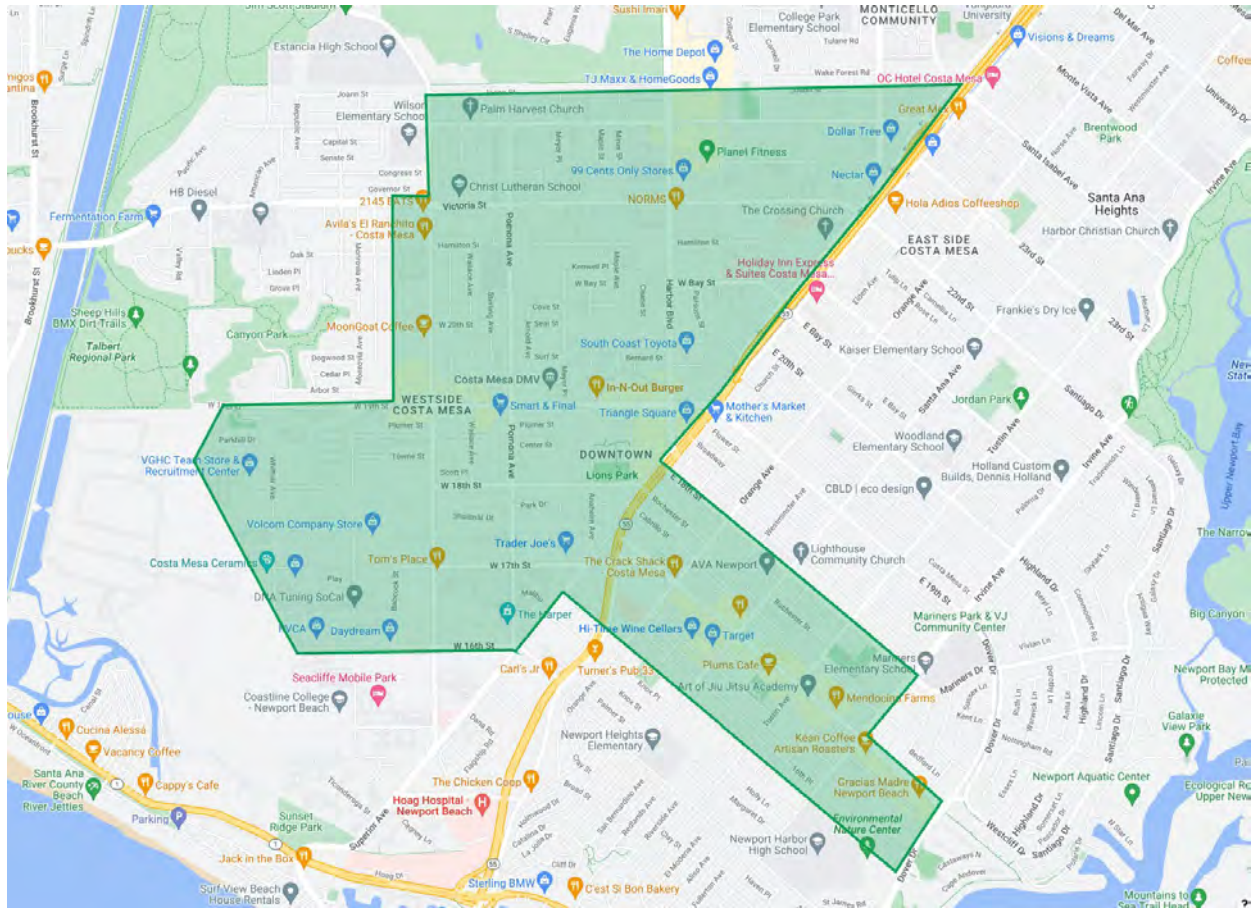


EXHIBIT D

CMO GRANT MATERIALS AND VOUCHER AGREEMENT

EXHIBIT D



MOBILITY PROJECT VOUCHER AGREEMENT

(Agreement Number MP23W2A-5G)

FOR

City of Costa Mesa

FOR



Clean Mobility Options

Voucher Program

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Exhibits

- A Notice of Intent to Award
- B Scope of Work
- C Community Resource Contributions
- D Phase 1 Application Submission and Attachments (Original)
- E Phase 2 Application Submission and Attachments (Original)
- F Approved Resolution
- G Conflict of Interest Declaration
- H Confidentiality Agreement
- I Payment Request Form
- J Implementation Manual for the Clean Mobility Options Voucher Pilot Program
- K Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

Clean Mobility Options Voucher Program
Mobility Project Voucher
Voucher Agreement
MP23W2A-5G

This Voucher Agreement (hereinafter, "Agreement") is made and entered between the CALSTART, Inc., whose principal place of business is 48 S. Chester Avenue, Pasadena, California 91106, hereinafter referred to as "Program Administrator" and City of Costa Mesa, whose principal place of business is 77 Fair Drive, Costa Mesa, CA 92626, hereinafter referred to as "Awardee". Program Administrator and Awardee are at times collectively referred to herein as "Parties."

Recitals

WHEREAS, on 04/01/2019 CALSTART executed grant agreement G17-CMDC-01 with the State of California, California Air Resources Board (hereinafter "CARB").

WHEREAS, CALSTART is a non-profit, public benefit corporation seeking to create quality jobs, support clean air initiatives, enhance the quality of life, especially in disadvantaged communities, and improve America's global competitiveness through the establishment of an advanced clean transportation industry.

WHEREAS, City of Costa Mesa, qualifies as a voucher applicant per the Implementation Manual for the Clean Mobility Options (hereinafter "CMO") Voucher Program (hereinafter, "Program").

WHEREAS, CALSTART desires to contract with City of Costa Mesa for, and **[Awardee]** desires to provide the services described in the Scope of Work, attached as Exhibit B, and made a part of this Agreement by reference; and,

WHEREAS, City of Costa Mesa represents that it is willing and able to perform the activities set forth herein;

NOW, THEREFORE, based on their mutual promises, covenants, and conditions contained herein and other good and valuable consideration detailed below, the Parties hereby agree as follows:

CLEAN MOBILITY OPTIONS (CMO) VOUCHER PROGRAM TERMS

1. Complete Agreement

The Complete Agreement between the parties shall consist of the following parts:

- Voucher Agreement (this document)
- Exhibit A: Notice of Intent to Award
- Exhibit B: Scope of Work
- Exhibit C: Community Resource Contributions
- Exhibit D: Phase 1 Application Submission and Attachments (Original)
- Exhibit E: Phase 2 Application Submission and Attachments (Original)
- Exhibit F: Approved Resolution
- Exhibit G: Conflict of Interest Declaration
- Exhibit H: Confidentiality Statement
- Exhibit I: Payment Request Form
- Exhibit J: Implementation Manual for the Clean Mobility Options Pilot Voucher Program
- Exhibit K: Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

Collectively this document, the exhibits and the documents incorporated by reference constitute the complete agreement between the parties.

The Awardee understands the Agreement terms are non-negotiable and agree to abide by all requirements, terms, and conditions of the CMO Voucher Program, which are contained in the Implementation Manual for the Clean Mobility Operations Voucher Pilot Program currently in effect, referred to as Exhibit J in this Agreement, which can also be obtained on the Internet at <https://cleanmobilityoptions.org/implementation-manual/>. Any subsequent changes or updates to the CMO Implementation Manual constitute part of this agreement and are incorporated in full into this Agreement by reference.

Order of Preference: In the event of any conflict in the Agreement documents, the following shall take precedence:

- 1) This document, titled "Voucher Agreement", and future amendments thereto;
- 2) Exhibit B, Scope of Work;
- 3) Exhibit D: Phase 1 Application Submission and Attachments (Original);
- 4) Exhibit E: Phase 2 Application Submission and Attachments (Original); and,
- 5) Other exhibits to this Agreement.

Under no circumstances shall the Awardee's final plans and specifications relieve the Awardees of any requirement contained in the Agreement unless the Program Administrator has expressly agreed, in writing, to waive the requirement.

2. Voucher Acknowledgement

This Agreement is funded in whole or in part by a California Air Resources Board (CARB) grant to the Program Administrator under the California Climate Investment (hereinafter “CCI”) program and by the California Energy Commission’s (hereinafter “CEC”) Clean Transportation Program. As such, the Awardee and its sub-Awardees shall fully comply with all applicable grant rules, regulations, and requirements outlined in this Agreement.

3. Voucher Summary and Contact Information

Project Title:	Circuit Costa Mesa
Total Funding:	\$1,500,000.00
Project Lead (Awardee):	City of Costa Mesa
Main Contact:	Jennifer Rosales
Contact Title:	Transportation Services Manager
Address:	77 Fair Drive
City, State, Zip	Costa Mesa, CA, 92626
Contact Telephone:	714-754-5180
Authorized Official:	Lori Ann Farrell Harrison
Authorized Official Title:	City Manager

4. Agreement Term

The Term of this Agreement shall commence the date this Agreement is executed by authorized representatives of both Parties (the “Effective Date”) and shall end (the “End Date”) five (5) years from the Effective Date unless sooner terminated as provided for in Article 20(x) herein or amended by mutual written agreement of both Parties. The Awardee’s performance of work or other expenses billable under this Agreement may not commence until after full execution of this Agreement by authorized representatives of both Parties.

The period of performance includes up to 15 months for project design, planning and construction (Planning and Construction Period), and a minimum of four (4) years of service operation (Project Operation Period). Clean mobility projects funded by this program must be fully operating for at least four (4) years.

5. Performance and Reporting Requirements

- A. The Awardee agrees to collect the project data and report to the Program Administrator at least quarterly throughout the 5-year Agreement Term as specified in the Exhibit J.
- B. The Awardee agrees to submit an end-of-agreement Final Report within 30 calendar days before the End Date or the project completion date, whichever comes first, pursuant to the Implementation Manual.

- C. The Program Administrator reserves the right to review, comment, and request changes to any report produced as a result of this Agreement and the Awardee agrees to make the changes requested.
- D. The Awardee agrees to collect, monitor, and report required project data, including but not limited to, vehicle, bicycle, and other Clean Mobility Options' specifications, performance, operation, and maintenance data, as specified in Exhibit J. The Awardee agrees to coordinate with the Program Administrator to provide this data and administer surveys to participants to collect usage data and other information during the Agreement Term.
- E. The Awardee warrants that it will exercise due care and diligence in the performance of work, and the work shall be fully and finally completed in accordance with this Agreement subject to the Program Administrator's final approval, which the Program Administrator will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standard or correct otherwise defective work that requires re-performance of the work, as directed by the Program Administrator, shall be the responsibility of the Awardee and not the Program Administrator. In the event the Awardee fails to perform in accordance with the above standard:
 - a) The Awardee will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Program Administrator. Any work re-performed pursuant to this Clause shall be completed within the time limitations originally set forth for the specific task involved. The Awardee must meet the task deadline at no additional cost to the Program Administrator.
 - b) The Program Administrator may, at its own discretion, provide a new schedule for the re-performance of any task pursuant to this paragraph in the event the re-performance of a task within the original time limitations is not feasible.
- F. The Program Administrator has the option to direct the Awardee not to re-perform any task which was not performed to the reasonable satisfaction of the Program Administrator pursuant to (a) and (b) above. In the event the Program Administrator directs the Awardee not to re-perform a task, the Program Administrator and the Awardee shall negotiate a reasonable settlement for satisfactory work performed. Any previous payments made by the Program Administrator shall not be considered a waiver of the Program Administrator's right to reimbursement.

6. General Requirements

- A. The Awardee agrees to ensure that all partners and subcontractors agree to all provisions of CMO, implemented through Exhibit J, and to notify CARB and the Program Administrator immediately if the Awardee becomes aware that partners or subcontractors are out of compliance.

- B. The Awardee agrees to be available for a site visit, evaluation, review, or an audit of the project by CARB, California Energy Commission (CEC), and/or the Program Administrator at any time during the Agreement Term.
- C. The Awardee understands that CARB and the Program Administrator reserve the right to enforce the terms of this Agreement at any time during the Agreement Term.
- D. The Awardee agrees to provide the community resource contributions listed in this Agreement to supplement the voucher funding with community investments as specified in the application and this Voucher Agreement (Exhibits D and E).
- E. In the event that CALSTART, Inc., is no longer the Program Administrator prior to the end of the Agreement Term, the Awardee agrees to sign the amended Agreement with the new Program Administrator selected by CARB.
- F. The Awardee agrees to fulfill California Environmental Quality Act (hereinafter "CEQA") requirements for each proposed infrastructure installation (e.g., electric vehicle supply equipment or hydrogen refueling station) that is subject to CEQA compliance, as well as permitting and other requirements. Such proposals must adhere to the CEQA requirements specified in Exhibit J.

7. Motor Vehicles and Micromobility Devices

The Awardee agrees to meet the following conditions for vehicles procured or mobility services provided using vehicles under this Agreement. Vehicles include light-duty or medium-duty motorized vehicles, neighborhood electric vehicles, bicycles, scooters, or other micromobility devices.

- A. Compliance with all vehicles and micromobility devices requirements specified in Exhibit J.
- B. Services, vehicles, micromobility devices, and infrastructure funded by CMO will be maintained throughout the Agreement Term.
- C. Approval for a project modification will be secured from the Program Administrator before using vehicles funded by CMO in any way other than described by the project narrative (e.g., the Awardee proposes to introduce a new service model supported by their needs assessment result but not previously identified in the project narrative) per the Awardee's application (Exhibit D and E).
- D. All project vehicles and micromobility devices will be equipped with telematics hardware that allows for recording geospatial utilization data, consistent with data collection requirements specified in Exhibit J.
- E. In the event that installation of telematics hardware is found to be infeasible, the Awardee agrees to provide an alternative approach to collect necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis.

- F. If the owner of vehicles or micromobility devices (hereinafter “Fleet Owner”) is different from the Awardee, the Fleet Owner must also agree that they will abide by the terms and conditions of this Agreement.
- G. In the event the titles of the vehicles purchased with the CMO voucher funds are held by an organization on the program team other than the Awardee, the Fleet Owner must offer to transfer ownership of the vehicle to the Awardee or its designee, at no cost, at the end of the Agreement Term, or at any time during the Agreement that the vehicle owner’s contract with the Awardee is terminated upon approval by the Program Administrator. If a new entity holds the vehicle title, the Awardee must submit evidence to the Program Administrator that this clause has been agreed to by the new vehicle owner and the Awardee.

8. Infrastructure

The Awardee agrees to meet the following conditions for the installation of infrastructure under this Agreement. The installation of infrastructure includes electric vehicle supply equipment (hereinafter “EVSE”), hydrogen refueling stations, bicycle/scooter parking or charging infrastructure, bicycle/scooters safety right-of-way improvement, or signage and wayfinding infrastructure.

- A. Infrastructure obtained with CMO funding will be sited in location(s) as specified by the Awardee’s project plan, as approved by the Program Administrator.
- B. The Program Administrator will be notified if the Awardee is unable to site the CMO-funded infrastructure in location(s) previously specified by the project plan, as modified by the Program Administrator. The Program Administrator must approve the new proposed location.
- C. Compliance with all infrastructure requirements specified in Exhibit J, including CEQA Compliance and Permitting requirements, as listed in Exhibit J and as stated in Planning, Operations, and Maintenance section 9 in this Agreement.
- D. Compliance with Assembly Bill 841 (Ting 2020), which requires Electric Vehicle Infrastructure Training Program (hereinafter “EVITP”) certification for the installation of CMO-funded electric vehicle charging infrastructure and equipment. All CMO-funded electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors’ State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include the installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP-certified electrician.

The Awardee must submit proof to the CMO Program Administrator of the required EVITP certification before performing any installation work described above. Proof of EVITP certification shall include the following:

- a) AB 841 certification that certifies the project has complied with all AB 841 requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Awardee's authorized representative.
- b) EVITP Certification Numbers of each EVITP-certified electrician that installed electric vehicle infrastructure of equipment if AB 841 requirements apply to the project.
- c) For all electric vehicle chargers and charging stations installed on or after 1/1/2024: compliant with recordkeeping and reporting standards as described in CEC's regulations, developed under AB 2061.

The requirements stated above do not apply to any of the following:

- a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- E. Compliance with the recordkeeping and reporting standards established under Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022) and Assembly Bill 126 (Reyes, Chapter 319, Statutes of 2023) (Pub. Resources Code, §25231.5) for electric vehicle chargers or charging stations installed on or after January 1, 2024.
- a) Compliance with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
 - b) Compliance with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
 - c) Compliance with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements.
 - d) If the Awardee is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Awardee shall verify receipt by signing the disclosure.

- F. For infrastructure obtained with CMO funding that is not completely sited on the Project Lead's owned property and obtrusive to property not owned by the Project Lead, the Awardee will obtain and keep written approval from the property owner (including public agencies if relevant);
- G. Infrastructure obtained with CMO funding will be maintained in good repair and in accordance with the manufacturer's recommended use and maintenance through the minimum 4-year project operation period.

9. Planning, Operations, and Maintenance

- A. The Awardee agrees to ensure services are delivered in accordance with the safety and accessibility requirements specified in Exhibit J.
- B. The Awardee agrees to develop, administer, and maintain a user-friendly vehicle reservation or ride request system as specified in Exhibit J.
- C. The Awardee agrees to provide payment options for end-users that do not have bank accounts with associated debit cards or credit cards, such as cash exchange, pre-paid debit cards, or payment through a cloud-based wallet that can be loaded through in-person payment.
- D. The Awardee understands hours of operation must be clearly designated and agrees to operate services during hours readily available to residents based on needs assessment results. It is recommended that services should be available to users at least 5 days a week and at least 12 hours per service day.
- E. The Awardee agrees to ensure that no more than 20 percent of the committed fleet (including micromobility devices) or charging infrastructure will be out of service at one time during designated hours of operation, and no single motor vehicle in the fleet will be out of service for more than one week at a time. The Awardees must report vehicles and chargers out of service and fleet size in quarterly reports, consistent with CMO Data Collection Requirements herein and in Exhibit J.
- F. The Awardee agrees to develop policies and procedure documents and flow charts that describe administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting.
- G. The Awardee agrees to fulfill California Environmental Quality Act (CEQA) requirements described in section 6 (F) herein.

10. Outreach, Communication, and Participation

- A. The Awardees must ensure that key documents, platforms, and customer services are available in commonly-spoken languages in the project area, as determined through census data and community engagement. Key resources to be provided in commonly-spoken languages may include, but are not limited to:

- a) End user terms and conditions of service
 - b) Privacy policies
 - c) User manuals
 - d) Mobile software applications
 - e) Outreach and marketing materials
 - f) Customer service materials
- B. The Awardee agrees to conduct all community outreach and education events as specified in Exhibit B in accordance with stipulations set forth in Exhibit J.
- C. The Awardee agrees to follow instructions outlined in the [CMO Awardee General Branding and Communications Toolkit](#) when publicly communicating about the program, including displaying the CMO Program logo, the CCI logo and the California Energy Commission (CEC) logo on all outreach and education materials. The Awardee agrees to acknowledge the CCI program as a funding source from CARB's Low Carbon Transportation program and the Clean Transportation Program (CTP) as a funding source whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material using the program funding language provided in the CMO Awardee General Branding and Communications Toolkit.
- D. The Awardee understands and agrees that all outreach materials, project websites, press releases and press events must receive prior approval from the Program Administrator.
- E. The Awardee understands and agrees that the Program Administrator may use the Awardee organization name, the Awardee partner organization names, and any descriptive language and/or branding and imagery used in the application and/or in the execution of the voucher during CMO program activities and events for use in educational or promotional materials in print, multimedia, or web form. Language, branding, imagery, and/or photos and videos will only be used for purposes related to the CMO program.
- F. The Awardee understands and agrees to participate in Clean Mobility Equity Alliance (hereinafter "CMEA") events, training, and meetings as required by the Program Administrator or CARB.
- G. The Awardee understands and agrees to coordinate with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California Project, Sustainable Transportation Equity Project (hereinafter "STEP"), and Clean Mobility In Schools (hereinafter "CMIS"). Where applicable, the Awardee understands and agrees to coordinate with other CEC Clean Transportation Program Projects, including the California Electric Vehicle Infrastructure Project (CALeVIP), Communities in Charge (CIC), and Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnergIIIZE).

11. Budget and Voucher Payments

A. Budget Amount

- a) In accordance with the actual costs summarized in the Budget Categories in Exhibit B, the Awardee will be reimbursed for actual costs incurred in an amount not to exceed one million five hundred thousand and 00/100 dollars (\$1,500,000).
- b) Subject to prior written approval from the Program Administrator, budget line-item shifts of up to 25 percent of the Voucher Funds may be made during the Term, as long as the total voucher amount is unchanged and all other voucher redemption requirements are met. If the line-item shift is more than 25 percent, the Awardee must justify the reason for the 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. All line-item shifts must be consistent with Exhibit B (Attachment I).

B. Voucher Payments for Awardees with Cost-Based Payments

- a) Payment shall be submitted for actual costs incurred in accordance with the budget in Exhibit B and policies and requirements described in Exhibit I and will be contingent upon the availability of funds received by Program Administrator from CARB.
- b) Program Administrator shall promptly notify the Awardee in the event funds are not available and Program Administrator shall have no liability to pay any funds whatsoever to the Awardee or to provide any other considerations under this Agreement. Program Administrator will pay the Awardee within 10 days after Program Administrator receives payment of invoices submitted from CARB.
- c) Payments made under the Agreement will be subject to the approval of the Awardee status reports by the Program Administrator and CARB, which reports shall clearly summarize actual costs to be reimbursed in accordance with Budget Categories in Exhibit B. Costs submitted for reimbursement that exceed Budget Categories (Direct Labor, Travel, Indirect Costs, etc.) will not be paid until a budget amendment is submitted and approved. Billings will be submitted no less than quarterly, but no more than monthly in a format consistent with the Payment Request Form (Microsoft Excel file format) that will be furnished to the Awardee by the Program Administrator.
- d) All costs submitted for reimbursement must be supported by sufficient relevant documentation:
 - i. Personnel Costs: Each staff position billed will be listed individually to include the name, title, number of hours worked, and hourly rate. Labor hours billed will be supported by time records and documentation will be submitted supporting actual hourly labor rates. Payroll registers and/or other third-party documents supporting actual payroll will be provided upon request.

ii. Travel Costs:

1. The Awardee headquarters shall be considered the location of the Awardee's office where the employees' assigned responsibilities for this award are permanently assigned.
 2. Travel costs submitted for reimbursement will be itemized on a listing providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel.
 3. All travel costs billed will be supported by itemized receipts and/or invoices.
 4. Travel costs reimbursed will be limited to the maximum per diem amounts set by the California Department of Human Resources (hereinafter "CalHR") at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- iii. All other direct costs, including Subcontractor costs, shall be itemized on the invoice and supported by sufficient relevant documentation such as a vendor invoice, receipt or other pertinent third-party provided documentation verifying amounts billed and/or reported as matching cost. Purchases exceeding \$2,500 not in the original budget must be pre-approved by the Program Administrator in writing. Copies of cancelled checks will be supplied upon request.
- e) Applicable non-labor rates used for billing purposes, including, but not limited to, fringe benefit, overhead, and General and Administrative (hereinafter "G&A") rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency or the Federal de minimis rate used in accordance with § 200.414(f) of 2 CFR 200 will suffice.
- f) The following costs are not allowable under any circumstances:
- i. Food and alcoholic beverages
 - ii. Childcare
 - iii. Fines and penalties
 - iv. Litigation and other legal costs
 - v. Lobbying or other costs for the purposes of influencing election outcomes, referendums, or legislation
- g) The Program Administrator will disallow payment of costs not supported by sufficient relevant documentation. The Awardee shall bear all costs and expenses incurred that are not in accordance with the term and conditions of this Agreement unless the Program Administrator, in consultation with CARB, determines otherwise. The Awardee shall not request payment for ineligible costs (see section 11(B)(f) above).
- h) The Awardee shall maintain records, documents, and other evidence supporting all allowable costs incurred or anticipated applicable credits, and the receipt, use, and disposition of government or Program Administrator property coming into the

possession of the Awardee under this Agreement. The accounting system employed by the Awardee shall be in accordance with generally accepted accounting principles and best business practices, consistently applied.

- i) Upon completion or termination of the Agreement, the Awardee shall submit the final invoice (if any) no later than thirty (30) days after such completion or termination date. The invoice shall be clearly marked as "FINAL" and prepared as indicated above.
- j) Each invoice must provide the agreement number, period covered by invoice, and the Awardee's Employer Identification Number, and be submitted via email to accounting@cleanmobilityoptions.org, or U.S. Postal Service using the following address:

Attention: Clean Mobility Options
CALSTART, Inc.
48 S Chester Avenue
Pasadena, CA 91106

- C. The Awardee agrees and understands to prohibit using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. The Awardee also agrees to prohibit using voucher funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB and the Program Administrator reserve the right to obtain additional information from the Awardee to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of funding.

12. Suspension of Payments and Early Agreement Termination

- A. The Program Administrator reserves the right to issue a suspension order (stop work order) at any time and for any reason. If issued, a suspension order will be in effect until the dispute has been resolved or the Agreement has been terminated. Upon issuance of the suspension order, the Awardee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this Agreement and will subject the Awardee to liquidated damages. The Awardee shall resume work only upon receipt of written instructions from the Program Administrator.
- B. In the event the Awardee chooses to continue to work on the project after a suspension order has been issued, the Awardee will not be paid for milestones completed or expenditures incurred during the suspension.
- C. If CARB rescinds the suspension order and does not terminate the Awardee's Agreement, the Program Administrator will pay completed milestones during the suspension that are payable in accordance with the terms of the Awardee's Agreement.
- D. In accordance with article 20(GG) (Termination), the Program Administrator reserves the right to terminate the Agreement upon 30 calendar days written notice to the Awardee. Upon

termination, all remaining funds must be immediately returned to the Program Administrator.

13. Oversight and Accountability

- A. The Awardee shall comply with all oversight responsibilities set forth in Exhibit J.
- B. If the Awardee detects any actual or potential activity associated with the circumstances described in section 13.C (e.g., falsification, misspending, etc.) by any third parties, including but not limited to the Awardee's contractors, subcontractors, sub-awardees, consultants, employees, agents, affiliates, officers, directors or representatives, the Awardee shall notify CARB and the Program Administrator immediately and work with the Program Administrator to determine an appropriate course of action. The Awardee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of this Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.
- C. CARB or its designee reserves the right to recoup any voucher funds that were awarded pursuant to this Agreement due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Awardee, contractors, subcontractors, sub-awardees, consultants, employees, agents, affiliates, officers, directors or representatives. In the event that CARB determines that recouping voucher funds is necessary under the aforementioned circumstances, the Awardee agrees to return all voucher funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law. CARB reserves the right to prohibit any entity from participating in existing or future CARB programs, projects, or grants due to non-compliance with the Agreement or Program requirements, or due to misinformation, misrepresentation, or fraud.

14. Modification to Agreement

Any modification to this Agreement must be mutually agreed upon and in writing, fully executed by authorized representatives of both Parties, before it is effective. Any action taken by the Awardee that is not within scope of the Agreement without authorized modification to this Agreement is deemed not authorized and Program Administrator may prohibit such costs from being claimed as reimbursable hereunder.

15. Change of Business

Change in Business – The Awardee shall promptly notify Program Administrator of the occurrence of each of the following:

- A. A change to the Awardee's address.
- B. A change in the Awardee's business name or ownership.
- C. The existence of any litigation or other legal proceeding affecting the project.
- D. The occurrence of any casualty or other loss to project personnel, equipment, or third parties of a type commonly covered by insurance.

- E. Receipt of notice of any claim or potential claim against the Awardee for a patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Program Administrator's, and/or CARB's and CEC's rights.

The Awardee shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Program Administrator. A change of business entity or name change requires an amendment assigning or novating the Agreement to the new entity. In the event the Program Administrator is not satisfied that the new entity can perform as the original Awardee, the Program Administrator may terminate this Agreement as provided in Article 20(GG).

16. Notices and Contract Representatives

All notices that are required under this Agreement shall be provided in the manner set forth herein unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Monday-Friday) and delivered prior to 5:30 pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

CALSTART

For legal and contract matters:	For program matters:
Piero Stillitano, CFO	Nour Katabi, Project Manager II
CALSTART, Inc.	CALSTART, Inc.
48 S. Chester Avenue	48 S. Chester Avenue
Pasadena, CA 91106	Pasadena, CA 91106
Phone: 626-744-5608	Phone: 626-744-5603
Email: pstillitano@calstart.org	Email: nkatabi@calstart.org

City of Costa Mesa

For legal and contract matters:	For program matters:
Jones Mayer, City Attorney	Jennifer Rosales, Transportation Manager
City of Costa Mesa	City of Costa Mesa
3777 N. Harbor Blvd.	77 Fair Drive
Fullerton CA, 92835	Costa Mesa, CA 92626
Phone: (714) 754-5399	(714) 754-5180
Email: Jones.mayer@costamesaca.gov	Jennifer.rosales@costamesaca.gov

17. Insurance Requirements

The Awardee, and its sub-awardees as well as its contractors and subcontractors who are performing work under this Agreement shall comply with all insurance requirements outlined in Exhibit J, providing the Program Administrator with evidence of required coverages upon Agreement execution and upon request thereafter. After the voucher is awarded, failure to provide the certificate within 60 days from the voucher execution date may result in the termination of the Agreement. The Awardee understands no work shall begin, and no payments will be made under this Agreement, until the Awardee and sub-awardees, contractors, and subcontractors fully comply with all applicable insurance requirements and sufficient evidence of coverage, such as a certificate of insurance, is provided.

The Awardee is responsible for submitting evidence of insurance for the Awardee and its sub-awardees, contractors, and subcontractors annually to the Program Administrator, or upon request, until the end of the Agreement Term.

18. Representations and Certifications

- A. The Awardee has, and will have, full authority to execute this Agreement; and to provide the Services that it agrees to provide under this Agreement according to the terms set forth herein. Each person executing this Agreement on behalf of a party represents that he or she is duly authorized to execute and deliver this Agreement on that party's behalf.
- B. The Awardee is either a public agency, non-profit organization, or tribal government consistent with applicant eligibility as defined in Exhibit J.
- C. This Agreement is legally valid, binding and enforceable against the Parties.
- D. The Awardee personnel will comply with all applicable laws, rules and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, requisite licenses, registrations, approvals and exemptions required to perform obligations under this Agreement.
- E. The Awardee will ensure that all its personnel will comply with its obligations under this Agreement in a timely fashion, consistent with best practices in the industry.
- F. The Awardee certifies that there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder.
- G. The Awardee will ensure that the Awardee personnel have appropriate experience, qualifications and expertise to perform the Services according to Exhibit B. The Awardee agrees that only licensed professionals will be used to perform services or conduct work under this Agreement where such services are called for and where licensed professionals are required for those services under California law.

- H. The Awardee certifies that it has appropriate systems and controls in place to ensure that the equipment, materials and products provided by the Awardee, and its sub-awardees, contractors, and subcontractors, during performance of this Agreement will not infringe on any patent, copyright, trademark, related licenses, or other intellectual property.

19. Confidentiality and Data Security

In addition to the confidentiality obligations set forth in Exhibit H and Exhibit J, it is expressly understood and agreed that information the Awardee collects, generates, or acquires on behalf of the Program Administrator in performing its obligations under the Agreement may be deemed confidential by the Program Administrator, and therefore, the Awardee agrees to:

- A. Treat and protect such information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals (or Personal Identifying Information ("PII")), as confidential in accordance with California Information Practices Act (California Civil Code Sections 1798, et seq.) and other relevant State or Federal statutes and regulations.
- B. Observe complete confidentiality with respect to such information or data collected, generated, or acquired pursuant to the Agreement, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- C. Subject to section J below, the Awardee must acknowledge the confidential nature of information described in section A above; and, ensure that the Awardee, its employees, affiliates, officers, agents, and assigns (i) are informed of the confidential nature of such information; and, (ii) by agreement or otherwise, are prohibited from copying, revealing, or utilizing, for any purpose other than fulfillment of this Agreement, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Agreement.
- D. Sign all non-disclosure and confidentiality agreements provided by CARB, and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- E. Limit access to information and data collected, generated, or acquired pursuant to this Agreement only to necessary employees, agents, and contractors to perform their duties in fulfillment of the Agreement provisions.
- F. Notify the Program Administrator immediately and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section.

- G. Report any lost or stolen information, data, or equipment developed, purchased, or collected pursuant to this Agreement to CARB immediately, and to state or federal officials where required by applicable laws. The Awardee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach of confidential information, including PII, or to conduct its own independent investigation, and that the Awardee shall cooperate fully in such investigations. If applicable law requires or if CARB determines that notice to the individuals whose data has been lost or breached is needed, then the Awardee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. The Awardee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of the Awardee or any of its employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors or sub-awardees, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Agreement. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- H. Store all records in a secure and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
- I. Retain files during the Term of the Agreement plus five years and do not transmit them to any outside entity during this time except as otherwise approved by CARB.
- J. Transfer all project records, including the original records and all copies thereof, to CARB or the Program Administrator at the end of the five-year window described in section G above or upon termination, unless otherwise instructed by CARB.
- K. Not use any data or information, or any part thereof, obtained as part of the Agreement in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration without CARB's written consent.
- L. If the Awardee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 7920 et seq.) or other law, the Awardee shall give CARB at least fourteen (14) calendar days written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Awardee agrees that it will not challenge, or authorize or endorse any challenge to, any action or request by CARB to obtain a protective order or other court order to prevent the release of any information. The Awardee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public record requests.

- M. Provide CARB all pass phrases or passwords used for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Agreement.
- N. Ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual section 5350.1 and California Statewide Information Management Manual section 5305-A.
- O. Assume all responsibility and liability for the security and confidentiality of the PII and other confidential information under its control.
- P. Adhere to all CARB confidentiality, disclosure, and privacy policies.
- Q. Certify, represent and warrant that:
 - a) Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
 - b) It is in compliance and shall remain in compliance at all times during the Agreement Term with the following requirements and obligations:
 - I. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - II. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Awardee's plan to correct any negative findings shall be made available to CARB upon request;
 - III. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and the Awardee's plan to correct any negative findings and implementation progress reports shall be made available to the CARB upon request; and
 - IV. Privacy provisions of the Federal Privacy Act of 1974;
 - c) Compliance with industry standards and guidelines applicable to the work performed under the Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines

20. General Provisions

- A. ADA: Americans with Disabilities Act (hereinafter “ADA”) Language. The Awardee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Awardee and/or its contractors, subcontractors or sub-awardees, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Agreement, including Status Reports (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794, subd. (d)) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the “Accessibility Requirements”). For any Work provided to CARB or the public in PDF format, the Awardee, along with its contractors, subcontractors and sub-awardees, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB or the Program Administrator may request from the Awardee documentation of compliance with the requirements described above and may perform testing to verify compliance. The Awardee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Agreement.
- a) The Awardee must bring into compliance, at no cost to CARB or the Program Administrator, any Work by the Awardee, or its contractors, subcontractors, and sub-awardees, not meeting the Accessibility Requirements. If the Awardee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB or the Program Administrator, or within the time frame specified in said written notice, then the Awardee will be responsible for all costs incurred by the Program Administrator and/or CARB in bringing the Work into compliance with the Accessibility Requirements. The Awardee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Agreement for a period of one year following delivery of the final deliverable under this Agreement.
- b) Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.
- B. Amendment: This Agreement may only be amended by a written amendment to this Agreement which has been fully executed by authorized representatives of both Parties.
- C. Assignment: The Agreement is not assignable by the Awardee, either in whole or part, without the consent of CARB and the Program Administrator.

- D. Assurances: The Program Administrator reserves the right, but not the obligation, to seek further written assurances from the Awardee and any of the Awardee's contractors, subcontractors, employees, agents, officers, sub-awardees or affiliates, that the work performed under this Agreement will be performed consistent with the terms and conditions of this Agreement.
- E. Audits: The Awardee agrees that CARB, CEC, the California Department of General Services, the California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Awardee and all State funds received. The Awardee agrees to maintain such records for possible audit for a minimum of five (5) years after the term of the Agreement is completed unless a longer period of records retention is agreed to in writing by the Program Administrator and the Awardee. The Awardee agrees to allow auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Awardee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure auditors have the ability and right to audit records and conduct interviews of any and all sub-awardees, contractors, consultants and subcontractors in relation to performance or use of the voucher funds under this Agreement.
- F. Availability of funds: CARB's and the Program Administrator's obligations under the Agreement are contingent upon the availability of funds. In the event funds are not available, the Program Administrator and the State shall have no liability to pay any funds whatsoever to the Awardee or to furnish any other considerations under the Agreement or for any other reason.
- G. Awardee's responsibility for work: The Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, agents, employees, representatives, affiliates, sub-awardees, contractors, subcontractors, suppliers, and providers of services. The Awardee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. Neither CARB nor the Program Administrator will mediate disputes between the Awardee and any other entity concerning responsibility for the performance of work. All subcontracts must be submitted to CARB or the Program Administrator upon request for review prior to execution. CARB may also request them during or after the Agreement Term and the Awardee agrees to provide them within five (5) calendar days. Nothing contained in this Agreement or otherwise creates any contractual relation between CARB and any subcontractors of the Awardee, and no subcontract may relieve the Awardee of its responsibilities under this Agreement. The Awardee shall only distribute CMO voucher funds on a reimbursement basis and shall not use voucher funds for advance payments to contractors, subcontractors, service providers, suppliers, sub-awardees, or other third parties.

The Awardee and third party agreements must, at a minimum, incorporate all of the following:

- a) A clear and accurate description of the material, products, or services to be procured.
- b) A detailed budget and timeline.
- c) Provisions that allow for administrative, contractual, or legal remedies in instances where the Awardee or third party violates or breaches contract terms, and provides for such sanctions and penalties as may be appropriate.
- d) Provisions for termination by the Awardee, including termination procedures and the basis for settlement.
- e) A statement that further assignments will not be made to any third party or subsequent tier subcontractors without advance written consent of CARB.
- f) Language conforming to Infrastructure requirements for Compliance with Assembly Bill 841 (Ting 2020) and all of General Provisions of this Agreement.

Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Agreement and grounds for immediate termination.

- H. Compliance with laws, regulations, etc.: The Awardee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements of the Agreement.
- I. Computer software: The Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Agreement for the acquisition, operation, or maintenance of computer software violation of copyright or other intellectual property laws.
- J. Conflict of Interest: Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003).

- a) For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
 - b) Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
 - c) Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
 - d) The Awardee certifies that it is, and shall remain, in compliance with all applicable California (hereinafter "State") and federal conflict of interest laws during the entire Term of this Agreement. The Awardee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Agreement. The Awardee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Agreement Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Awardee's ability to perform the Agreement. The Awardee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Agreement Term.
- K. Construction: This Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
- L. Damages of breach affecting tax exempt status: In the event that any breach of any of the provisions of the Agreement by the Awardee shall result in the loss of tax-exempt status for any State bonds, the Awardee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
- M. Disadvantaged Communities: The Awardee, for the purposes of this Program and its related Projects, will designate disadvantaged communities, as identified by the California Environmental Protection Agency's California Communities Environmental Health Screening Tool (CalEnviroScreen 4.0) that assesses all census tracts in the State to identify areas disproportionately burdened by, and vulnerable to, multiple sources of pollution. The identified disadvantaged community census tracts are available at:
<https://calepa.ca.gov/envjustice/ghginvest/>

- N. **Dispute:** The Awardee shall continue with the responsibilities under the Agreement during any dispute between the Awardee and Program Administrator or CARB, unless otherwise directed by CARB. The Awardee will work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from the implementation of the Agreement. However, any disagreement that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any rights or remedies that the Parties may have under the law.
- O. **Environmental justice:** In the performance of the Agreement, the Awardee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations of the State. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state, and federal law.
- P. **Fiscal management systems and accounting standards:** The Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit the tracing of the awardee funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State, or federal law or the Agreement. Unless otherwise prohibited by local, State or federal law, the Awardee further agrees that it will maintain separate voucher fund accounts as required to manage and administer the Project, in accordance with generally accepted accounting principles.

The Awardee shall not commingle the Voucher Funds with any other accounts, revenues, grants, donations, or funds. The Awardee shall maintain all Voucher Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Agreement. The bank accounts must be held in the name of the Awardee (the official agency name, and not a dba), and no other person or entity. Voucher Funds are not the assets of the Awardee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Awardee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, Sub-awardees, representatives, employees, or affiliates. All Voucher Fund accounts shall adequately and accurately depict all amounts received and expended.

- Q. **Force majeure:** Neither the Program Administrator nor the Awardee are liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Agreement. The Program Administrator may terminate this Agreement immediately, in writing and without penalty, in the event the Awardee invokes this clause, in which case the Awardee shall immediately return all remaining Voucher Funds to the

Program Administrator or their designee, cease all expenditure of Voucher Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Agreement.

- a) If the Agreement is not terminated by the Program Administrator pursuant to this clause, upon completion of the force majeure event, the Awardee must immediately re-commence the performance of its obligations under this Agreement. The Awardee must also provide to the Program Administrator a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Voucher Funds, while minimizing the effects of the delay caused by the force majeure event.
- b) An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Agreement.

- R. Governing law and venue: The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. The Program Administrator and the Awardee hereby agree that any action arising out of the Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Awardee hereby waives any existing sovereign immunity for the purposes of the Agreement.
- S. Headings: The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Agreement.
- T. Indemnification and Hold Harmless: The Awardee agrees to indemnify, defend, and hold harmless the State of California, CARB, the Program Administrator, CEC, and their respective officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Awardee or any of its contractors, subcontractors, affiliates, employees, officers, agents, sub-awardees, and/or assigns, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation, design, or implementation of any equipment or vehicles purchased, acquired, developed, modified, or used with Voucher Funds, in whole or in part.
- U. Independent contractor: The Awardee, and its agents, employees, affiliates, contractors, subcontractors, suppliers, officers, sub-awardees, and assigns, if any, in their performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California, CARB, CEC or the Program Administrator.
- V. Nondiscrimination: During the performance of this Agreement, the Awardee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information,

marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Agreement or funded with Voucher Funds. In addition:

- a) During the performance of this Agreement, the Awardee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall the Awardee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.
- b) The Awardee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c) The Awardee and its contractors, subcontractors, consultants and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations of the Civil Rights Council (California Code of Regulations, title 2, section 11000 et seq.) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d) The Awardee and its contractors, subcontractors, agents and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Awardee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts and agreements where work is performed to fulfill any term or condition of this Agreement.

- W. No third-party rights: The existence or terms of this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Agreement, or of any duty, covenant, obligation or undertaking established herein.
- X. Office of Foreign Asset Control: The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Awardee represents, warrants and agrees that neither the Awardee nor any of its contractors, subcontractors, sub-awardees, affiliates, agents, employees, officers, representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals ("SDN") or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- Y. Ownership: The Awardee acknowledges, accepts, and agrees that all rights, including all intellectual property rights, in and to PII, data, information, documentation, materials, or other intellectual property developed, licensed, or acquired in performance of this Agreement shall remain the exclusive property of CARB and/or CEC. The Awardee has a non-exclusive, royalty-free license to access and use such information and property solely for performing its obligations under this Agreement. Nothing herein shall be construed to confer any license in such information or property, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information or property by the Awardee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the Awardee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by CARB or the Program Administrator. It will be the Awardee's responsibility to immediately turn over this property and information to CARB no later than 10 business days prior to the termination, cancellation, or expiration of this Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan. No such information, data, documents, or

intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Awardee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Agreement, the Awardee shall provide CARB and/or CEC a prompt written notice prior to disclosure with sufficient time for CARB and/or CEC to challenge or stay any release in an appropriate court of law.

- Z. Parties: When referred to herein, the Awardee and Program Administrator each includes their heirs, successors, assigns, designees, predecessor-in-interest, successor-in-interest, shareholders, members, partners, officers, directors, managers, employees, employers, principals, and agents whether or not named as a party to this Agreement.
- AA. Personally Identifiable Information: Information or data, including but not limited to personally identifiable information ("PII") and all records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. During the Term, in the performance of any of the terms or conditions of this Agreement, the Awardee agrees to safeguard all such information, records, applications, PII and data which comes into their possession or control in perpetuity, and shall not release or publish any such information, data, or records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- BB. Prevailing wages and labor compliance: If applicable, the Awardee agrees to be bound by all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. If applicable, the Awardee shall monitor all agreements subject to payment from the Agreement to ensure that the prevailing wage provisions of California Labor Code 1720-1861 are being met.
- CC. Project Records:
 - a) The Awardee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include the Awardee, and any sub-awardee, financial and Program records ("Project Records").
 - b) The Awardee shall:
 - I. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Agreement plus three years. Upon completion of the required record-retention period, the Awardee must submit all Project records to Program Administrator. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from Program Administrator.
 - II. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent

version, as provided under section 20.A of this Agreement.

- III. Develop a systematic process and schedule to backup Project database(s) each day, at a minimum.
 - IV. Develop and submit to Program Administrator a plan for disaster recovery of all relevant software applications, websites, and data.
 - V. Develop and enforce security measures to safeguard Project database(s).
 - VI. Provide data updates to Project Administrator and/or CARB upon request, which could include all Project records.
 - VII. Provide periodic data summaries to Project Administrator.
 - VIII. Provide quarterly and annual Status Reports to Project Administrator detailing the status of the Project. Where requested by Project Administrator, the Awardee will clarify, supplement, modify, or update its Status Reports at no additional cost to Program Administrator or CARB.
- c) The Awardee shall retain a combined file for the Project containing:
- I. Original executed copy of the Agreement and exhibits, as well as any amendments to the Agreement, if applicable.
 - II. Program-administrator-approved plans, policies, procedures, and manuals.
 - III. Copies of Awardee's Voucher Request Forms and supporting documentation.
 - IV. Documentation of earned interest generation and expenditure (see Section 20 (Q) for more information).
 - V. Communications between the Awardee and the Program Administrator, CARB, and/or sub-awardee(s).
 - VI. Copies of all deliverables from the Awardee.
 - VII. Copies of any decision that Program Administrator and/or CARB have made in support of the Awardee projects, such as minor changes in project scope, changes in timeline, or line-item shifts.
 - VIII. Data that has been collected during the implementation of the Awardee project.
 - IX. Any documents, files or webpages that have been created to support the outreach of Program.

- X. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
 - XI. An official file for Program, which shall adequately document all significant actions relative to the project.
 - XII. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of the Awardee.
- d) All Project records must be retained for a period of five (5) years after termination or expiration of the Agreement, whichever occurs first. Upon completion of the third year of record retention, the Awardee shall submit all remaining Project records to the Project Administrator that have not previously been requested or turned over to the Project Administrator. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from the Project Administrator or CARB.
- e) All Project records are subject to audit pursuant to the audit provisions of this Agreement.

DD. Remedies:

- a) Alternative Enforcement: The remedies set out in this Agreement are contractual in nature. Nothing stated in this Agreement in any way limits, prevents or precludes the Program Administrator or the State of California from taking enforcement action, exercising any police power or prosecuting any violation of law.
- b) Cumulative: The rights and remedies of the Parties to this Agreement, whether pursuant to this Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

EE. Severability: If a court of competent jurisdiction holds any provision of the Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.

FF. Survival: The Awardee acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract or Agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.

GG. Termination:

- a) Termination Without Cause by Program Administrator. This Agreement may be terminated at any time for any or no reason by Program Administrator upon providing thirty (30) days advance written notice.
- b) Termination for Cause by the Awardee. Upon providing ninety (90) days advance written notice to Program Administrator, this Agreement may be terminated by the Awardee if Program Administrator has breached a material provision of the Agreement.
- c) Termination for Cause by Program Administrator. This Agreement may be terminated by Program Administrator without advance notice at any time if Program Administrator has determined, in its sole discretion, that the Awardee, or any of the Awardee partners, consultants, contractors, subcontractors, employees, representatives, agents, officers, affiliates, or sub-awardees has breached any of the terms or conditions of this Agreement or has violated or are in violation of any of their respective obligations or responsibilities under this Agreement or any other agreement where CARB is an intended third party beneficiary.
- I. Non-performance (Breach) Provisions. The Awardee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Agreement. These circumstances will be solely determined by CARB and include, but are not limited to:
 - 1. Failure to comply with any of the provisions of the Agreement, including Exhibits.
 - 2. Failure to obligate or expend Voucher Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 - 3. Insufficient performance or widespread deficiencies with Voucher Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - 4. Misuse of Voucher Funds.
 - 5. Funding of ineligible activities or other items.
 - 6. Exceeding the allowable Voucher Fund.
 - 7. Insufficient, incomplete, or faulty documentation.
 - 8. Failure to provide required documentation or reports requested from Program Administrator, CARB, or other State agencies, in a timely manner.
 - 9. Poor performance as determined by a review or fiscal audit.

- II. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Agreement, upon request by the Program Administrator, the Awardee will also perform as follows:
1. Within fourteen days of any request, timely develop and implement a corrective action plan.
 2. Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, sub-awardees and employees to immediately cease all work and spending.
- d) Upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately turn over all remaining Voucher Funds in its possession or control and all records, PII, intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Voucher Funds, the Project and the Program, as well as any other materials requested by the Program Administrator or as otherwise required by any of the provisions of this Agreement.
- e) The Program Administrator, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another awardee.
- f) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Awardee shall immediately cease all work, and cease all expenditure of Voucher Funds.
- g) Unless otherwise directed in writing by the Program Administrator, upon termination of this Agreement or upon issuance of the termination notice (whichever occurs sooner), the Awardee shall submit a final Voucher Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by the Program Administrator before any final payments are disbursed. Upon receipt of the Voucher Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, the Program Administrator, at its sole discretion, may make a final payment to the Awardee. This payment shall be for all Program-Administrator-approved, actually incurred costs that in the opinion of the Program Administrator are justified. However, the total amount paid shall not exceed the total authorized amount for the Voucher Funds.
- HH. Third Party Beneficiary: The Awardee represents, warrants and agrees that the Awardee shall name CARB and the State of California as third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Voucher Funds, or for the purpose of carrying out any of the terms or conditions of this Agreement during the Term.

- II. **Timeliness:** Time is of the essence in performance of the Agreement. The Awardee agrees to proceed with and complete all of its obligations under the Agreement in an expeditious manner.
- JJ. **Waiver of rights:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Program Administrator, CARB, or the State provided for in the Agreement are in addition to any other rights and remedies provided by law.
- KK. **Russian sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (herein after 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 or grants with, and to refrain from entering into any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Awardee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Awardee advance written notice of such termination, allowing the Awardee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. Entire Contract

This Agreement, and all Exhibits hereto, and any documents incorporated by reference represents the entire agreement between the Parties hereto related to the Awardee providing services to the Program Administrator, and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Agreement. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

22. Authority

Each person executing this Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Agreement on that Party’s behalf.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

<p>CALSTART, Inc.</p> <p>By: _____ (Signature)</p> <p>Name: <u>Piero Stillitano</u> (Print Name)</p> <p>Title: <u>Chief Financial Officer</u> (Print Title)</p> <p>Date: _____</p>	<p>City of Costa Mesa:</p> <p>By: _____ (Signature)</p> <p>Name: <u>Lori Ann Farrell Harrison</u> (Print Name)</p> <p>Title: <u>City Manager</u> (Print Title)</p> <p>Date: _____</p>
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EXHIBIT A

Notice of Intent to Award

From: [Clean Mobility Options](#)
To: jennifer.rosales@costamesaca.gov
Cc: [Katie Smet](#)
Subject: Notice of Intent to Award & Voucher Execution Checklist (A-5G City of Costa Mesa)
Date: Monday, October 9, 2023 11:57:26 AM
Attachments: [MPV Voucher Execution Checklist .pdf](#)
[Conflict of Interest Form.pdf](#)
[Confidentiality Statement Form.pdf](#)

NOTICE OF INTENT TO AWARD: MOBILITY PROJECT VOUCHER FOR THE CITY OF COSTA MESA

Dear Jennifer Rosales,

Congratulations! We are pleased to inform you of our intent to award the City of Costa Mesa the **Clean Mobility Options Voucher Pilot Program's 2023 Mobility Project Voucher (MPV)**. **Funding for your voucher has been reserved, as referenced below:**

Application #	MPV23W2A-5G
Project Title	Circuit Costa Mesa
Lead Applicant	City of Costa Mesa
Sub-Applicant(s)	Circuit Transit
Funds Reserved	\$1,500,000

Voucher Execution Deadline:

Please be advised that you have 180 days from receipt of this Notice of Intent to Award or until **April 6, 2024**, to execute your Voucher Agreement, following the Clean Mobility Options (CMO) Implementation Manual guidelines. To meet this deadline, please submit all required documents listed in the attached **MPV Voucher Execution Checklist** no later than **March 6, 2024**.

Next Steps and Assistance:

Our team is dedicated to assisting you throughout the voucher execution process. Following this email, Katie Smet from the Program Administrator team will contact you to schedule an Information Session for an upcoming Tuesday in the next two weeks. The Information Session will provide a thorough understanding of the CMO Voucher Execution process and CMO insurance requirements. If you have any inquiries regarding voucher execution, feel free to contact Katie Smet at ksmet@calstart.org.

Submission of Documents:

Please submit all required Voucher Execution Checklist documents to:

- admin@cleanmobilityoptions.org or CALSTART, Attn: Clean Mobility Options, 48 So. Chester Avenue, Pasadena, CA 91106.

Voucher Execution:

1. Once the Program Administrator receives, reviews, and approves your Voucher Execution Checklist documents, we will assemble and package your Voucher Agreement for e-signature. The following supporting documents are attached for your review and will be assembled in your packaged Voucher Agreement:
 - a. Attachment 2: Conflict of Interest Declaration

b. Attachment 3: Confidentiality Statement

2. After executing the Voucher Agreement, you will receive onboarding assistance from your Cohort Facilitator, who will guide you through the onboarding and implementation process. Resources to help implement your project can be found in the MPV Implementation Toolkit, [HERE](#).

IMPORTANT: The Voucher Agreement must be executed (signed by both parties), AND your insurance must be DEEMED compliant to commence work reimbursable from the funds in your Mobility Project Voucher.

Again, congratulations on your award! We are excited to work with you on your MPV project!

Sincerely,
Clean Mobility Options Program Administrator

Exhibit A – Attachment 1
Voucher Execution Checklist

VOUCHER EXECUTION CHECKLIST CITY OF COSTA MESA Please Submit the Required Documents no later than March 6, 2024, to admin@cleanmobilityoptions.org		
#	REQUIRED DOCUMENT	DESCRIPTION OF REQUIREMENTS
1	CERTIFICATE OF INSURANCE	<p>Please submit a Certificate of Insurance (COI) for the Project Lead and all sub-applicants, sub-contractors, and partner entities who will be working on the project in a paid, non-paid, volunteer pursuant to CMO Insurance Requirements outlined in the Implementation Manual (Sections X.1).</p> <p>Important note: The COI is not required to execute the voucher agreement but must be submitted within 60 days from the date of voucher execution.</p> <ul style="list-style-type: none"> CMO insurance compliance is required to submit payment requests after voucher execution for costs incurred and completed milestones related to the project. Only costs incurred from administrative activities between voucher execution and insurance compliance are reimbursable. <p><i>The information session will cover the Insurance Requirements, and the Awardee will receive a guide and sample Certificate of Insurance once it is finalized.</i></p>
2	APPROVED RESOLUTION	<p>Please provide an approved resolution or documentation of approval of the project from the governing board that will commit the lead agency or organization to comply with the following:</p> <ol style="list-style-type: none"> To comply with the requirements of the program; To accept the voucher funds; and To allocate any funding the awardee has committed to be part of the project application. <p><i>Click HERE to see sample resolutions. Resolution requirements will be covered in the information session.</i></p>
3	FLEET OWNERSHIP INFORMATION (If Available)	<p>If you are requesting CMO funding for motor vehicles or micromobility, please complete and submit the Fleet Ownership form. If the project team hasn't yet identified its fleet owner(s), you'll be asked to provide this information after voucher execution. This form identifies the party that will take ownership of the motor vehicles and/or micromobility devices funded by CMO.</p> <p><i>The information provided will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement, and will be covered in the information session.</i></p>

Exhibit A – Attachment 1
Voucher Execution Checklist

4	MOBILITY OPERATOR INFORMATION (If Available)	<p>If your project has identified a Mobility Operator, please complete and submit the Mobility Operator Information Form. This form should include the contact information of the mobility operator for each project service model if more than one. If a Mobility Operator has not been selected yet, please be prepared to provide this information no later than the first payment request for any vehicle or infrastructure equipment or within three months from the Voucher Agreement execution date, whichever comes first.</p> <p><i>The information provided will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement, and will be covered in the information session.</i></p>
5	PAYABLE PROJECT MILESTONE SCHEDULE (Optional)	<p>Your project has the option to use a milestone-based payment method for reimbursement. This method allows you to request payment upon completing milestones detailed on your Project Milestone Schedule. If using this payment method, please use your Project Milestone Schedule and budget worksheet to complete and submit a Payable Project Milestone Schedule using the template the Program Administrator will provide following the information session.</p> <p><i>The information session will cover the Payable Project Milestone Schedule components, and the Awardee will receive a sample once it is finalized. If you opt for this payment method, the Payable Project Milestone Schedule will be inputted into the Scope of Work, referred to as Exhibit B in your Voucher Agreement.</i></p> <p><i>Submission Format: Word preferred.</i></p>



From: [Mateo Henderson](#)
To: [jennifer.rosales](#)
Cc: ["Clean Mobility Options"; Perry Holmes](#)
Subject: FOR REVIEW and APPROVAL: City of Costa Mesa A-G5 CMO Voucher Agreement
Date: Thursday, April 18, 2024 12:04:12 PM
Attachments: [City of Costa Mesa G5-Voucher Agreement FOR REVIEW-4.5.24.docx](#)
[Exhibit B - \(G-5\) Scope of Work APPROVED 2024.03.15.docx](#)

Warning: This email was sent from an external source. Please beware of phishing or other suspect activity.

Dear City of Costa Mesa,

The CMO Program Admin (PA) Team is pleased to share the attached MPV Voucher Agreement Template and Scope of Work (Exhibit B) for your **review and approval**. After your review, please confirm approval of the attachments.

- **MPV Voucher Agreement Template and Scope of Work (Exhibit B):** Please pay special attention to the content in blue font to verify that the information accurately represents your project. If there are any sections left blank, kindly fill them in as necessary. Additionally, we request your approval of the "Project Overview" description in Exhibit B. This description will be featured in the CMO Press Release and on the CMO Website.
- The voucher agreement will include an additional exhibit, which will be shared once finalized. The exhibit will outline the reporting and recordkeeping requirements for all state-funded EVSE infrastructure installations. These reporting requirements are set by legislation [AB 2061](#) as implemented by the California Energy Commission. **If you wish to proceed with executing your voucher agreement before the additional exhibit is finalized, we'll promptly amend it to your agreement once it's ready.**
- **IT IS IMPORTANT TO NOTE that the terms and conditions in the agreement are non-negotiable.**

Voucher Execution Extension:

- The PA Team is granting an additional three months to execute your voucher agreement. This extension is based on today's date, moving the deadline to **July 17, 2024**.

Next Steps:

1. Initial Review and Approval:

- a. Upon approval of the Voucher Agreement and Exhibit B, along with the submission of the requested documents, the PA Team will proceed to assemble your voucher agreement into a PDF.
- b. Please send the outstanding Voucher Execution Checklist Documents shown in the table below to the PA team.

Voucher Execution Checklist Documents	Status
1. Project Milestone Schedule for Milestone-Based Payments (if applicable)	Completed
2. Approved Resolution	Completed
3. Fleet Ownership Form (if available)	Not submitted
4. Mobility Operator Form (if available)	Completed

2. Final Review and Approval:

- a. Once the initial process is completed, the PA Team will send the final voucher agreement for your review and approval.
- b. Upon your approval of the final voucher agreement, the PA Team will route the agreement for your signature.
- c. If executing your voucher before Exhibit K is finalized, we will work with you to amend Exhibit K to your agreement when it is ready.

EXHIBIT B

Scope of Work

Scope of Work

Attachment 1: Budget Worksheet

Attachment 2: Project Milestone Schedule (for awardees with cost-based payments)

VOUCHER NUMBER: MP23W2A-5G

TOTAL VOUCHER AMOUNT NOT TO EXCEED: \$1,500,000

1. Lead Applicant (Awardee) Information

Organization Name: City of Costa Mesa		
Organization Type: Public Agency		
Mailing Address: 77 Fair Drive		
City: Costa Mesa	State: CA	Zip Code: 92626
Lead Applicant Primary Contact Name: Jennifer Rosales		
Phone: 714-754-5180	Primary Email: jennifer.rosales@costamesaca.gov	

2. Project Overview

Project Title: Circuit Costa Mesa
<p>Project Objectives: <i>Describe the type of mobility service, number of vehicles or micromobility devices, location and target population that will benefit from service, and gaps or priorities the mobility service will address.</i></p> <p>The City of Costa Mesa is harnessing CMO Funding to introduce the Circuit Costa Mesa program, an all-electric on-demand shuttle service. This initiative is designed to provide safe, cost-effective, and convenient first and last-mile transportation connections for both the local community and visitors, connecting crucial destinations such as healthcare facilities, transportation hubs, grocery stores, and local businesses. Operating up to 10 hours a day, seven days a week, with ongoing updates based on community feedback. The program will expand mobility options for disadvantaged communities, establish links to public transit and essential community services, promote economic development, and contribute to improved air quality.</p>

EXHIBIT B: Scope of Work

Project Budget:		
Total Budget:	\$1,500,000.00	Budget Worksheet: See Attachment 1
<p>Promise to Repay Approved Costs: This Exhibit represents a promise to repay for approved costs used to (check all that apply):</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Lease or take ownership of motor vehicle(s) (GVWR 2,000 lbs or more) 2. <input type="checkbox"/> Lease or take ownership of bicycles, scooters, or other vehicles (under 2,000 lbs GVWR) 3. <input checked="" type="checkbox"/> Installation of electric vehicle supply equipment (EVSE) 4. <input type="checkbox"/> Installation of other infrastructure (Explain: <i>for example, bike infrastructure, solar infrastructure if applicable</i>) 5. <input type="checkbox"/> Other (Explain: _____) 		
Community Resource Contribution Items: See Exhibit C		
Community Outreach Plan: See Exhibit E (Section 4 of Phase 2 Application)		

Project Area Information:

- **Location (City/Neighborhood):** [Costa Mesa](#)
- **Project Eligibility:**
 - ☒ SB 535 Disadvantaged Communities
 - ☒ AB 1550 Low-Income Communities
 - ☐ Tribal lands within AB 1550 Low-income Communities or SB 535 Disadvantaged Communities

Census Tracts:

[0630.10](#)
[0633.02](#)
[0633.01](#)
[0634.00](#)
[0632.02 \(potential\)](#)
[0636.05](#)
[0636.04](#)
[0636.01](#)
[0637.01](#)
[0638.03 \(potential\)](#)
[0638.08](#)
[0637.02](#)
[0639.06](#)
[0639.05](#)

3. Sub-Applicant(s) Information (If Applicable)

Information about the organization(s) who have entered a partnership with the Lead Applicant. See the Letter of Commitment from the Sub-Applicant with the application (Exhibit E- Phase 2 application).

Organization Name: Circuit Transit		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Primary Contact Name: Perry Holmes		
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

4. Motor Vehicle Fleet Owner Information (If Applicable)

Information about the party that will take ownership of the motor vehicles used in the CMO shared mobility service. The party may be the same or different than the lead applicant. *Note: if the party is different from the lead application, the Fleet Owner must agree to abide by the terms and conditions in the voucher agreement.*

Organization Name: Circuit Transit		
Primary Contact Name: Perry Holmes		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

5. Mobility Operator Information (If Applicable)

Information about the mobility operator for each project service model (if more than one). The party may be the same or different than the lead applicant. *Note: Securement of the Mobility Operator with the contract is due by first payment for any vehicle or infrastructure equipment or within three months from the Voucher Agreement execution date, whichever is sooner.*

Project Service Model: On-Demand Shuttle		
Organization Name: Circuit Transit		
Primary Contact Name: Perry Holmes		
Mailing Address: 501 E Las Olas Blvd, Suite 300		
City: Ft. Lauderdale	State: FL	Zip Code: 33301
Phone: 248-990-2370	Primary Email: perry.holmes@ridecircuit.com	

Attachment 1- Budget Worksheet

Mobility Provider Voucher Budget Worksheet

Instructions: Use this budget worksheet to specify items needed for individual expense categories. Enter data in blue cells. Do not enter data in grey or white cells. Add rows as necessary. The entire sheet is "unlocked" and it is the applicant's responsibility to ensure that subtotals and calculations are accurate. Voucher amounts and category totals must comply with allowable voucher amounts in the Implementation Manual. For any contributed resource contributions to meet the 5-year Voucher Agreement Term, indicate monetary assets under "Community Resource Contributions". It is recommended that applicants additionally complete the optional "Category Eligibility Check Worksheet" in the table below to ensure that they meet eligibility requirements for categories that have minimum and maximum requirements. Please note that administrative activities can be reimbursed during the last year of your voucher agreement (Year 4 of Service Operation), this includes insurance compliance, activities associated with payment request submissions, data reporting, printing, record retention, and mailing.

Section 1: Project Components		Section 2: Voucher Budget							
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request	Annual Budget Breakdown Up to Year 3 of Service Operation Period						Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)
			(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)
Direct Labor (Fringe Benefits & Indirect Costs included)									
Voucher Administration	City of Costa Mesa Staff Time	\$39.97	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065	
				0					
				0					
Planning				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Travel/Mileage									
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775		
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725		
Planning Costs				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Equipment/Capital Costs (LEAD Only)									
Motor Vehicles and Associated Hardware				0					
				0					
Bicycles and Scooters				0					
				0					

Charging/Fueling Equipment and Installation	Electrical Installation	\$10,000	1	\$10,000	\$10,000				
				0					
Bicycle/Scooter Infrastructure and Installation (Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)				0					
				0					
				0					
Additional Transportation Enhancements (Maximum 25% of total voucher)				0					
				0					
Operations and Maintenance									
Subcontractor									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing	Marketing	\$2,754	3 years	\$8,263	\$2,163	\$2,600	\$2,000	\$1,500	
				0					
Operations and Maintenance	Vehicle Lease	\$72,225.33	3 years	\$216,676		\$70,800	\$72,216	\$73,660	
	Driver Hours	\$25.38	32,448 hours	\$823,660		\$269,135	\$274,517	\$280,008	
	Contractor Services	\$104,665.33	3 years	\$313,996		\$102,600	\$104,652	\$106,744	
Other (LEAD Only)									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance	Insurance	\$36,725.0000	3 years	\$110,175		\$36,000	\$36,720	\$37,455	
				0					
Grand Total									
Grand Total - Voucher Funding Term (Voucher Funds)				\$1,500,000.00	\$14,198.00	\$486,700.00	\$495,670.00	\$503,432.00	\$0.00
Grand Total - Other Funds Budget (Non-CMO Funds)									
Community Resource Contributions									
Resource contributions are assets contributed to the project to support long-term sustainability to meet the 5-year Voucher Agreement Term that includes a minimum of 4 years of service operation and beyond. Resource contributions are not eligible for payment through voucher funding. Instructions: Add in-kind monetary resource contribution assets.									

Optional: Category Eligibility Check Worksheet

Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.

Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount				
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				
Notes:					

**Attachment 2: Project Milestone Schedule
(for Awardees with Cost-Based Payments)**

CMO PROJECT MILESTONE SCHEDULE

PURPOSE: The **Project Milestone Schedule** is a tool to help you know when you need to meet CMO program milestones and to think about the timing and sequence of the project milestones your project needs to have in place to have your project be successful. **This template will be included in your voucher agreement** and will help to track progress towards your project plan. *Your project milestone schedule can be modified and updated over the voucher agreement term.*

INSTRUCTIONS: To complete your Project Milestone Schedule, fill out the template below. Items marked **RED** are requirements, and items color-coded **BLUE** are for you to modify:

1. Mark the **milestone number (Column A)**, **description of the milestone to achieve (Column B)**, and the **month number (Column C)** in which you plan to achieve the milestone over the 5-year voucher agreement term, starting with Voucher Execution (0 month). Please leave Calendar Date (Column D) blank. You can insert actual calendar dates (Column D) after your voucher has been executed.
2. Add in milestones and details for your project that are other additional steps critical to achieving launch within 15 months from project kick-off meeting.
3. Add/modify rows to this template, as appropriate, based on your project plan. At a minimum, you may use this template as your project milestone schedule, but you are encouraged to modify this template to suit your project.
4. Include work start dates as individual milestones for sub-contractors and other partners.

NOTE 1: Key CMO Program Requirements with deadlines are already in the template; you may meet these deadlines sooner than listed, but no later than those listed in order for you to meet the project launch deadline of within 1 year of voucher execution.

NOTE 2: Quarterly status reporting and payment reimbursements templates will be distributed to awardees at a later date, and are intended as opportunities to reflect the progress made on each of the project milestones.

DEADLINE: Submit your completed Project Milestone Schedule to: admin@cleanmobilityoptions.org in Word or Excel Format **PRIOR TO VOUCHER EXECUTION** in order to include in your voucher agreement.

Costa Mesa			
PROJECT MILESTONE SCHEDULE OVER 5-YEAR MOBILITY PROJECT VOUCHER TERM			
A. MILESTONE NUMBER	B. DESCRIPTION OF MILESTONE TO BE ACHIEVED	C. MONTH NUMBER ACHIEVED	D. CALENDAR DATE [ADD AFTER VOUCHER EXECUTION]
Voucher Agreement Execution – COMPLIANCE			
1	Voucher agreement executed.	0 months	[Input AFTER Voucher executed]



CMO PROJECT MILESTONE SCHEDULE

2	Project Kick-Off Meeting: Project must be deemed insurance compliant by the Program Administrator.	60 days (Program Requirement)	[Input AFTER Voucher executed]
3	Secure contract with a Mobility Provider. Provider: Circuit Provide proof of contract to the Program Administrator that a mobility provider is secured and under contract.	3 months (Program Requirement)	[Input AFTER Voucher executed]
1st Funding Year - PLANNING ([Kick-off meeting date] - 15 months) (Launch is required by 15th month)			
4	Acquire all planned CMO-funded vehicles and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
5	Complete final installation of all planned CMO-funded infrastructure and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
6	Soft Launch mobility service. Intended users of the service start using the service.	15 months (Program Requirement)	[Input AFTER Voucher executed]
7	Implement Launch Marketing Plan, including official launch with a launch event.	3-4 months	
8	Institute regular schedule of project team meetings and community engagement	0-4 months	
2nd Funding Year - OPERATION YEAR 1			
9	Continue operating mobility service in compliance with CMO T&Cs.	15 -24 months (Program Requirement)	[Input AFTER Voucher executed]
11	Community Outreach & Engagement (ongoing)	0-24 months	
12	Sell and execute third party advertising campaigns on vehicles (ongoing)	0-24 months	
13	Explore additional funding to sustain or expand program	4-24 months	



CMO PROJECT MILESTONE SCHEDULE

3rd Funding Year - OPERATION YEAR 2			
14	Continue operating mobility service in compliance with CMO T&Cs	25 -36 months (Program Requirement)	[Input AFTER Voucher executed]
15	Community Outreach & Engagement (ongoing)	25-36 months	
16	Sell and execute third party advertising campaigns on vehicles (ongoing)	25-36 months	
17	Explore and/or secure additional funding to sustain or expand program	25-36 months	
4th Voucher Year - OPERATION YEAR 3			
18	Continue operating mobility service in compliance with CMO T&Cs.	37 -48 months (Program Requirement)	[Input AFTER Voucher executed]
19	Sell and execute third party advertising campaigns on vehicles (ongoing)	37-48 months	[Input AFTER Voucher executed]
20	Community Outreach & Engagement (ongoing)	37-48 months	[Input AFTER Voucher executed]
21	Explore and/or secure additional funding to sustain or expand program	37-48 months	
5th Voucher Year (Only CMO Admin Funding) - OPERATION YEAR 4			
22	Continue operating mobility service in compliance with CMO T&Cs.	49 -60 months (Program Requirement)	[Input AFTER Voucher executed]
23	Sell and execute third party advertising campaigns on vehicles (ongoing)	49-60 months	
24	Community Outreach & Engagement (ongoing)	49-60 months	[Input AFTER Voucher executed]
25	Voucher Agreement Term Ends.	60 months	[Input AFTER Voucher executed]



EXHIBIT C

Community Resource Contributions

City of Costa Mesa

Community Resource Contributions (CRCs) from Application

#	Community Resource Contribution Type	Community Resource Contribution	Supporting Documentation (from Application)
1.	Relationships with project-relevant community groups or Community-Based Organizations (CBOs)	<p>The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to:</p> <ul style="list-style-type: none"> • Active Transportation Committee • Travel Costa Mesa • Costa Mesa Foundation • Costa Mesa Alliance for Better Streets (CMABS). • Costa Mesa Chamber of Commerce 	List of CBO's as a supporting documentation requirement, including Letter of Support from Costa Mesa Chamber of Commerce
2.	Project-related labor costs (up to 1 year prior to voucher application submission date)	City staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator).	Letter of Commitment from City of Costa Mesa
3.	Project-related labor costs during Voucher Funding Term that are not paid through voucher funds	<p>City staff:</p> <ul style="list-style-type: none"> • Provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. • Serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project. 	Letter of Commitment from City of Costa Mesa
4.	Project-related materials or assets already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term.	City staff will provide materials or assets for outreach and education, including web platforms and newsletters.	Letter of Commitment from City of Costa Mesa

5.	Technology and Equipment already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term. / Donated or acquired land for infrastructure or parking spaces.	City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)	Letter of Commitment from City of Costa Mesa
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EXHIBIT D

Phase 1 Application Submissions and Attachments

Entry #: 35 - City of Costa Mesa **Status:** Submitted **Submitted:** 3/1/2023 11:49 AM

INTRODUCTION

Welcome to the [Clean Mobility Options Voucher Pilot Project](#) (CMO) Application for Mobility Projects. Completed applications may be submitted after the application window opens on **Wednesday, March 1, 2023 at 9:00 am Pacific Time** and before it closes on **Wednesday, April 5, 2023 at 11:59 pm Pacific Time**. For CMO program information including the Implementation Manual, Application Guide, and supporting resources, please visit www.cleanmobilityoptions.org.

APPLICATION INSTRUCTIONS:

Before beginning the application process, please:

1. Review the Implementation Manual and Application Guide at www.cleanmobilityoptions.org/mpv-app-guide-1.
2. Check your [organization's eligibility](#) to apply.
3. Check that you have an [eligible project proposal](#).
4. Confirm you are able and willing to comply with the program's [general provisions](#).

When you are ready to proceed:

1. Complete this application, referring to the companion [Application Guide](#), and save the application prior to the opening of the application window on **Wednesday, March 1, 2023 at 9:00 am Pacific Time**. You may save and return to your application at any time prior to submission. To be accepted, the application must contain all true, accurate, and complete responses in all required fields. Required fields are marked with an asterisk (*).
2. After the application window opens at the date and time listed above, submit this application by returning to your saved application and pressing "SUBMIT" before the application window closes on **Wednesday, April 5, 2023 at 11:59 pm Pacific Time**. The "SUBMIT" function will be enabled once the application window opens.
3. Within 8 weeks of your submission, the Program Administrator will notify the primary contact whether the application has been approved and will move on to the **second and final phase**. For more information about Phase 2, see the Application Guide at www.cleanmobilityoptions.org/mpv-app-guide-1.

COMPANION APPLICATION GUIDE:

The [Application Guide](#) is a companion to this application form with tips for answering each question. We recommend that you read the guide before starting the application. "Guidance" links in the application questions below will take you to their corresponding sections in the guide to make this resource easy to use as you progress through your application.

IMPLEMENTATION MANUAL:

The Application Form (this page) and its companion [Application Guide](#) are derived from the [Implementation Manual](#) (IM). Please see the IM for comprehensive information about eligibility, general provisions, and related information.

ACCESSIBILITY OPTIONS:

Applicants are highly encouraged to submit the application online through this application portal. However, if desired, applicants may request a document-based application by email to application@cleanmobilityoptions.org or by postal mail to:

Clean Mobility Options
c/o CALSTART
48 South Chester Avenue
Pasadena, CA, 91106

Mail-in applications will be timestamped as the day they are mailed (by postmark or receipt at the applicant's choice).

If you have any questions or need assistance, please contact the CMO Application Technical Assistance with your request.

MORE INFORMATION AND SUPPORT:

Technical assistance is available to help complete the application:

- Email: info@cleanmobilityoptions.org
- Phone: (626) 744-5760
- Web: www.cleanmobilityoptions.org/help

END SECTION

SECTION 1. PRIMARY CONTACT INFORMATION

Individual's Name	Title	Email Address	Phone	Additional Information
Jennifer Rosales	Transportation Services Manager	jennifer.rosales@costa mesaca.gov	(714) 754-5180	

END SECTION

SECTION 2. APPLICANT AND TEAM PROFILE**Lead Applicant Organization Name**

City of Costa Mesa

Lead Applicant Organization Address

77 Fair Drive, Costa Mesa, California 92626

Lead Applicant Organization Type

Public Agency

Indicate Which, if Any, Related CARB Programs the Lead Applicant Has Previously Received Funding For

None

Application Includes Sub-Applicants

Yes

Table

Organization Name	Role in Project	Organization Type	CA SOS #
Circuit Transit	Mobility Operator	Private organization - incorporated	4311608

Indicate the Lead Applicant's Relationship with the Mobility Operator

The mobility operator is a Sub-Applicant or other partner listed in this application.

Mobility Operator's Name

Circuit Transit

Year of Incorporation

2,018

Additional Mobility Operator Information (Optional)

The City is partnering with Circuit Transit as the mobility provider for this project. Circuit is an "experienced partner" listed in the CMO Clean Mobility Provider Directory.

Section2**END SECTION**

SECTION 3. PROJECT NARRATIVE

Project Name

Circuit Costa Mesa

Project Overview

Based on the results of the surveys and community engagement activities underlying our needs assessment, the Circuit Costa Mesa shuttle program will provide all-electric on-demand shuttle services catered to the needs of the local community. The program will be designed with the community's input and participation to provide safe, convenient, affordable, and accessible first / last mile connections. The goals of the program will be to improve mobility options for the community, provide connections to public transit and key community services, improve social determinants of health related to transportation accessibility, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

The shuttle will be administered by the City of Costa Mesa and operated by Circuit Transit Inc. (Circuit). Circuit will provide a turn-key service, including employing and training a team of local driver ambassadors, providing and maintaining electric vehicles for service, obtaining appropriate storage and charging facilities, providing technology, and insurance for the service. Circuit currently operates in several nearby cities and will leverage its local Southern California teams and resources to quickly launch and effectively run the service.

The shuttle will operate as an on-demand service using a fleet of dedicated all-electric vehicles. Riders can request rides within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, by phone, and by waving down a vehicle. Rides will be available for a low flat rate fare to the general public, with reduced cost plans available for qualifying individuals. The service will include an electric ADA accessible vehicle for riders requiring ADA assistance, which can be indicated in the ride request app or when requesting by phone. If a fare is implemented, a contactless fare program will accept payment via credit card, debit card, or prepaid card, with accommodations for unbanked participants and those without a smartphone.

The service will operate up to 12 hours per day, 7 days a week, with adjustments made based on feedback from the community and City and as data from the service comes in to best align with the needs of the community.

The focus of the service area will be on key destinations for the local population and visitors, including healthcare, transportation hubs, grocery, senior living facilities, and other destinations as determined through community feedback. Over this period, the service can be adjusted and honed to the needs of this community, to the extent necessary and permitted by CMO.

The service will be provided primarily in the SB 535 Disadvantaged Communities and AB 1550 Low-income Communities west of Newport Blvd, connecting these neighborhoods with the W 19th Street Corridor and the 17th Street Corridor. While less of the 17th Street is geographically designated as Disadvantaged or Low-Income, it includes important transit connections (OCTA Route 55), grocery stores, shopping, and job centers. Circuit, the City, and community partners, will work with the community to identify key hot spots within this geofenced zone.

The service will be reviewed by the project team monthly, quarterly, and on an as needed basis. Hours, vehicles, and/or service territory will be reviewed and may be adjusted as needed according to service data and input from the community.

Vehicles will be stored, maintained, and charged at a local facility obtained by Circuit.

No additional infrastructure is expected to be installed for this program. No additional transportation enhancement is proposed other than the core project model. Data from this service may be used to inform other transportation and urban planning.

The City will also engage community partners such as the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, the Costa Mesa Alliance for Better Streets (CMABS), and the Costa Mesa Chamber of Commerce to provide outreach and marketing services and engage with the community for feedback and input to continually improve the service. Circuit will provide regular data reports to the City.

Service Models

Innovative transit services (e.g., on-demand shuttle or micro-transit)

Innovative Transit Services - Type

Shuttle On-Demand Service

Vehicle Types to be Deployed

Light-Duty Battery-Electric Vehicles (CVRP-Eligible)

Medium-Duty Battery-Electric Vans and Buses (HVIP-Eligible)

Section**Enter Your Requested Voucher Amount**

\$1,500,000.00

Indicate the Stage of Your Project

New

Indicate the Status of Service Models in Your Community That are of the Same Type Which You Propose**The Same Type of Service(s) Already Exist and Is/Are Currently Operating in the Community**

No

The Same Type of Service(s) Previously Existed in the Community and Has/Have Ceased

No

END SECTION

SECTION 4. COMMUNITY TRANSPORTATION NEEDS ASSESSMENT**Section****Transportation Access Data – 3 Data Sources**

Source 1: US EPA Walkability Index

Source 2: Average Cost Per Week For Fueling Car (AAA)

Source 3: Existing Public Transit Stops (OCTA)

Survey of Project Area Residents

This needs assessment leverages the most recent Travel & Employment Survey conducted by True North Research for OCTA. While the survey included all of Orange County, more localized breakdowns of important data was also reported by smaller Supervisorial Districts.

Methodology:

"...2,019 randomly selected Orange County adult residents participated in the tracking survey between September 12 and September 30, 2022. The survey followed a mixed-method design that employed multiple recruiting methods (email, text and telephone) and multiple data collection methods (telephone and online). The interviews averaged 15 minutes in length and were conducted in English, Spanish, and Vietnamese. The results presented in this report are representative at the countywide level, as well as within the five Supervisorial Districts identified in Figure 1." (2)

Notable demographics:

"The sample profile matches Orange County's adult population profile on age, ethnicity, and homeownership based on the most recent Census American Community Survey (ACS) estimates, and is also balanced across Supervisorial Districts." (43)

September 2022 demographic highlights:

45% Male, 53% Female, 0.3% Other

37.7% Caucasian/White, 32.3% Latino/Hispanic, 1.5% Af Amer/Black, 20.0% Asian American, 3.4% Mixed or Other

44.3% Rent, 51.7% Own

84.2% Always, 8.2% Sometimes, 5.9% Rarely have access to a personal vehicle

OCTA's "Directions 2045" Long Range Transportation Plan (January 2023) further informed this needs assessment.

Copy of Survey Used



[Employment Travel Survey FINAL Report - 2022.pdf](#)

1.4 MB



Community Engagement – Activity 1

This needs assessment leverages the series of community engagement activities originally undertaken for the Costa Mesa Pedestrian Master Plan, released in June 2022. Engagement included six (6) walk audits, three (3) Community workshops, five (5) Active Transportation Committee presentations, one (1) Project survey, and one (1) Online mapping tool. "A qualitative analysis was conducted from the comments gathered in the outreach effort to identify common concerns and input shared by community members. Community members provided a total of 547 location specific comments.

Link to draft Pedestrian Master Plan (Community Engagement - Chapter 2):

<https://www.costamesaca.gov/home/showpublisheddocument/51012/637970200120200000>

Draft Pedestrian Master Plan Appendices (Appendix B Walk Audit summaries, Appendix C Community Workshop summaries, Appendix D Project Survey):

<https://www.costamesaca.gov/home/showpublisheddocument/51456/637903085596770000>

Community Engagement – Activity 2

This needs assessment leverages community engagement originally undertaken for the Costa Mesa Local Road Safety Plan, completed in May 2022. Engagement included two virtual Stakeholder Meetings (Aug. 18, 2021, Nov. 2, 2021), a Field Tour Stakeholder Workshop (Sept. 21, 2021), and a Public Meeting (Nov. 17, 2021). "During the meeting, members of the public were provided project background and objectives and a presentation of the collision trends, emphasis areas, best practices, and identified opportunities and case study sheets. (LRSP, 9)

Link to City's Local Road Safety Plan: <https://www.costamesaca.gov/home/showpublisheddocument/51996/637970203396030000>

Community Engagement – Additional (Optional)

Summary Report of Findings



[Costa Mesa CMO Community Transportation Needs Assessment.pdf](#)

47.9 KB



Was Your Needs Assessment Developed by a Previous CTNA Awardee Who Is Not Part of This Proposal?

No

END SECTION

SECTION 5. PROJECT AREA

Where is Your Project Located?

SB 535 Disadvantaged Communities (see Map Reference), AB 1550 Low-income Communities (see Map Reference)

Map Reference:

<https://cleanmobilityoptions.org/project-area-mapping-tool>

Select a Method for Describing the Boundaries of the Project Area

List of Census Tract(s)*

List of Census Tract(s) of the Project Area

The project area will include all or some of the following tracts:

0630.10

0633.02

0633.01

0634.00

0632.02 (potential)

0636.05

0636.04

0636.01

0637.01

0638.03 (potential)

0638.08

0637.02

0639.06

0639.05

Project Area Setting Description

One or multiple neighborhoods within an incorporated city/town

Section

Name of County (or Counties)

Orange County

Name of City/Cities or Town(s)

Costa Mesa

END SECTION

Untitled

SECTION 6. ATTESTATIONS AND SIGNATURE

Signature

Signature Date

3/1/2023



Signed by

Jennifer Rosales

Position

Transportation Services Manager

Upload Signature (as needed)

Are You Ready to Submit the Application?

Yes

***Application Window opens at 9:00
am PT on Wednesday, March 1, 2023**



EMPLOYMENT & TRAVEL SURVEY
SUMMARY REPORT ON PANDEMIC IMPACTS

PREPARED FOR
OCTA



OCTOBER 27, 2022

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INTRODUCTION

The arrival of coronavirus in California triggered a statewide shelter-in-place mandate in March 2020, effectively shuttering many sectors of the world's fifth largest economy for several months and sending ripple effects through most aspects of daily life. In addition to the direct economic impacts including job losses, salary cuts, and reduced spending, the threat of COVID-19 and the closure of non-essential businesses dramatically altered how and where people work, play, shop, and travel. Although the State began a phased reopening of the economy several months later, public health restrictions remained throughout 2020 and into 2021, and many businesses and employees found themselves forced to operate under altered work arrangements. Within four months of the pandemic's arrival, full-time employment in Orange County declined by 9%, the number of employees who worked from home at least one day per week jumped from 23% to 61%, and the average number of days worked from home among *all* employees increased from 0.76 to 2.52 per week. The pandemic also prompted dramatic changes in travel behavior, with Orange County residents reporting significant reductions in the number of days they drive alone, carpool, or use public transit.¹

Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, many preferred to keep their remote work status. Eighteen months after vaccines were made widely available to all adults, questions still remain as to what percentage of workers have returned to the office, how they are commuting, and whether they anticipate these patterns will change or if this is effectively the new normal. The answers to these questions are highly relevant to OCTA's mission to develop an integrated and balanced transportation system that supports the diverse travel needs and reflects the character of Orange County.

MOTIVATION FOR RESEARCH The purpose of the study described in this report was to develop a statistically reliable understanding of how public attitudes, working arrangements, travel behaviors, and mode choice have been altered over the course of the pandemic, as well as how these patterns could change in the upcoming year. This tracking survey represents the third in the study series. A baseline survey (presented to OCTA in August 2020) profiled work arrangements, travel behavior, and relevant activities among Orange County residents prior to the pandemic (January & February 2020) and several months into the pandemic (June 2020) to document changes. A tracking survey conducted in September 2021 captured the same information for the September 2021 period, as well as respondents' expectations for what was referred to as the *post-pandemic* period. This third tracking survey gathered the same employment and activity data for the current period (September 2022) and expectations a year from now (September 2023).

Specifically, the current tracking survey was designed to:

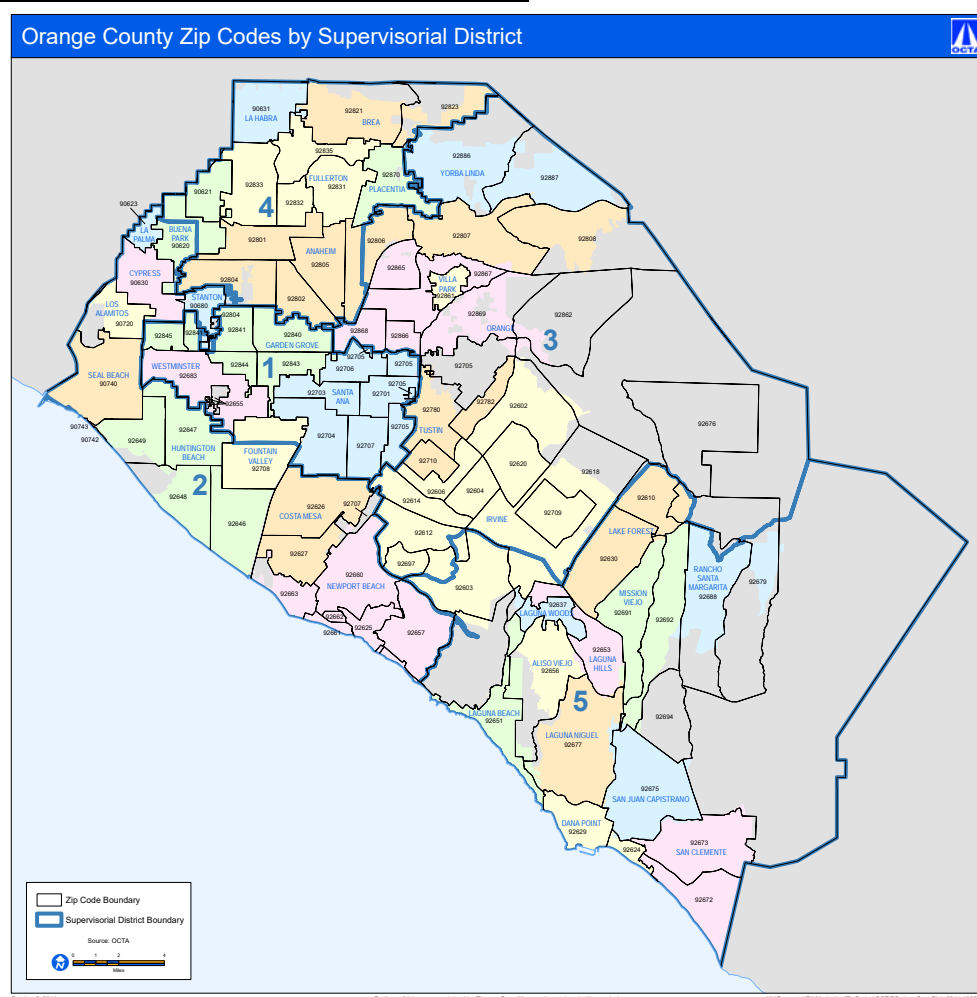
- Identify the issues that residents view as the most important facing Orange County today
- Gauge residents' expectations for the coronavirus pandemic

1. Source: *Employment and Travel Survey: Summary Report on Pandemic Impacts*, report prepared for OCTA by True North Research, August 12, 2020.

- Profile their employment status, work schedule, frequency of remote work, and commute behavior in September 2022 and expectations for a year from now (September 2023)
- Profile their use of rideshare, transit, and active transportation, as well as their shopping and dining habits in September 2022 and expectations for September 2023
- Among employees who work from home, gauge the impacts of doing so on their work experiences and performance

OVERVIEW OF METHODOLOGY A full description of the methodology used for this study is included later in this report (see *Methodology* on page 44). In brief, a total of 2,019 randomly selected Orange County adult residents participated in the tracking survey between September 12 and September 30, 2022.² The survey followed a mixed-method design that employed multiple recruiting methods (email, text and telephone) and multiple data collection methods (telephone and online). The interviews averaged 15 minutes in length and were conducted in English, Spanish, and Vietnamese. The results presented in this report are representative at the countywide level, as well as within the five Supervisorial Districts identified in Figure 1.

FIGURE 1 MAP OF SUPERVISORIAL DISTRICTS AND ZIP CODES



2. A total of 6,776 interviews were completed between the baseline survey and two tracking surveys.

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the section titled *Key Findings* is for you. It provides a summary of the most important factual findings of the surveys and a discussion of their implications. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the surveys by topic area (see *Table of Contents*), a description of the methodology employed for collecting and analyzing the data (see *Methodology* on page 44), and the questionnaire used for the interviews (see *Questionnaire & Toplines* on page 47).

Where appropriate, the results of the baseline survey (August 2020) and the initial tracking survey (September 2021) have been incorporated into graphics and analyses in this report alongside data collected in the 2022 tracking survey to provide a more complete picture of how employment arrangements, travel behavior, and activities have changed over the trajectory of the pandemic.

ACKNOWLEDGMENTS True North thanks OCTA for the opportunity to assist the agency with this important study, especially Alice Rogan, Kurt Brotcke, and Darrell Johnson. Their collective expertise, local knowledge, and insight improved the overall quality of the research presented here.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of OCTA. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups, and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, organizational development, establishing fiscal priorities, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,200 survey research studies for public agencies, including more than 500 studies for California municipalities, special districts, and transportation planning agencies.



KEY FINDINGS

This study was designed to provide OCTA with a statistically reliable understanding of how Orange County residents' attitudes, working arrangements, travel behaviors, and activities were altered over the course of the pandemic, as well as how these patterns may have change as the pandemic recedes. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

Is the coronavirus pandemic still top-of-mind for Orange County residents?

When asked in June 2020 to identify the *most* important issue facing Orange County, the coronavirus pandemic/COVID-19 naturally topped the list, being mentioned by more than one-third (34%) of respondents. The next nearest specific issues were homelessness (12%), housing availability/affordability (7%), traffic congestion (6%), and public safety/drugs/crime (5%).

Residents' concerns about the coronavirus in June 2020 were driven, in part, by what they saw as the pandemic's trajectory in Orange County moving forward. Nearly two-thirds of respondents (63%) were pessimistic about the coronavirus outbreak in Orange County at the time, anticipating that the worst is yet to come. Approximately 20% were optimistic, feeling that the worst is behind us. The remaining respondents were either uncertain (16%) or preferred to not share their opinion (1%).

By September 2021, Orange County residents were far more optimistic about the path of the pandemic, with 53% feeling that the worst is behind us, 21% anticipating the worst is yet to come, and the remainder being unsure (25%) or unwilling to share their opinion (1%). Although still top of mind for many residents, the pandemic was no longer viewed as the most important issue facing the County, being replaced by homelessness (23%) and concerns about housing availability/affordability (15%) at the top of the list. Just 12% of respondents in the 2021 tracking survey identified the pandemic/COVID-19 as the most important issue facing Orange County today.

Fast forward to September 2022 and it's clear that the pandemic is old news for many Orange County residents. When asked to identify the number one issue facing Orange County today, less than 1% mentioned COVID-19 or the pandemic, focusing instead on homelessness (25%), housing availability/affordability (18%), public safety/drugs/crime (11%), cost of living (9%), traffic congestion (9%), and public transportation (5%). Consistent with this finding, three-quarters of respondents (74%) in 2022 expected that the worst of the pandemic is behind us, while just 10% anticipated the worst is yet to come, and 16% were unsure or unwilling to share their opinion.

How has the pandemic impacted Orange County residents' employment?

Consistent with the sharp increase in unemployment recorded statewide during the months of April, May and June 2020 in response to the pandemic,³ the baseline survey results revealed that Orange County residents experienced significant job losses between February and June, 2020. Full-time employment declined 9% during this period, with additional declines in part-time employment (-1%) and self-employment (-1.6%). Meanwhile, the percentage of individuals surveyed who were unemployed/looking for work, laid-off, or furloughed increased from 4% to 18% between February and June, 2020.

In addition to the net loss of jobs noted above, there were other less obvious impacts that occurred in the first few months of the pandemic. Among those who remained employed, the number of days worked per week declined from 4.95 days on average in February 2020 to 4.73 days per week in June 2020. Approximately 4% of individuals who were employed in February *and* June were also compelled to switch employers in the interim, with young adults (18 to 24) and those in households earning less than \$25,000 annually being the most likely to have switched employers during this period.

More than a year later (September 2021), the initial tracking survey indicated that although employment had rebounded in Orange County from the early months of the pandemic, it remained depressed when compared to pre-pandemic levels. Sixty-four percent (64%) of respondents in the tracking survey indicated they were employed full-time (48%), part-time (9%), or self-employed (8%), compared to 71% in February 2020.

The 2021 patterns notwithstanding, Orange County residents anticipated at that time that their levels of employment would return to pre-pandemic levels once the pandemic was over, with 56% expecting to work full-time, 9% part-time, and 7% self-employed during the post-pandemic period.

The 2022 tracking survey results reveal that little has changed over the past year in terms of employment. The percentage of individuals employed full-time (49%), part-time (9%), or self-employed (7%) is strikingly similar to that found in 2021, collectively just 1% higher. As was the case in 2021, however, respondents in 2022 were optimistic about their future employment, expecting that one year from now (September 2023) their levels of employment (55% full-time, 8% part-time, 8% self-employed) would be similar to pre-pandemic levels. And just as they were the most likely to suffer unemployment in the early months of the pandemic, younger adults and those in low-income households were

3. According to the California Employment Development Department (EDD), the unemployment rate in California jumped from 4.2% in February to 15.5% in April 2020, reached 16.4% in May 2020, and tapered to 14.9% in June 2020.

also the most likely to anticipate a positive change in their employment status by 2023.

How has the pandemic impacted where employees work?

Concerns about COVID-19 transmission in the work place and guidelines issued by the State of California and the Centers for Disease Control and Prevention (CDC) prompted many Orange County businesses to shift to a remote work model when the pandemic struck, with employees working from home rather than coming to a central work site. This study not only confirmed there was a dramatic shift in *where* business was being conducted in Orange County during the initial months of the pandemic, it has also demonstrated that the tide of remote work witnessed in 2020 ebbed only modestly in 2021 and appears to be settling into a new normal in 2022 well-above pre-pandemic levels.

Prior to the pandemic in February 2020, less than one-quarter (23%) of employed Orange County residents indicated they worked from home at least one day per week, which translated to an overall average of 0.76 days per week working from home per employee. Four months later in June 2020, 61% of employed residents reported that they worked from home at least one day per week, and the average number of days working from home per employee had jumped to 2.52 per week.

Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, the first tracking survey in 2021 indicated that only a modest percentage decided to do so. Reporting on their work arrangements in September 2021, 48% indicated that they worked from home at least one day per week, with the average number of days worked from home among all employees being 1.97—not far below the 2.52 reported in June 2020. When asked at that time what they expect when the pandemic is over, the percentage of employees who anticipated working from home at least one day per week (44%) was double pre-pandemic levels, as was the expected average number of days worked from home per week (1.55).

The 2022 tracking survey indicates that the average number of days worked from home has declined only slightly over the past year, even as the pandemic has waned. The patterns match closely to what employees in 2021 expected for the post-pandemic period. In September 2022, 43% of Orange County employees offered that they worked from home at least one day per week, with the average number of days worked at home among all employees being 1.49 (double pre-pandemic levels). Interestingly, the survey also reveals that some employees aspire to *increase* the days they work from home over the next year, as the average expected number of days worked from home one year from now (September 2023) is 1.60.

Which industries and occupations are working remotely?

Although all industries and occupational categories experienced an increase in remote working during the pandemic, by September 2022 the patterns were far from even. Certain industries such as finance & insurance, information, wholesale trade, real estate, rental & leasing, and professional, scientific & technology apparently lend themselves to working from home, with three-quarters or more of employees surveyed in these industries indicating that their employers give them the option to work from home. At the other end of the spectrum, less than one-third of employees in industries that generally require in-person services or labor such as utilities, accommodation & food services, education, and construction reported that their employer gives them the option to work from home at least one day per week.

Similarly, remote work patterns varied dramatically across occupations in September 2022, with far more office professionals reporting that their employers allow them the option to work from home when compared to those working in manual or skilled labor positions. At the extremes, more than three-quarters of employees working in legal, business and financial positions, and computer or math science reported that their employer allows them to work from home, compared to less than 10% of employees in protective services and construction/extraction positions.

How has working from home impacted employees' work experiences and lives?

Employees who currently work at home at least one day per week were generally positive when asked how remote work has impacted various aspects of their job performance and their personal lives. Indeed, for all but two dimensions tested, the percentage of employees who felt that remote work had helped was substantially higher than the percentage who felt it had hurt.

The largest *net* positive outcomes were reported for the impacts of remote working on their expenses, job satisfaction, productivity, ability to manage their time, and ability to strike a balance between work and their personal life. To a lesser degree, remote work was also generally viewed to have a net positive impact on the quality of their work and their ability to communicate with external customers and partners. Where remote work was perceived to be harmful focused on employees' abilities to communicate and collaborate with other employees.

How has the pandemic impacted commute patterns?

The dramatic increase in remote working that occurred in the initial months of the pandemic had a direct impact on commute patterns in Orange County. With far more employees reporting that they only worked from home in June 2020 (47%) when compared to February 2020 (12%), the percentage who commuted to a work site at least occasionally declined from 89% to 54% during this period. The net reduction in work commutes was felt in every mode category, with the percentage of employees reporting that they typically commute to work by driving alone declining from 77% to 48%, and use of public transit, active trans-

portation, and carpool/vanpool for commuting was cut in half during the same period.

By September 2021, many workers had resumed their commutes to a work location outside of their home (at least once per week), although as noted above the amount of work taking place in the home remained well above pre-pandemic levels. Of the 70% of employees who commuted to work in September 2021, 60% indicated they typically drove alone, 4% took public transit, 3% carpooled or vanpooled, 2% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.

With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was *expected* to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.

Fast-forward to September 2022 and the patterns are nearly identical to what employees forecast in 2021 for the post-pandemic period. Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpooled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode. Employees also anticipated that these mode choice patterns would hold over the next year, with expectations for September 2023 being nearly identical to the current period.

In what other ways has the pandemic impacted residents' activities?

In the first few months of the pandemic, Orange County residents made significant changes in their travel, shopping, and dining habits. With respect to travel behavior, the percentage of days they **drove alone** in a vehicle declined from 65% in February 2020 to 43% in June 2020, use of **on-demand rideshare** declined from 4% of days in February to 1% in June, **carpooling** with someone they don't live with declined from 4% of days in February to 1% in June, riding a **bus** declined from 3% of days on average in February to 1% in June, while riding **Metrolink** or **Amtrak** declined from 1% of days in February to 0.2% in June.

With respect to shopping and dining, the dramatic decline in the percentage of days respondents reported **eating a meal at a restaurant** (24% in February vs 5% in June) was only partially offset by an increase in the percentage of days they ordered food for **pick-up** (12% in February vs 17% in June) or **delivery** (6% in February vs 8% in June). When compared to the patterns in February, there was also a modest uptick in the percentage of

days Orange County residents purchased **groceries online** (2% in February vs 5% in June) and **purchased other products online** (20% in February vs 25% in June).

By August 2021, many of the activities had bounced back toward pre-pandemic levels. When compared to June 2020, the percentage of days respondents **drove alone** in a vehicle increased from 43% to 56%, use of **on-demand rideshare** increased from 1% of days to 3%, **carpooling** with someone they don't live with increased from 1% to 4%, riding a **bus** increased from 1% of days to 3%, while riding **Metrolink** or **Amtrak** increased from 0.2% of days in June 2020 to 1% in August 2021. Interestingly, the changes in shopping and dining behavior between June 2020 and August 2021 were comparatively slight, with the exception of **eating a meal at a restaurant**, which increased from 5% of days in June 2020 to 17% of days in August 2021.

When asked in 2021 to think ahead to the post-pandemic period, respondents anticipated small changes in the number of days they would engage in most activities when compared to August 2021, including purchasing products online (-4%), eating a meal at a restaurant (+3%), ordering food for pick-up from a restaurant (-2%), ordering food for delivery from a restaurant (-1%), purchasing groceries online (-0.5%), carpooling (+1%), using on-demand rideshare (+0.8%), riding a bus (+1%), riding Metrolink or Amtrak (+1%), and vanpooling (+0.2%). The one notable exception was a large decline in the percentage of days they anticipated driving alone in a vehicle (-20%) once the pandemic is over when compared to August 2021.

The 2022 tracking survey found that little actually changed during the prior year, as the patterns closely matched those found in August 2021. Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents **drove alone** in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of **on-demand rideshare** increased from 3% of days to 5%, **carpooling** with someone they don't live with stayed the same at 4%, riding a **bus** increased from 3% of days to 4%, while riding **Metrolink** or **Amtrak** increased from 1% of days in August 2021 to 2% in August 2022. Interestingly, most of the changes in shopping and dining behavior between August 2021 and August 2022 were slight (2% or less), with the exception of ordering food for pick-up from a restaurant (-3%) and purchasing products online (-3%).

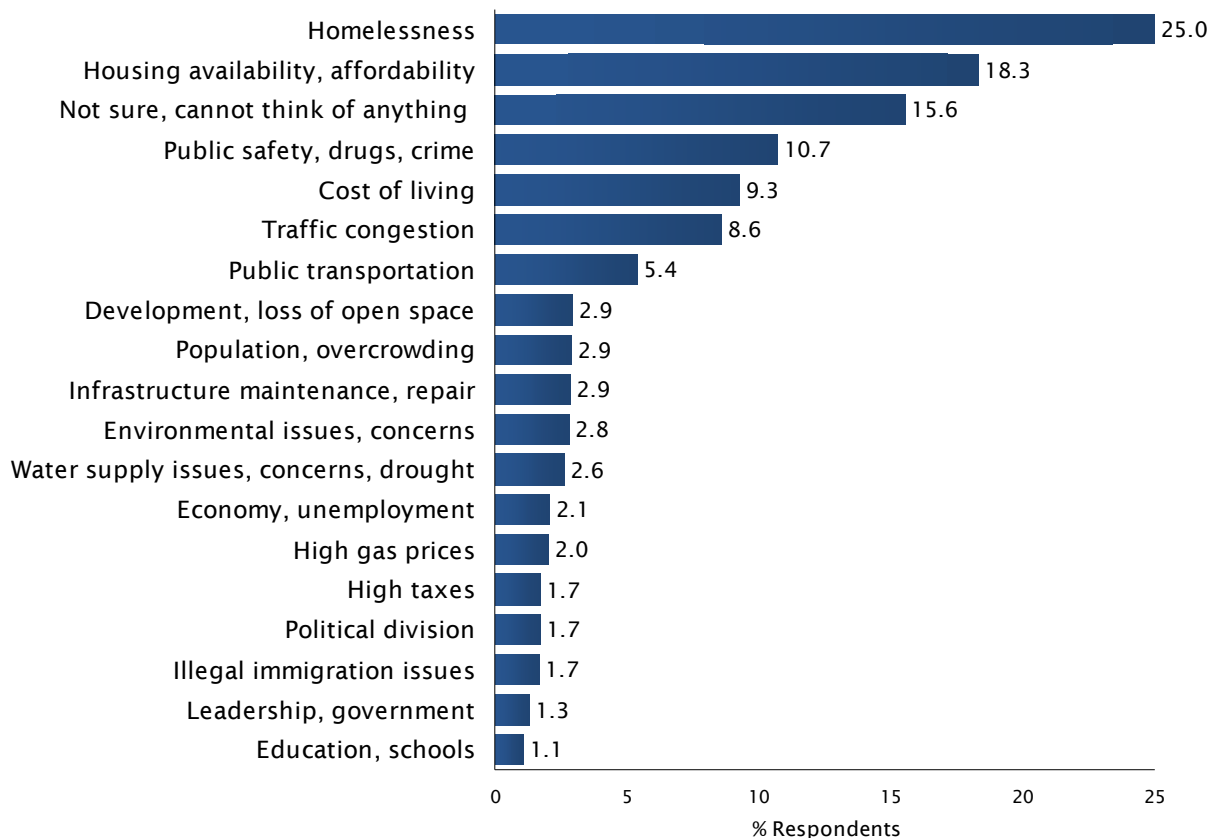
LOCAL ISSUES & THE PANDEMIC

At the outset of the interview, respondents were asked to identify the most important issues facing Orange County today, as well as their expectations for the coronavirus pandemic in the County.

MOST IMPORTANT ISSUES The opening question in this series asked respondents to identify the most important issue facing Orange County today. Question 2 was presented in an open-ended manner, which allowed respondents to mention any issue that came to mind without being prompted by—or restricted to—a particular list of issues. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 2.

Question 2 *Thinking about Orange County as a whole, what would you say is the most important issue facing Orange County today?*

FIGURE 2 MOST IMPORTANT ISSUE FACING COUNTY



Homelessness was top-of-mind for many respondents, with one-quarter (25%) identifying it as the most important issue facing Orange County today. Other specific issues mentioned in response to Question 2 included housing availability/affordability (18%), public safety/drugs/crime (11%), cost of living (9%), traffic congestion (9%), and public transportation (5%). It is also worth noting that 16% of respondents could not identify an issue they felt was the most important facing Orange County as a whole.

Table 1 shows how responses to Question 2 varied by Supervisorial District. Although the rank order varied somewhat, homelessness, housing availability/affordability, and public safety were the top three concerns in four of five districts. Moreover, Table 2 demonstrates that although COVID-19 was the top concern for residents back in 2020, it no longer ranks among the top concerns. In fact, the percentage of respondents citing COVID-19/pandemic as the top issue in Orange County in 2022 was less than 1%, which is why it does not appear in Figure 2.

TABLE 1 TOP ISSUE FACING COUNTY BY SUPERVISORIAL DISTRICT

Supervisorial District				
One	Two	Three	Four	Five
Homelessness	Homelessness	Housing availability, affordability	Homelessness	Housing availability, affordability
Not sure, cannot think of anything	Housing availability, affordability	Not sure, cannot think of anything	Housing availability, affordability	Homelessness
Housing availability, affordability	Not sure, cannot think of anything	Homelessness	Not sure, cannot think of anything	Not sure, cannot think of anything
Public safety, drugs, crime	Public safety, drugs, crime	Traffic congestion	Cost of living	Public safety, drugs, crime
Cost of living	Cost of living	Public safety, drugs, crime	Traffic congestion	Cost of living
Traffic congestion	Public transportation	Cost of living	Public safety, drugs, crime	Traffic congestion
Public transportation	Traffic congestion	Public transportation	Public transportation	Environmental issues, concerns
Environmental issues, concerns	Development, loss of open space	Population, overcrowding	High gas prices	Public transportation
Infrastructure maintenance, repair	Economy, unemployment	Environmental issues, concerns	High taxes	Water supply issues, concerns
Political division	Population, overcrowding	Development, loss of open space	Infrastructure maintenance, repair	Population, overcrowding

TABLE 2 TOP ISSUES FACING COUNTY BY STUDY VERSION

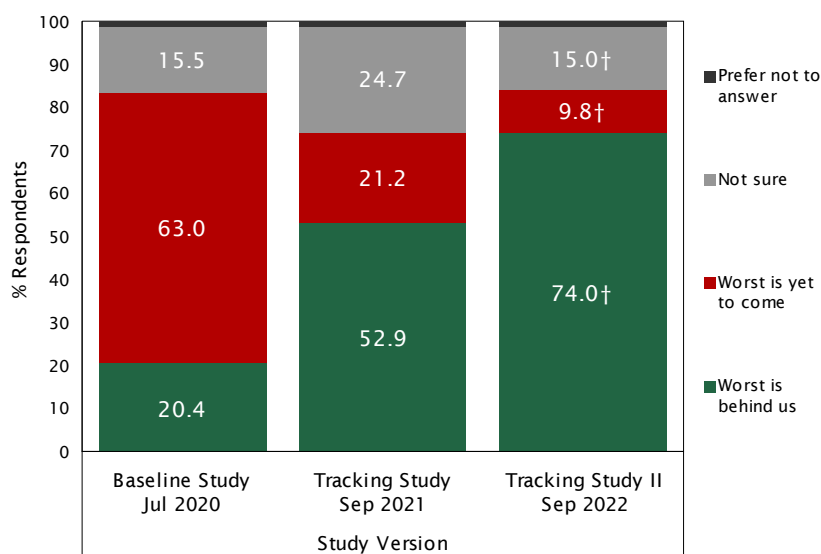
Baseline Jul 2020	Study Version Tracking Sep 2021	Tracking II Sep 2022
COVID-19 concerns, issues	Homelessness	Homelessness
Not sure, cannot think of anything	Housing availability, affordability	Housing availability, affordability
Homelessness	Not sure, cannot think of anything	Not sure, cannot think of anything
Housing availability, affordability	COVID-19 concerns, issues	Public safety, drugs, crime
Traffic congestion	Traffic congestion	Cost of living

EXPECTATIONS FOR CORONAVIRUS PANDEMIC Anticipating that in certain waves of the survey respondents would identify the coronavirus/COVID-19 as the most important issue facing Orange County, the surveys explored respondents' views regarding the trajectory of the pandemic. When it comes to the coronavirus outbreak in Orange County, do they think the worst is behind us—or is the worst yet to come?

As shown in Figure 3, opinions about the pandemic have changed dramatically over the past two years. In the baseline survey conducted in July 2020, nearly two-thirds of respondents (63%) were pessimistic about the coronavirus outbreak in Orange County, anticipating that the worst is yet to come. Approximately 20% were optimistic, feeling that the worst is behind us. The remaining respondents were either uncertain (16%) or preferred to not share their opinion (1%). By September 2021, Orange County residents were far more optimistic about the path of the pandemic, with 53% feeling that the worst is behind us, 21% anticipating the worst is yet to come, and the remainder being unsure (24.7%) or unwilling to share their opinion (1%). In this latest tracking survey (2022), three-quarters of respondents (74%) expected that the worst of the pandemic is behind us, while just 10% anticipated the worst is yet to come, and 16% were unsure or unwilling to share their opinion.

Question 3 Which comes closer to your view about where Orange County stands in the coronavirus outbreak: the worst is behind us OR the worst is yet to come?

FIGURE 3 OPINION OF CORONAVIRUS OUTBREAK BY SURVEY YEAR



† Statistically significant change ($p < 0.05$) between the 2021 and 2022 studies.

Figures 4-6 on the next page show how expectations for the coronavirus pandemic in Orange County in the tracking survey (September 2022) varied by age, employment status in September 2022 and one year from now, length of residence in Orange County, Supervisorial District, gender, ethnicity, and household income. Although certain groups (e.g., high income households) were more optimistic than others, it is striking that the dominant opinion in *every* identified subgroup was that the worst of the coronavirus pandemic is behind us.

FIGURE 4 OPINION OF CORONAVIRUS OUTBREAK BY AGE & EMPLOYMENT STATUS SEP VS ONE YEAR



FIGURE 5 OPINION OF CORONAVIRUS OUTBREAK BY YEARS IN ORANGE COUNTY, SUPERVISORIAL DISTRICT & GENDER

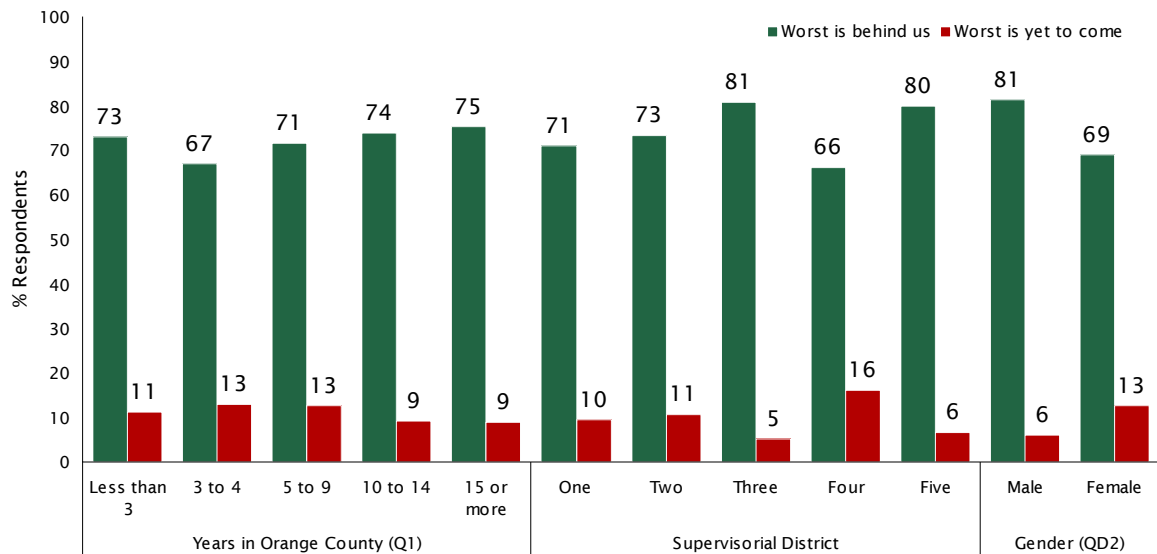
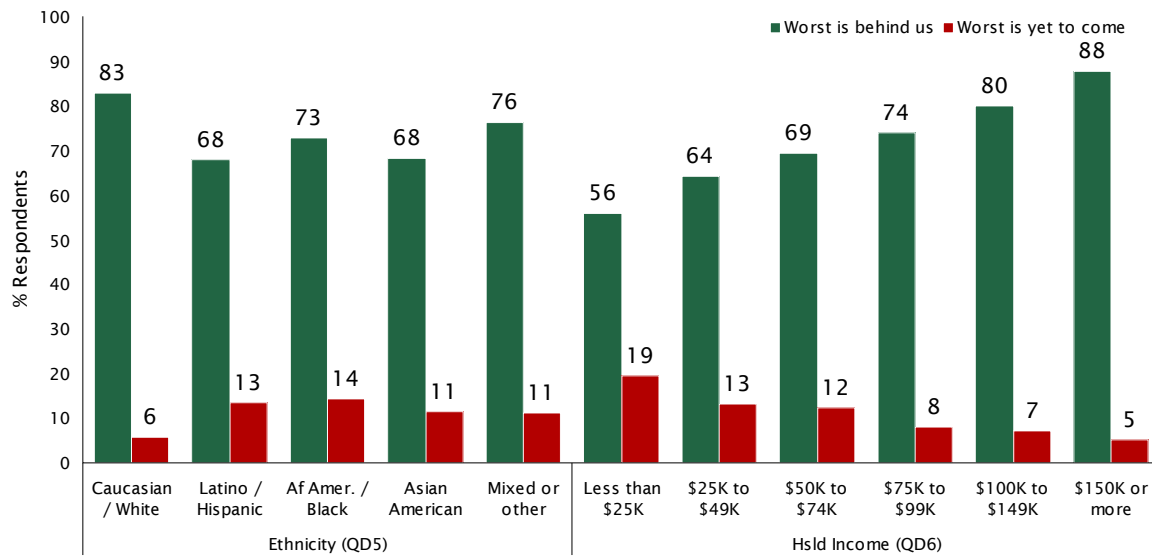


FIGURE 6 OPINION OF CORONAVIRUS OUTBREAK BY ETHNICITY & HSLD INCOME



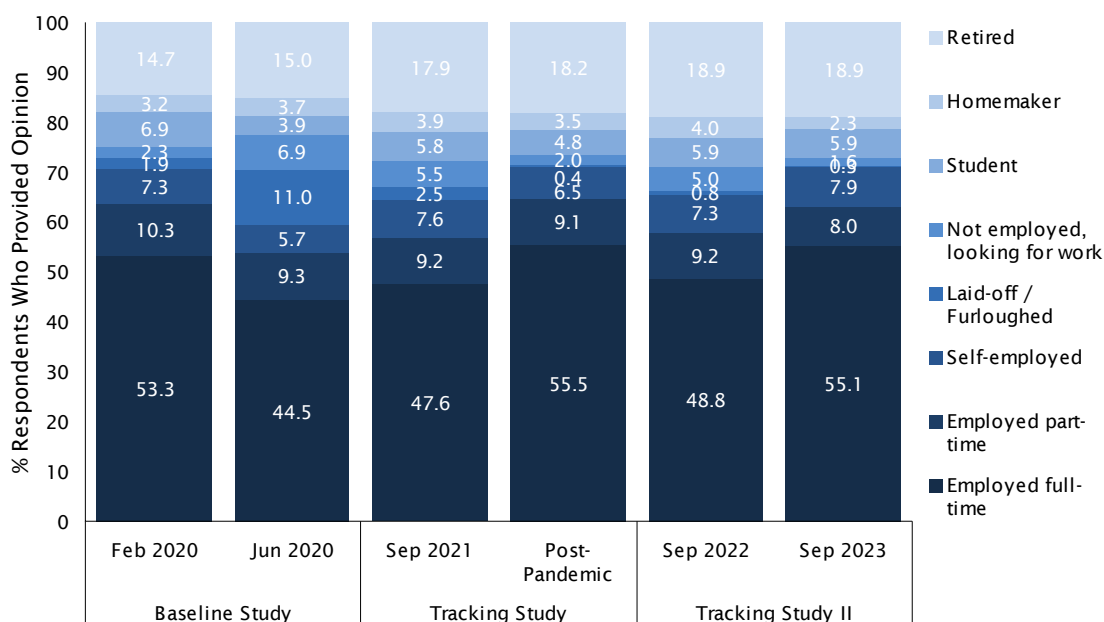
EMPLOYMENT & COMMUTE

As noted in the *Introduction*, the primary purpose of the study described in this report was to develop a statistically reliable understanding of how the pandemic has altered working arrangements, travel behaviors, and mode choice for Orange County residents. To identify the changes that have occurred, the surveys asked a series of questions that profiled respondents' employment status, working arrangements, and commute behavior in February 2020 (before the pandemic), in June 2020 (during the pandemic), in September 2021 (during the pandemic), and in September 2022 (waning pandemic). Respondents in the 2021 tracking survey were also asked about their anticipated work and commute characteristics once the pandemic is over (post-pandemic), while those in the 2022 tracking survey were asked about their work and commute expectations for one year from now. The results from all three surveys are combined in the graphics presented in this section to allow for easy comparisons, although it is important to note that the question numbering aligns with the 2022 tracking survey.

Question 4 *We're interested in how your activities may have changed in response to the pandemic. First, let me ask about your current situation. Which best describes your current employment status? Are you employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?*

Question 16 *Next, let me ask you about the future, one year from now. If you aren't sure about an answer, please give me your best estimate. One year from now, do you expect to be employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?*

FIGURE 7 EMPLOYMENT STATUS: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, SEP 2022 & SEP 2023 EXPECTATIONS



EMPLOYMENT STATUS Consistent with the sharp increase in unemployment recorded statewide during the months of April, May and June 2020 in response to the pandemic,⁴ the baseline survey results revealed that Orange County residents experienced significant job losses in the early months of the pandemic. Full-time employment declined 9% between February and June 2020, with additional declines in part-time employment (-1%) and self-employment (-1.6%). Meanwhile, the percentage of individuals surveyed who were unemployed/looking for work, laid-off, or furloughed increased from 4% to 18% between February and June, 2020 (see Figure 7).

More than a year later (September 2021), the tracking survey indicated that although employment had rebounded in Orange County from the early months of the pandemic, it remained depressed when compared to pre-pandemic levels. Sixty-four percent (64%) of respondents in the 2021 tracking survey indicated they were employed full-time (48%), part-time (9%), or self-employed (8%), compared to 71% in February 2020. The patterns at that time notwithstanding, Orange County residents anticipated that their levels of employment would return to pre-pandemic levels once the pandemic is over, with 56% expecting to work full-time, 9% part-time, and 7% self-employed during the post-pandemic period.

The 2022 tracking survey results reveal that little has changed over the past year in terms of employment. The percentage of individuals employed full-time (49%), part-time (9%), or self-employed (7%) is strikingly similar to that found in 2021, collectively just 1% higher. As was the case in 2021, however, respondents in 2022 were optimistic about their future employment, expecting that one year from now the levels of employment (55% full-time, 8% part-time, 8% self-employed) would be similar to pre-pandemic levels.

Figures 8 and 9 highlight patterns of employment in September 2022 and expectations for a year from now (September 2023) among key subgroups of Orange County residents. The top two layers of the bar focus on those whose employment status is expected to *change* between September 2022 and a year from now. Across all subgroups, the percentage that expected a change in employment status during this period ranged between 5% and 28%, with the dominant type of change being a transition from not being employed in September 2022 to gaining employment a year from now. When compared to their respective counterparts, younger residents (under 35) and low-income residents (under \$25,000 annually) were the most likely to anticipate a change in employment status.

4. According to the California Employment Development Department (EDD), the unemployment rate in California jumped from 4.2% in February to 15.5% in April 2020, reached 16.4% in May 2020, and tapered to 14.9% in June 2020.

FIGURE 8 EMPLOYMENT STATUS: SEP 2022 & SEP 2023 EXPECTATIONS BY OVERALL & AGE

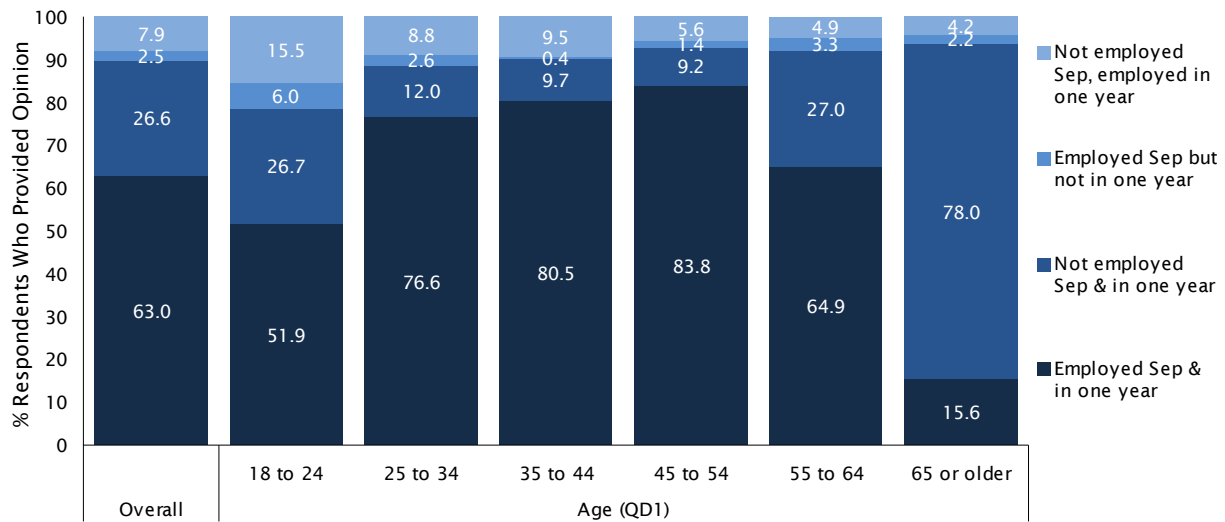
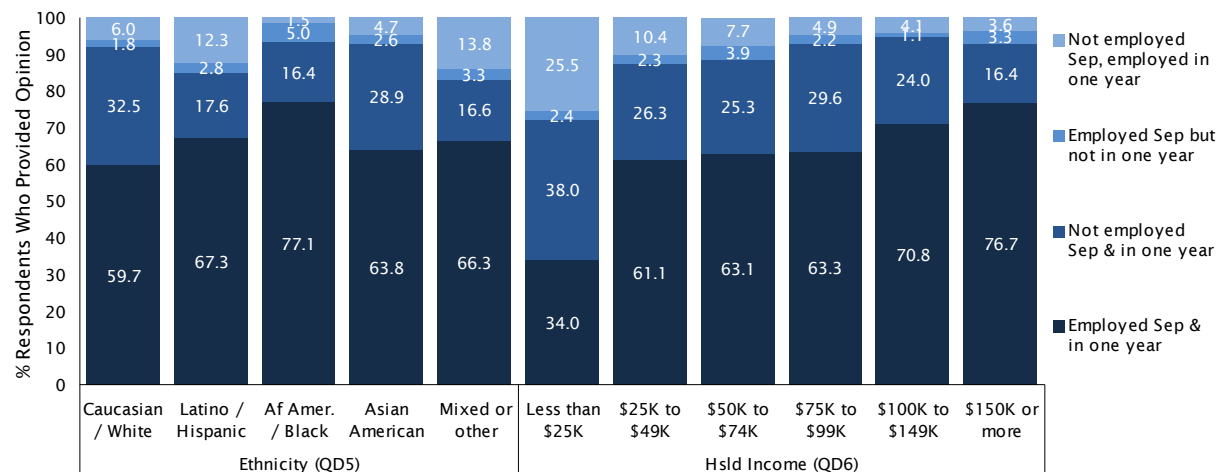


FIGURE 9 EMPLOYMENT STATUS: SEP 2022 & SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

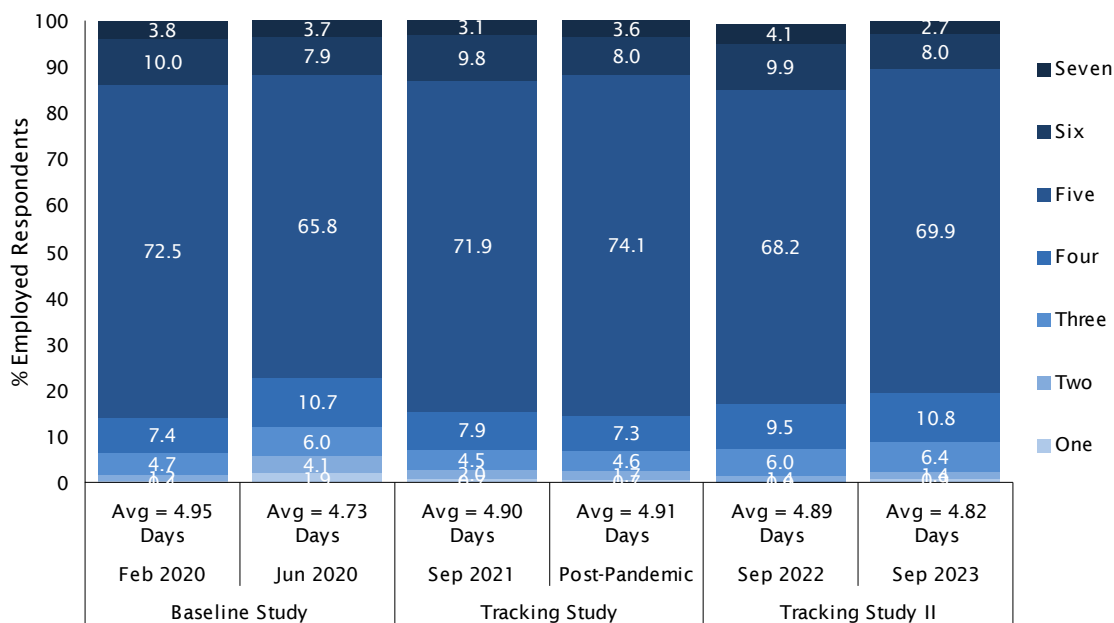


DAYS WORKING PER WEEK In addition to a change in employment status, some workers experienced a reduction in the number of days they worked per week during the first few months of the pandemic. As shown in Figure 10 on the next page, 86% of employees reported that they worked at least five days per week in February 2020, with the average number of days worked among all employed individuals being 4.95. By June 2020, those figures had declined to 77% working at least five days per week, and 4.73 days worked per week, on average. The first tracking survey results revealed that by September 2021, the average number of days worked per week returned to pre-pandemic levels (4.90) with little change expected once the pandemic is over (4.91). The patterns in September 2022 were similar, with employees working an average 4.89 days. That said, one year into the future (September 2023), employees anticipated a slight reduction in the average number of days worked per week (4.82).

Question 5 *How many days per week do you typically work?*

Question 17 *One year from now, how many days per week do you expect to work?*

FIGURE 10 WORK DAYS PER WEEK: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, AND SEP 2022 & SEP 2023 EXPECTATIONS



Figures 11-13 broaden the work days analysis to include *all* respondents (regardless of their employment status in September 2022) to provide a wider perspective on current and expected working days. As shown in the figures, the vast majority of respondents in all subgroups anticipated they will work the same number of days one year from now as they did in September 2022 (i.e., no change). Among those who did anticipate a change in work days, the patterns varied across subgroups with some (under 25 years of age, mixed ethnicity, lower income, part-time employees, and those not currently employed) expecting to work *more* days one year from now, while others (African Americans, full-time employees, and self-employed) anticipating they will work fewer days.

FIGURE 11 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL, SUPERVISORIAL DISTRICT & AGE

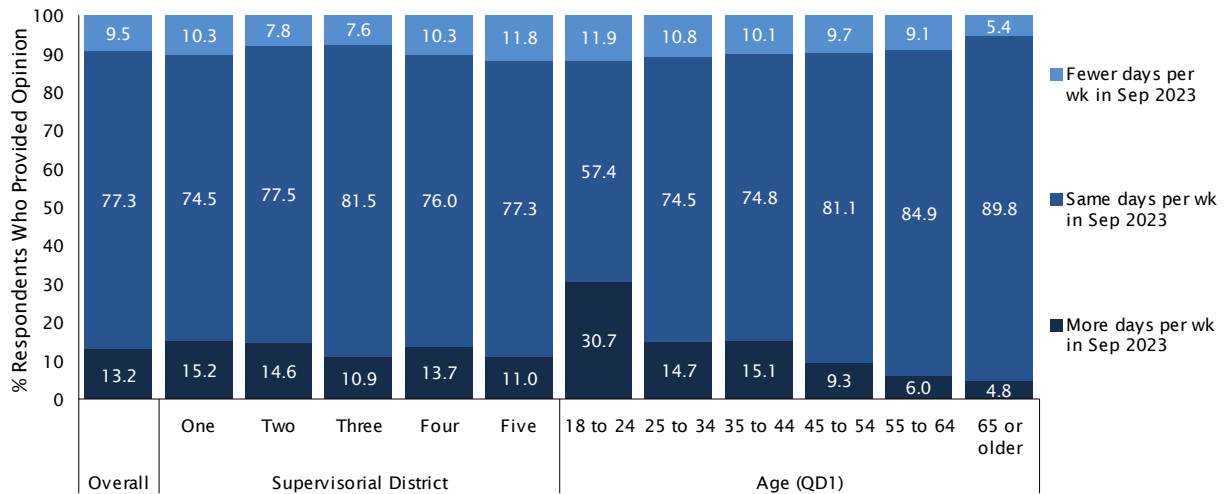


FIGURE 12 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

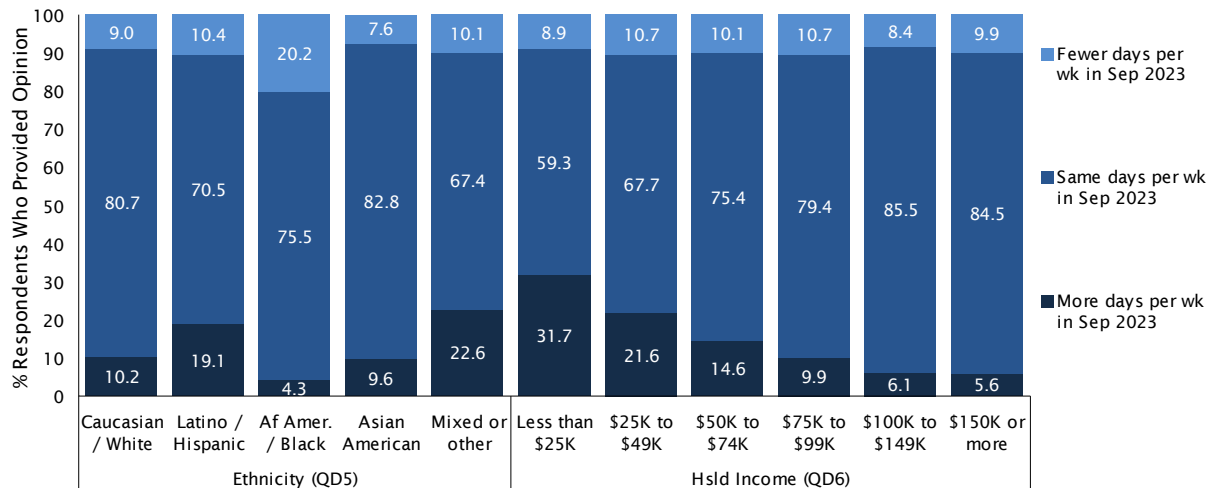
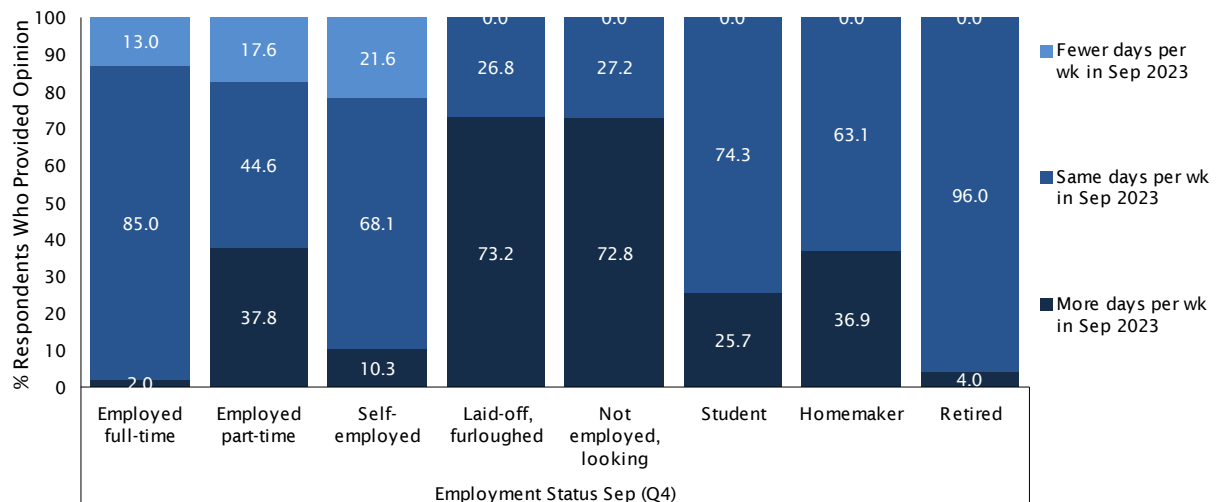


FIGURE 13 WORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY EMPLOYMENT STATUS SEP 2022



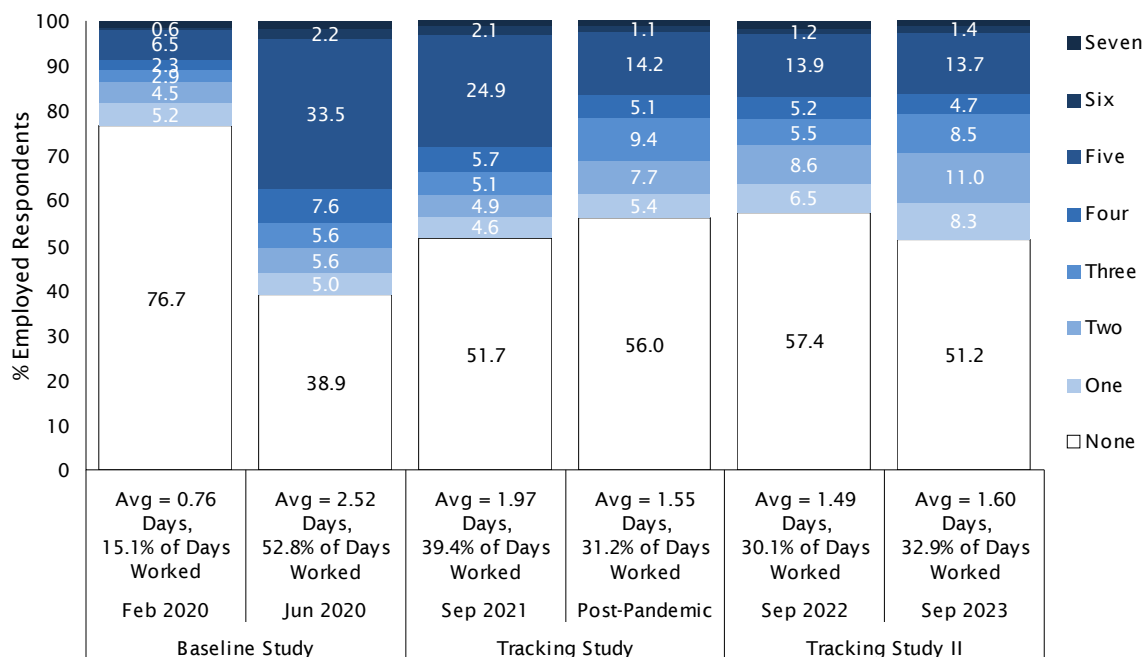
WORKING FROM HOME Concerns about COVID-19 transmission in the work place and guidelines issued by California and the Centers for Disease Control and Prevention (CDC) prompted many Orange County businesses to shift to a remote working model when the pandemic struck, with employees working from home rather than coming to a central work site. As shown in Figure 14, the pandemic created a dramatic shift in *where* business is being conducted in Orange County that has endured even as the pandemic has waned.

Prior to the pandemic in February 2020, less than one-quarter (23%) of employed Orange County residents indicated they worked from home at least one day per week, which translated to an overall average of 0.76 days per week working from home per employee. Four months later in June 2020, 61% of employed residents reported that they worked from home at least one day per week, and the average number of days working from home per employee had jumped to 2.52 per week.

Question 6 *Of the < insert from Q5 > days per week you typically work, how many of these days do you primarily work from home?*

Question 18 *Of the < insert from Q15 > days per week you expect to work, how many of these days do you expect to primarily work from home one year from now?*

FIGURE 14 TELEWORK DAYS PER WEEK: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, AND SEP 2022 AND SEP 2023 EXPECTATIONS



Although the widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 allowed many workers the *option* to return to the office, the first tracking survey in 2021 indicated that only a modest percentage decided to do so. Reporting on their work arrangements in September 2021, 48% indicated that they worked from home at least one day per week, with the average number of days worked from home among all employees being

1.97—not far below the 2.52 reported in June 2020. When asked at that time what they expect when the pandemic is over, the percentage of employees who anticipated working from home at least one day per week (44%) was double pre-pandemic levels, as was the expected average number of days worked from home per week (1.55).

The 2022 tracking survey indicates that the average number of days worked from home has declined only slightly over the past year, even as the pandemic has waned. The patterns match closely to what employees in 2021 expected for the post-pandemic period. In September 2022, 43% of Orange County employees offered that they worked from home at least one day per week, with the average number of days worked at home among all employees being 1.49 (double pre-pandemic levels). Interestingly, the survey also reveals that some employees aspire to *increase* the days they work from home over the next year, as the average expected number of days worked from home one year from now (September 2023) is 1.60.

In a manner similar to that described above for the work days analysis, Figures 15-17 broaden the teleworking analysis to put remote working patterns in the context of *all* respondents. As shown in the figures, the majority of respondents in all subgroups anticipated that the number of days they work from home each week a year from now (September 2023) will be the same as the number they worked in September 2022. Younger employees (under 35), those residing in Supervisorial District 2, Latinos and those of mixed ethnicity, individuals from households earning less than \$50,000 per year, and those currently laid off, furloughed, unemployed, or not looking for work were the most likely to expect an increase in the number of days they telework in the coming year.

FIGURE 15 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL, SUPERVISORIAL DISTRICT & AGE

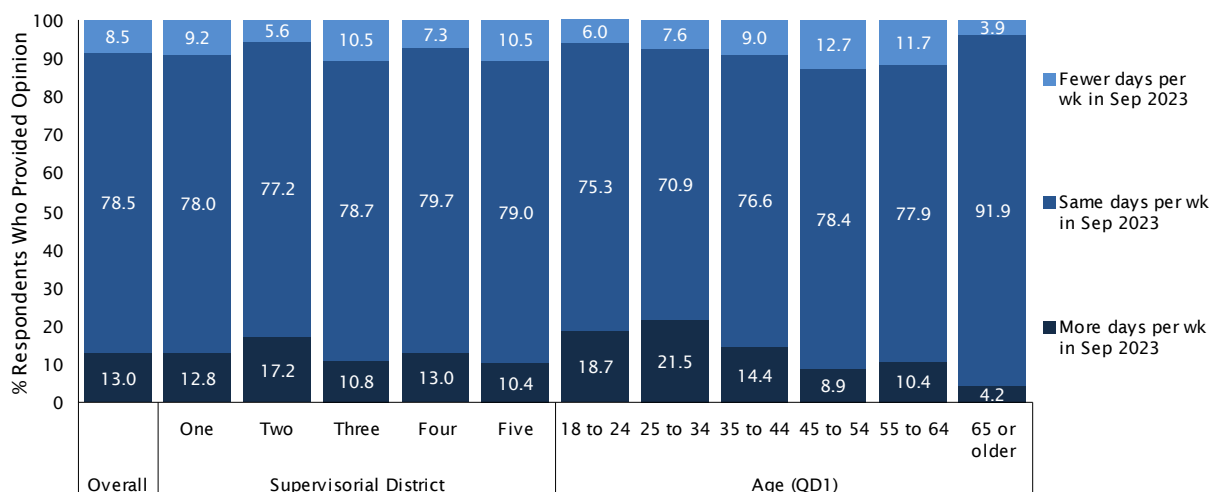


FIGURE 16 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY ETHNICITY & HSLD INCOME

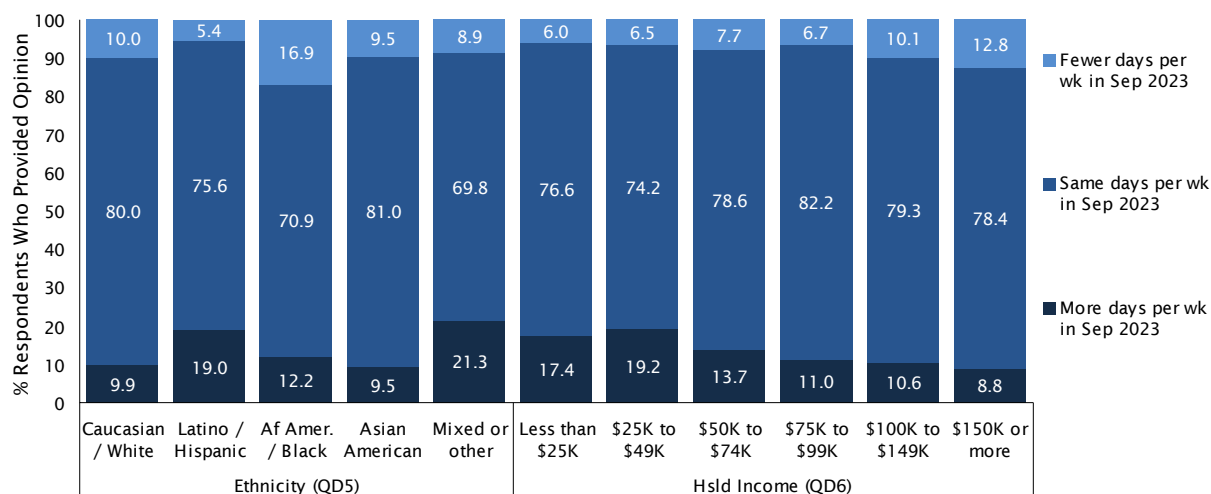
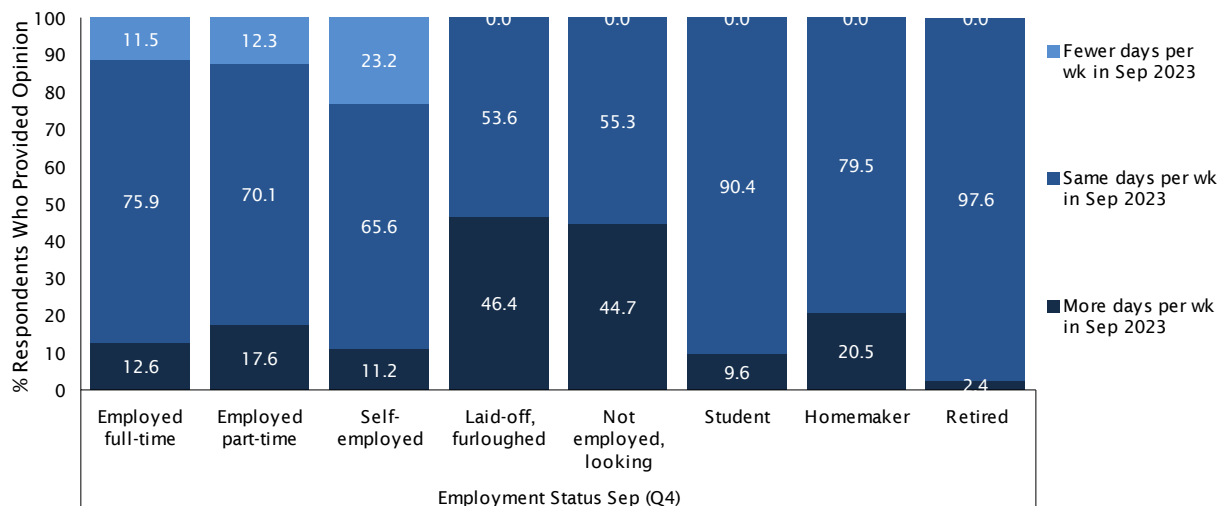


FIGURE 17 TELEWORK DAYS PER WEEK SEP 2022 VS SEP 2023 EXPECTATIONS BY EMPLOYMENT STATUS SEP



COMMUTE MODE The dramatic increase in remote working that occurred between February and June 2020 had a direct impact on commute patterns in Orange County. With far more employees reporting that they *only* worked from home in June (47%) when compared to February (12%), the percentage who commuted to a work site at least occasionally declined from 89% in February to 54% in June 2020 (see Figure 18). The net reduction in work commutes was felt in every mode category, with the percentage of employees reporting that they typically commute to work by driving alone declining from 77% to 48%, and use of public transit, active transportation, and carpool/vanpool for commuting was cut in half during the same period.

By September 2021, many workers had resumed their commutes to a work location outside of their home (at least once per week), although as noted in the previous section the amount of work taking place in the home remained well above pre-pandemic levels. Of the 70% of employees who commuted to work in September 2021, 60% indicated they typically drove alone, 4%

took public transit, 3% carpooled or vanpooled, 2% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.

With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was expected to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.

Fast-forward to September 2022 and the patterns are nearly identical to what employees forecast in 2021 for the post-pandemic period. Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpooled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode. Employees also anticipated that these mode choice patterns would hold over the next year, with expectations for September 2023 being nearly identical to the current period.

Question 7 *When you commute to a work destination outside of your home, how do you typically commute to work?*

Question 19 *When you commute to a work destination outside of your home one year from now, how will you typically commute to work?*

FIGURE 18 COMMUTE MODE: FEB 2020, JUN 2020, SEP 2021 & POST-PANDEMIC EXPECTATIONS, SEP 2022 AND SEP 2023 EXPECTATIONS

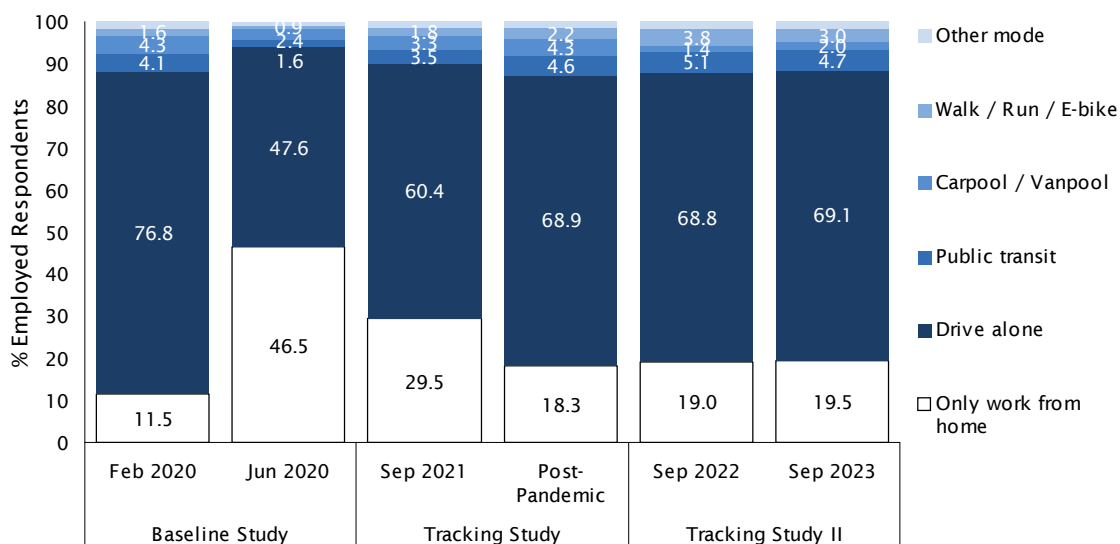
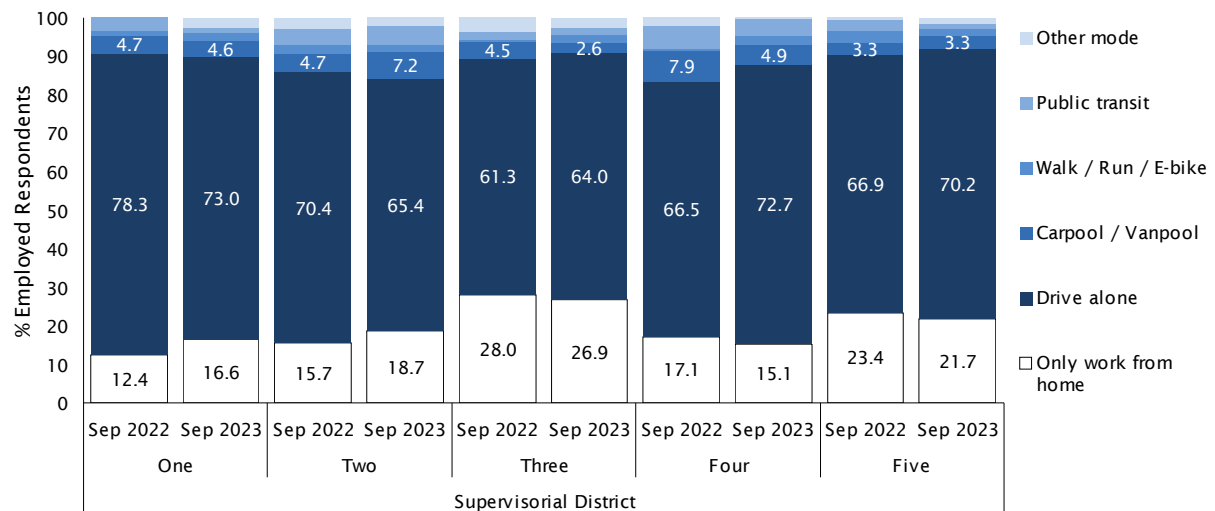


Figure 19 on the next page shows how the September 2022 and anticipated September 2023 commute modes varied by Supervisorial District.

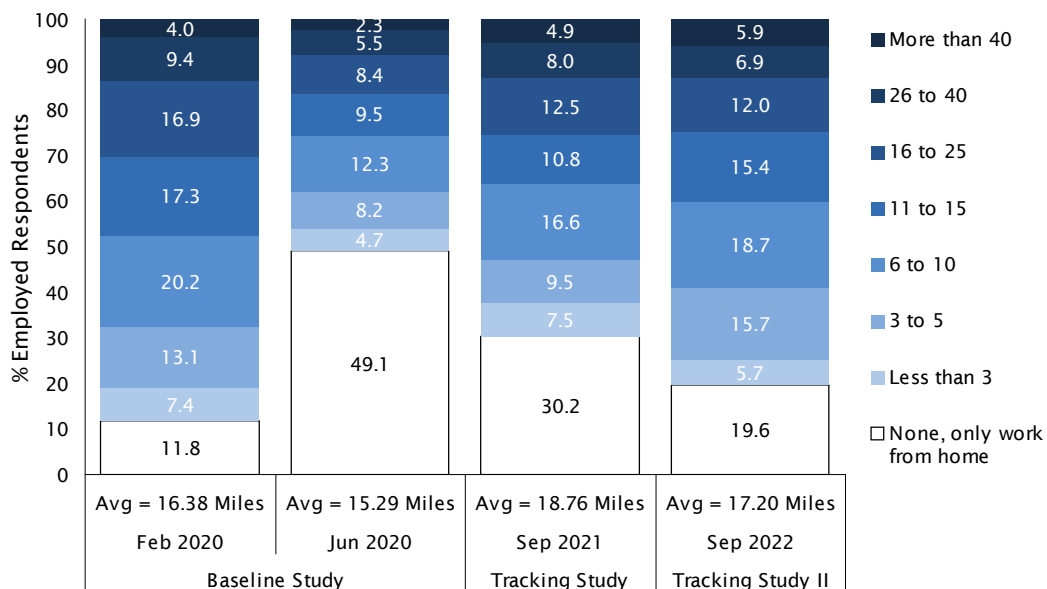
FIGURE 19 COMMUTE MODE SEP 2022 VS SEP 2023 EXPECTATIONS BY SUPERVISORIAL DISTRICT



COMMUTE DISTANCE Although the percentage of employees commuting to work has fluctuated dramatically over the course of the pandemic, the *average* commute distance among those still commuting to work has remained fairly consistent—averaging 16.38 miles prior to the pandemic, 15.3 miles in June 2020, and 18.76 miles in September 2021, and 17.20 miles in September 2022 (Figure 20).

Question 8 *In miles, what is the approximate one-way commute distance between your home and your place of work?*

FIGURE 20 WORK COMMUTE MILES: FEB 2020, JUN 2020, SEP 2021 & SEP 2022



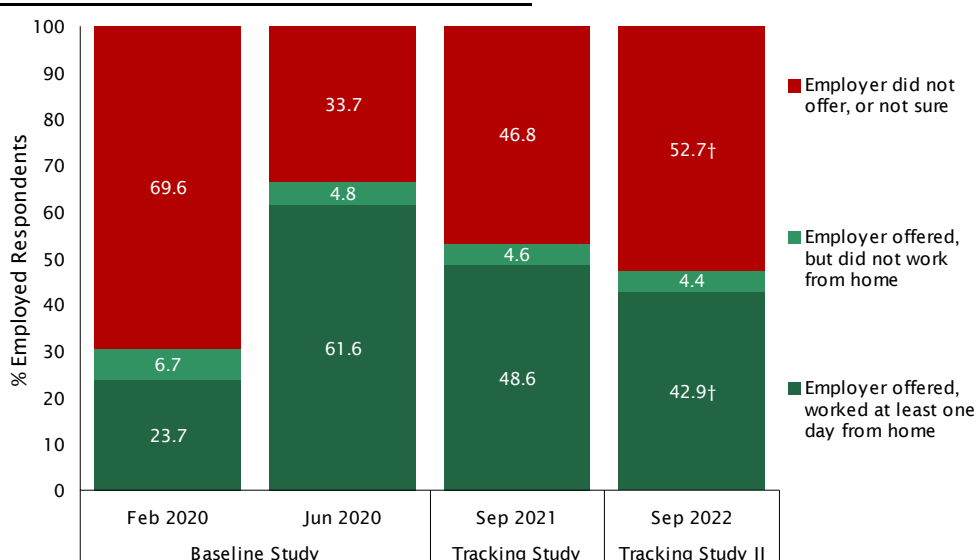
EMPLOYER'S POLICY ON WORKING FROM HOME The ability for an employee to work from home requires an employer that embraces (or at least accepts) the practice. Prior to the arrival of COVID-19, most employed Orange County residents (70%) indicated that their employer did not offer them the option to work from home at least one day per week. Approximately one-quarter of individuals (24%) worked for an employer who allowed remote working and took advantage of the opportunity by working from home at least one day, whereas an additional 7% were given the opportunity to work from home, but declined to do so (see Figure 21).

By June 2020, the pandemic had forced many employers to change their policies regarding remote work. Whereas seven-in-ten employees reported in February their employer did not allow them to work from home at least one day per week, by June 2020 that figure had been cut in half to 34%. Two-thirds of employed Orange County residents in June 2020 reported that their employer allowed them to telework from home at least one day per week, with 62% reporting that they did so.

The widespread availability of COVID-19 vaccines and relaxation of public health guidelines in 2021 appeared to prompt some Orange County employers to rescind their policies allowing remote work, as nearly half (47%) of employees surveyed in September 2021 indicated that their employer did not allow them the option of working from home at least once day per week. A similar percentage (49%) indicated their employer allowed remote work and they work from home at least one day per week, whereas 5% indicated they had the option to work from home, but choose not to do so. One year later (September 2022), the number of individuals working for an employer who does not allow remote work increased significantly to 53%, the number who indicated their employer does allow remote work and they work from home at least one day per week declined significantly to 43%, whereas the number with the option to work from home that choose not to remained about the same (4%).

Question 9 *Does your employer currently give you the option to work from home at least one day per week?*

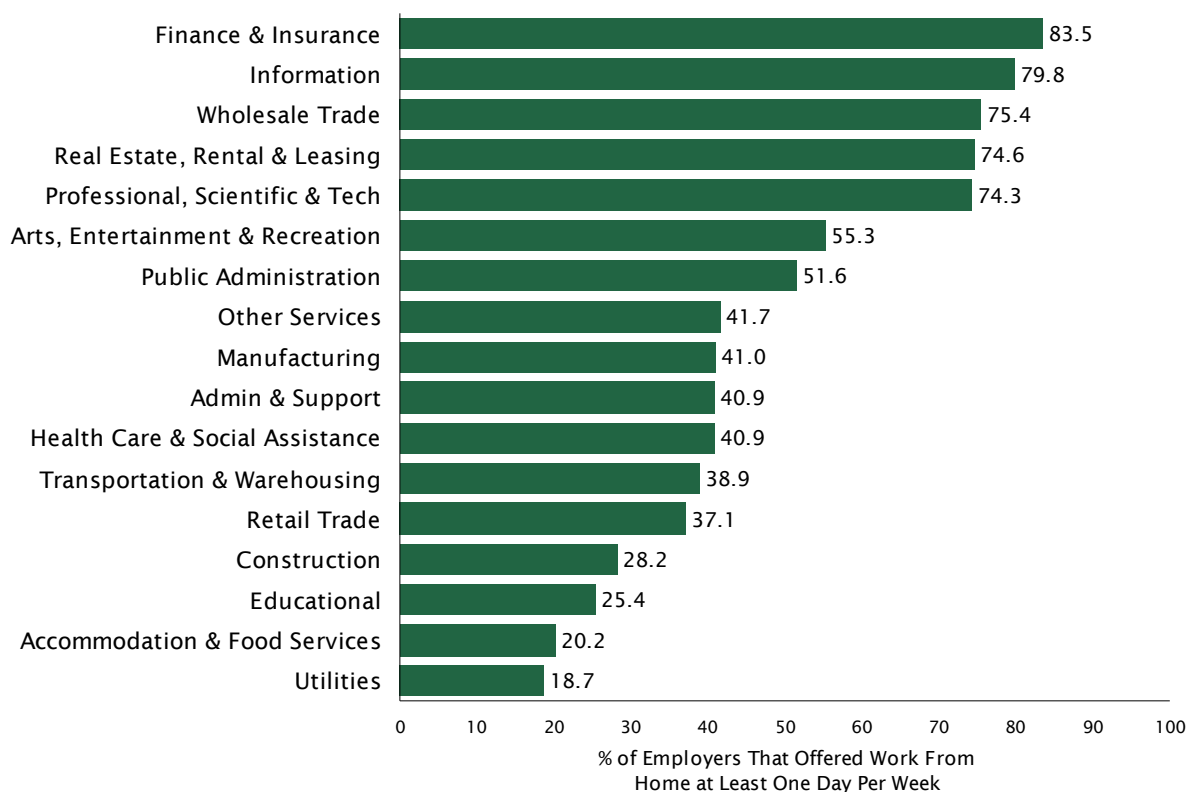
FIGURE 21 TELEWORK OPTION: FEB 2020, JUN 2020, SEP 2021 & SEP 2022



† Statistically significant change ($p < 0.05$) between the 2021 and 2022 studies.

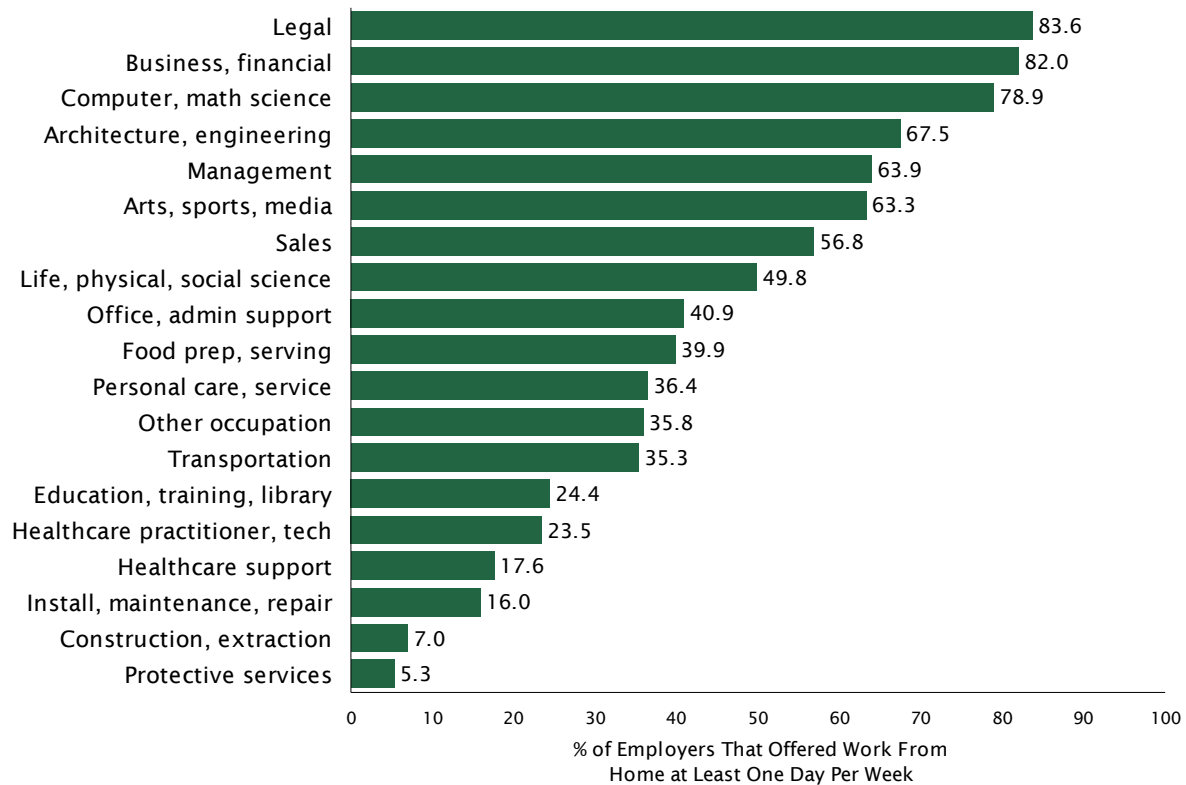
Although all industries and occupational categories experienced an increase in remote working during the pandemic, by September 2022 the patterns were far from even (see Figure 22). Certain industries such as finance & insurance, information, wholesale trade, real estate, rental & leasing, and professional, scientific & technology apparently lend themselves to working from home, with three-quarters or more of employees surveyed in these industries indicating that their employers give them the option to work from home. At the other end of the spectrum, less than one-third of employees in industries that generally require in-person services or labor such as utilities, accommodation & food services, education, and construction reported that their employer gives them the option to work from home at least one day per week.

FIGURE 22 TELEWORK OPTION SEP 2022 BY INDUSTRY



Similarly, remote work patterns varied dramatically across occupations in September 2022, with far more office professionals reporting that their employers allow them the option to work from home when compared to those working in manual or skilled labor positions (see Figure 23 on next page). At the extremes, more than three-quarters of employees working in legal, business and financial positions, and computer or math science reported that their employer allows them to work from home, compared to less than 10% of employees in protective services and construction/extraction positions.

FIGURE 23 TELEWORK OPTION SEP 2022 BY OCCUPATION

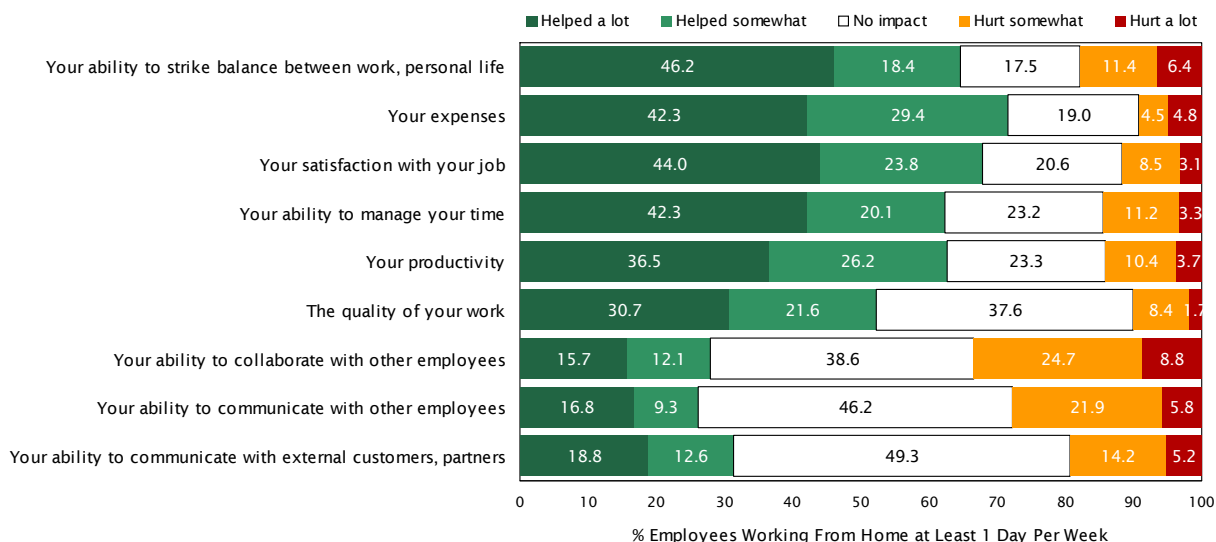


REMOTE WORK IMPACTS Employees who currently work at home at least one day per week were asked to describe how remote work has impacted various aspects of their job performance, their ability to collaborate with other employees, as well as their personal life and living arrangements. For each item shown on the left of Figure 24 on the next page, employees were asked whether they find that working from home has helped, had no impact, or hurt this aspect of their job and/or life. Although the items were asked in a random order to avoid a systematic position bias, they are sorted in the figure from high to low based on the percentage who indicated the dimension has been impacted (helped or hurt).

Employees reported that working from home has had the most impact on their ability to strike a balance between work and their personal life, and their expenses, job satisfaction, ability to manage their time, and productivity, with at least three-quarters of employees reporting either a positive or negative impact for each dimension. At least half of employees also reported that working from home has had an impact on the quality of their work, their ability to collaborate with other employees, their ability to communicate with other employees, and their ability to communicate with external customers or partners.

Question 12 Next are a few questions about your experiences working from home during the past year. In general, do you find that working from home has helped, had no impact, or hurt: _____?

FIGURE 24 IMPACT OF WORKING FROM HOME



For every dimension tested, some employees felt that remote work arrangements helped, while others perceived they hurt. Figure 25 displays the findings of Question 12 in a format that makes it easier to identify dimensions for which the *net* impact across all employees was generally positive or negative.

FIGURE 25 NEGATIVE/POSITIVE IMPACTS OF EACH ASPECT



For all but two of the dimensions tested (ability to collaborate with other employees and ability to communicate with other employees), more employees perceived that working from home was generally helpful than hurtful. The largest *net* positive impacts (helpful % - hurtful %) were found with respect to their expenses (63%), job satisfaction (56%), productivity (49%), ability to manage their time (48%), and ability to strike a balance between work and their personal life (47%).

For the interested reader, Table 3 shows how the net positive perceived impacts of working from home changed between September 2021 and September 2022. For all dimensions, employees in 2022 reported greater net positive impacts of working from home when compared to their counterparts in the 2021 survey. This was especially the case for the impacts of remote work on their productivity (+13%) and job satisfaction (+12%).

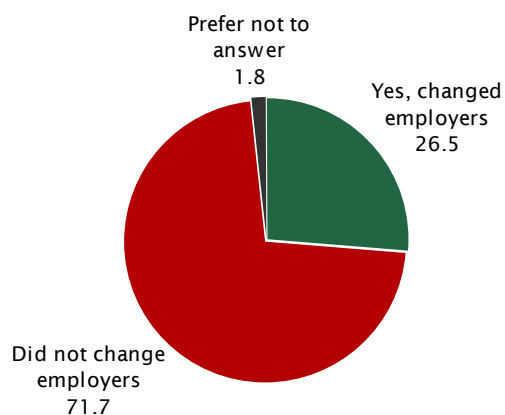
TABLE 3 NET IMPACTS OF WORKING FROM HOME BY STUDY VERSION

	Study Version		Difference in Net Impact 2021 to 2022
	Tracking Sep 2021	Tracking II Sep 2022	
Your productivity	+35.4	+48.6	+13.1
Your satisfaction with your job	+44.5	+56.2	+11.7
The quality of your work	+33.8	+42.2	+8.4
Your ability to strike balance between work, personal life	+38.5	+46.7	+8.2
Your ability to manage your time	+40.1	+47.9	+7.9
Your ability to communicate with external customers, partners	+5.0	+12.1	+7.1
Your ability to collaborate with other employees	-12.5	-5.6	+6.9
Your ability to communicate with other employees	-5.2	-1.6	+3.6
Your expenses	+61.8	+62.3	+0.5

CHANGING EMPLOYERS One of the unanticipated outcomes of the pandemic has been a sharp increase in the number of employees who quit their jobs. Coined by economists as the *Great Resignation*, the Bureau of Labor Statistics reported that the number of employees who left their jobs in November 2021 was the highest ever recorded in the United States, and this followed six months of record-setting rates of resignations beginning in April 2021. By the end of 2021, more than 47 million Americans had left their jobs. Accordingly, it was of interest to ask Orange County employees whether they had changed employers during the past 18 months and—if yes—to state the reason for their move.

Question 13 *Did you change employers in the past 18 months?*

FIGURE 26 CHANGE EMPLOYERS IN PAST 18 MONTHS



Among currently employed Orange County residents in September 2022, approximately one-quarter (27%) indicated they had changed employers during the prior 18 months (Figure 26). The tendency to have changed employers during this period was more common among those who had lived in Orange County less than five years, those under 25 years of age, individuals from lower income households, and African Americans (see figures 27-29).

FIGURE 27 CHANGE EMPLOYERS IN PAST 18 MONTHS YEARS IN ORANGE COUNTY & AGE

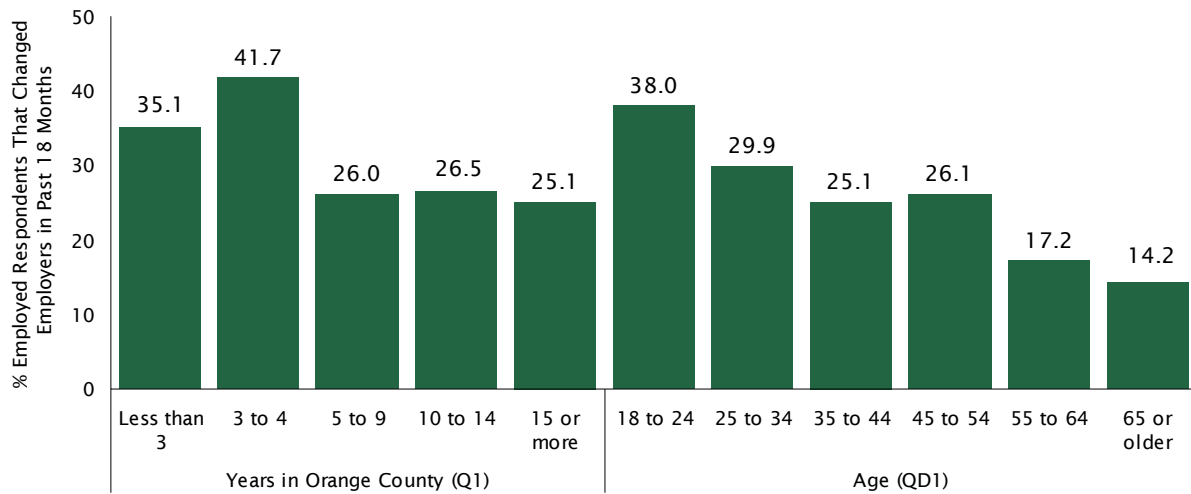


FIGURE 28 CHANGE EMPLOYERS IN PAST 18 MONTHS BY HSLD INCOME & SUPERVISORIAL DISTRICT

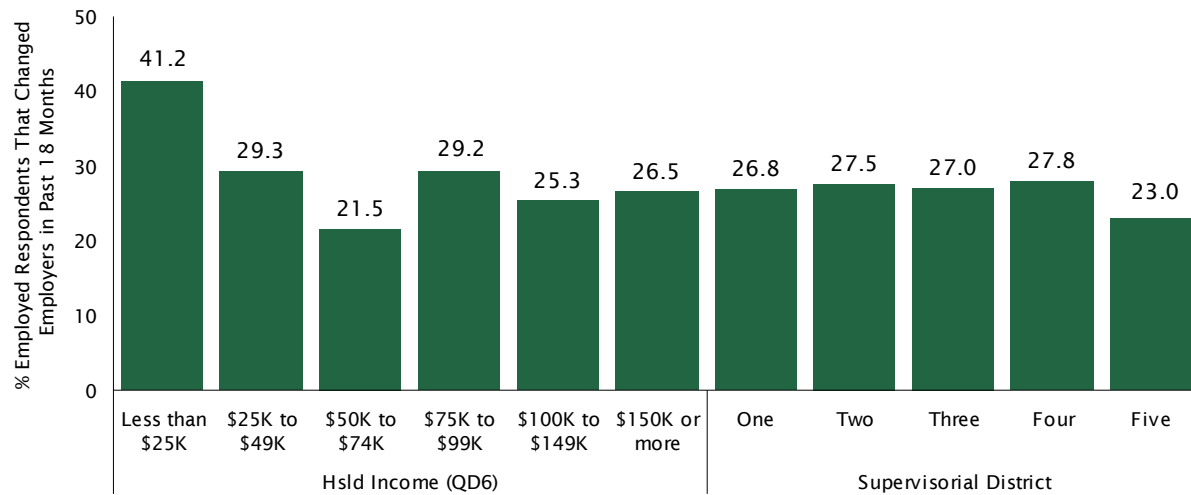
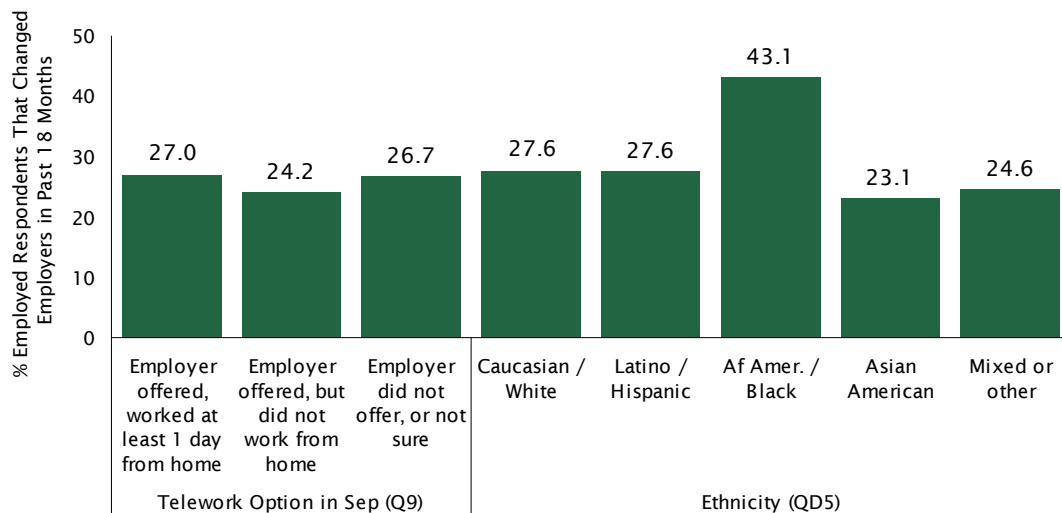


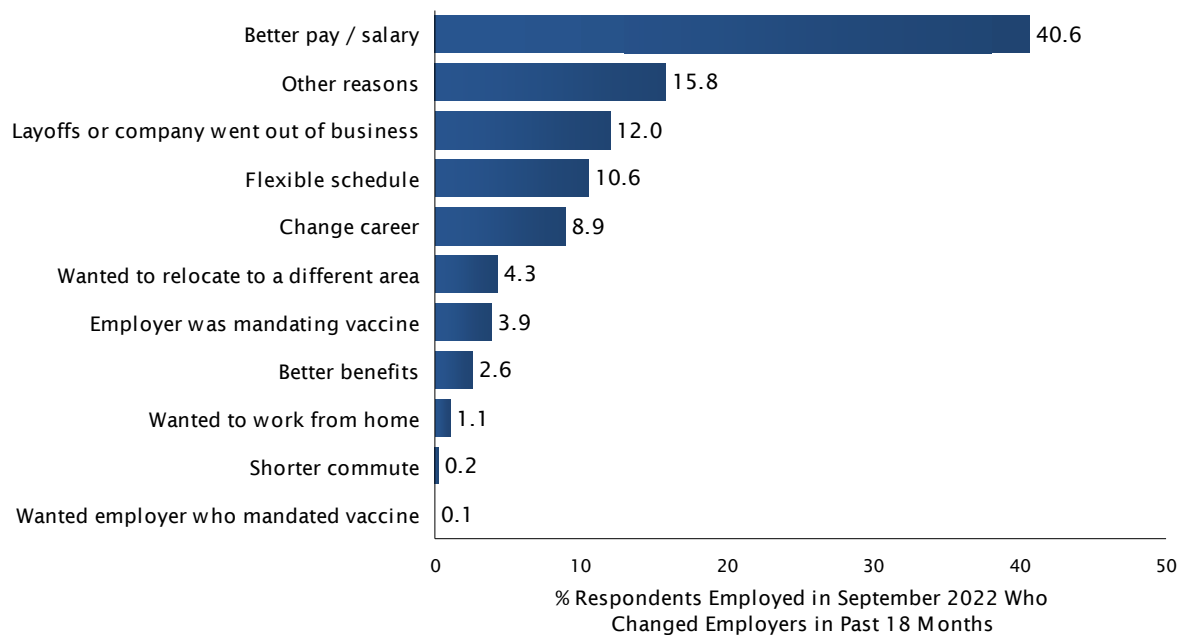
FIGURE 29 CHANGE EMPLOYERS IN PAST 18 MONTHS BY TELEWORK OPTION IN SEP & ETHNICITY



Those who had changed employers in the past 18 months were subsequently asked in an open-ended manner to describe the *main* reason for the change (Figure 30). A desire for better pay/salary was the most common response (41%), followed by a collection of other specific reasons (16%), layoffs/company when out of business (12%), wanting a flexible schedule (11%), and a change in career (9%). It is also worth noting that 4% mentioned they changed employers because their prior employer mandated the COVID-19 vaccine, whereas less than 1% sought to move to an employer that would require vaccines for all employees.

Question 14 *What was the main reason why you changed employers?*

FIGURE 30 MAIN REASON FOR CHANGING EMPLOYERS



CURRENT & EXPECTED ACTIVITIES

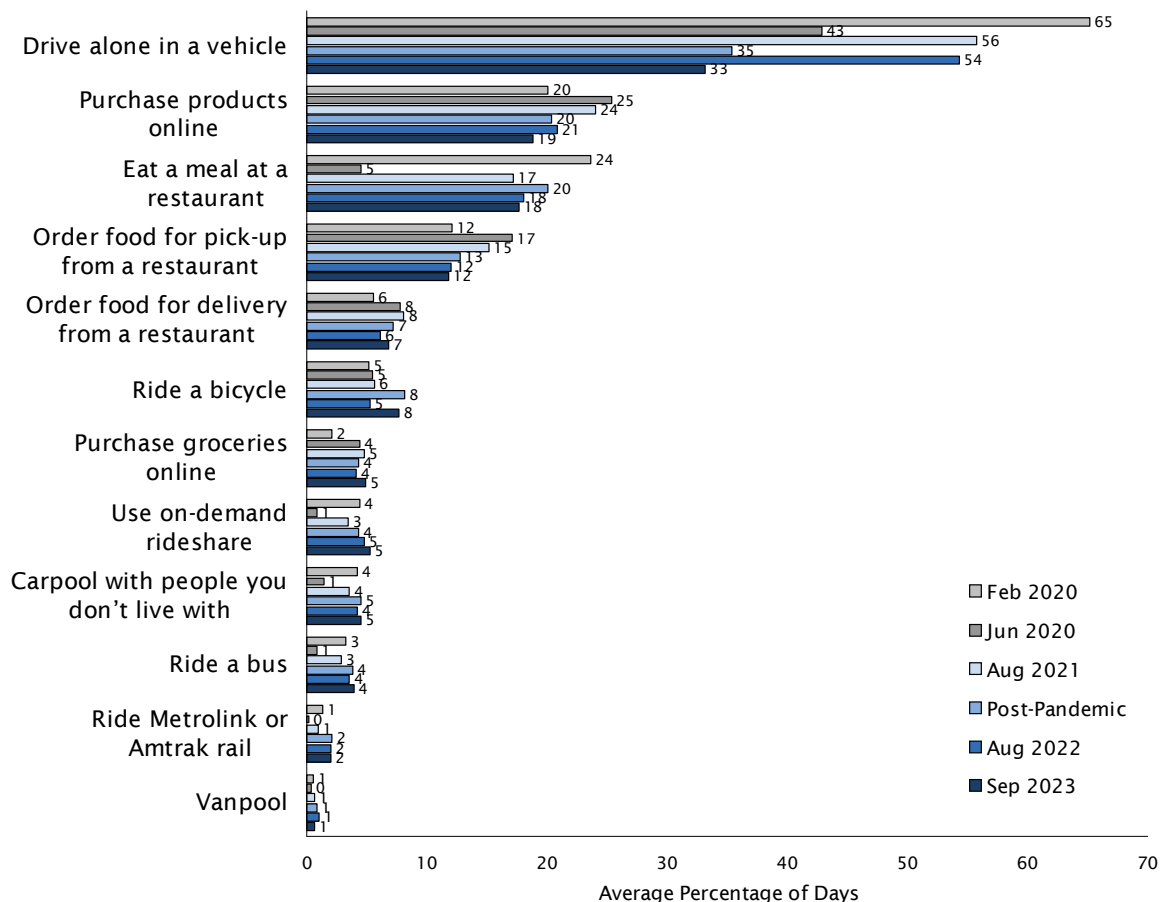
Having profiled respondents' employment status, working arrangements, and commute behavior in February 2020, June 2020, September 2021, September 2022, as well as their future expectations, the study transitioned to identifying how other aspects of their travel behavior and related activities may have changed in response to the pandemic.

PERSONAL ACTIVITIES For each of the activities shown in Figure 31, respondents were asked to report how many days they engaged in the activity during February 2020 (prior to the pandemic), June 2020 (during the pandemic), August 2021 (during pandemic), their 2021 expectations for when the pandemic is over, September 2022 (waning pandemic), and their expectations for September 2023. Because the number of days in these months are not equal, the figure reports the average *percentage* of days in each month that respondents reported engaging in the activity.

Question 15 *In the past month, approximately how many days during the month did you: ____?*

Question 28 *Thinking ahead to one year from now, approximately how many days in a typical month do you expect to: _____?*

FIGURE 31 PERCENTAGE OF DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: FEB 2020, JUN 2020, AUG 2021, POST-PANDEMIC EXPECTATIONS, AUG 2022 & SEP 2023 EXPECTATIONS



In the first few months of the pandemic, Orange County residents made significant changes in their travel, shopping, and dining habits. With respect to travel behavior, the percentage of days they **drove alone** in a vehicle declined from 65% in February 2020 to 43% in June 2020, use of **on-demand rideshare** declined from 4% of days in February to 1% in June, **carpooling** with someone they don't live with declined from 4% of days in February to 1% in June, riding a **bus** declined from 3% of days on average in February to 1% in June, while riding **Metrolink** or **Amtrak** declined from 1% of days in February to 0.2% in June.

With respect to shopping and dining, the dramatic decline in the percentage of days respondents reported **eating a meal at a restaurant** (24% in February vs 5% in June) was only partially offset by an increase in the percentage of days they ordered food for **pick-up** (12% in February vs 17% in June) or **delivery** (6% in February vs 8% in June). When compared to the patterns in February, there was also a modest uptick in the percentage of days Orange County residents purchased **groceries online** (2% in February vs 5% in June) and **purchased other products online** (20% in February vs 25% in June).

By August 2021, many of the activities had bounced back toward pre-pandemic levels. When compared to June 2020, the percentage of days respondents **drove alone** in a vehicle increased from 43% to 56%, use of **on-demand rideshare** increased from 1% of days to 3%, **carpooling** with someone they don't live with increased from 1% to 4%, riding a **bus** increased from 1% of days to 3%, while riding **Metrolink** or **Amtrak** increased from 0.2% of days in June 2020 to 1% in August 2021. Interestingly, the changes in shopping and dining behavior between June 2020 and August 2021 were comparatively slight, with the exception of **eating a meal at a restaurant**, which increased from 5% of days in June 2020 to 17% of days in August 2021.

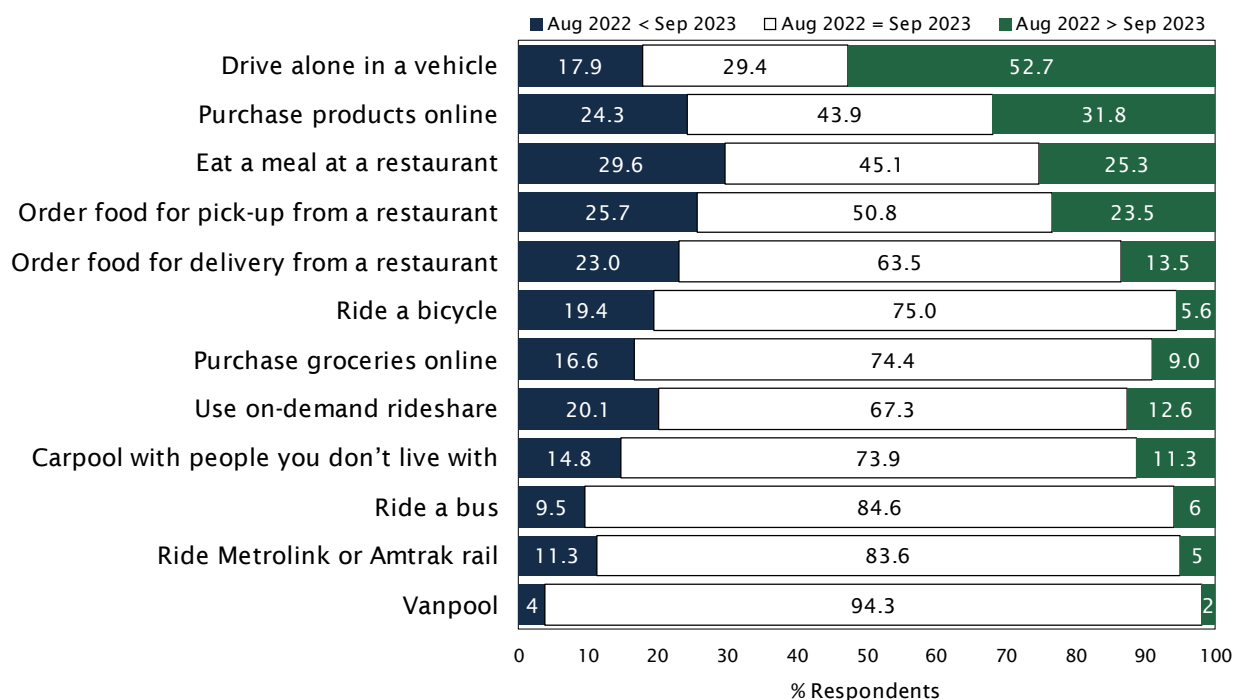
When asked in 2021 to think ahead to the post-pandemic period, respondents anticipated small changes in the number of days they would engage in most activities when compared to August 2021, including purchasing products online (-4%), eating a meal at a restaurant (+3%), ordering food for pick-up from a restaurant (-2%), ordering food for delivery from a restaurant (-1%), purchasing groceries online (-0.5%), carpooling (+1%), using on-demand rideshare (+0.8%), riding a bus (+1%), riding Metrolink or Amtrak (+1%), and vanpooling (+0.2%). The one notable exception was a large decline in the percentage of days they anticipated driving alone in a vehicle (-20%) once the pandemic is over when compared to August 2021.

The 2022 tracking survey found that little actually changed during the prior year, as the patterns closely matched those found in August 2021. Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents **drove alone** in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of **on-demand rideshare** increased from 3% of days to 5%, **carpooling** with someone they don't live with stayed the same at 4%, riding a **bus** increased from 3% of days to 4%, while riding **Metrolink** or **Amtrak** increased from 1% of days in August 2021 to 2% in August 2022. Interestingly, most of the changes in shopping and dining behavior between August 2021 and August 2022 were slight (2% or less), with the exception of ordering food for pick-up from a restaurant (-3%) and purchasing products online (-3%).

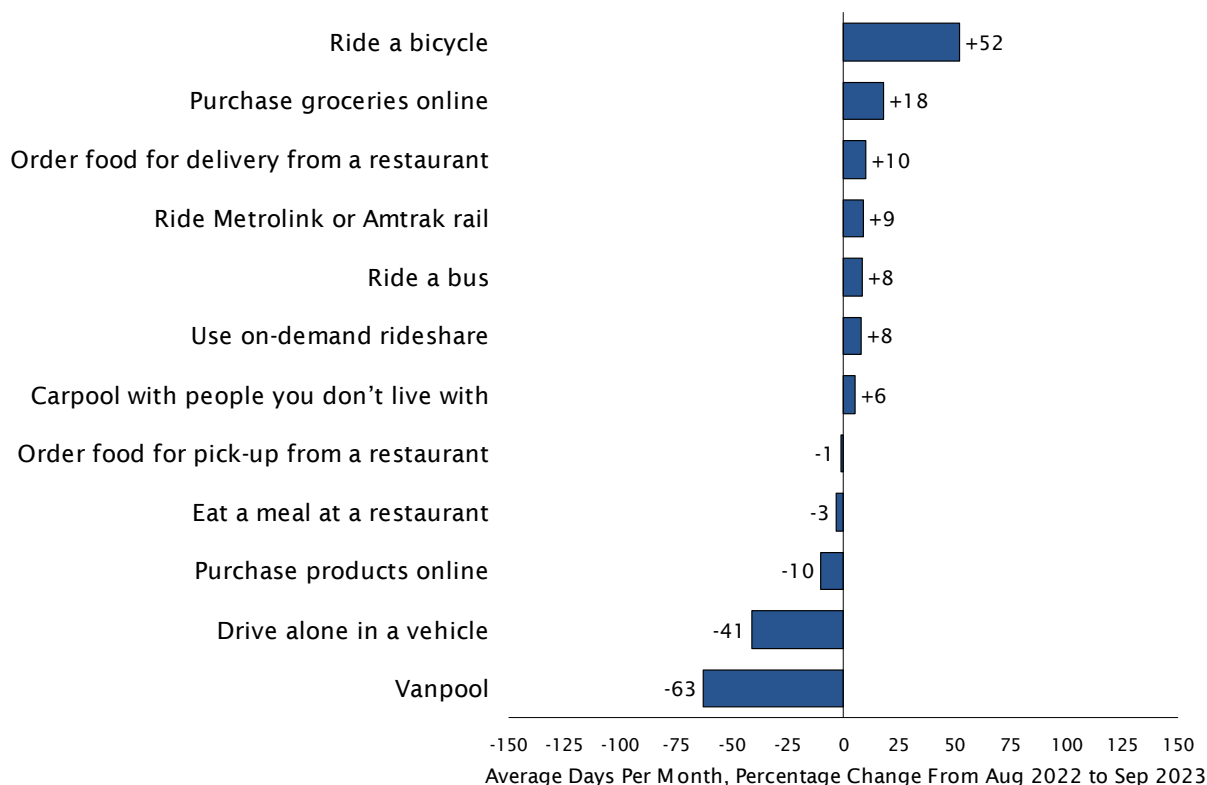
Looking ahead to 2023, respondents anticipated engaging in most activities at the same frequency as they do today. The main exception to this pattern was found for driving alone in a vehicle, for which respondents anticipated a large decline (from 54% of days down to 33%) over the next year. However, this is the same decline respondents anticipated occurring back in the 2021 tracking survey that has yet to materialize.

Figure 32 presents the information gathered in Questions 15 and 28 in a different format, noting the percentage of respondents who reported less, the same, or more days engaging in each activity in August 2022 when compared to what they expect a year from now (September 2023). In most cases, the percentage who are doing *less* of an activity now vs. what they expect a year from now was offset by a similar percentage who anticipated they are doing *more* of the activity now. Activities in which the net difference was at least 10% included driving alone in a vehicle (net 35% more August 2022) and riding a bicycle (net 14% more September 2023).

FIGURE 32 PERSONAL ACTIVITIES: AUG 2022 VS SEP 2023 EXPECTATIONS



Finally, Figure 33 on the next page normalizes the comparison by noting the percentage *change* in expected days spent engaged in each activity between August 2022 and a year from now. The largest anticipated *increases* occurred with respect to riding a bicycle (+52%), purchasing groceries online (+18%), and ordering goods for delivery (+10%). The largest anticipated *decreases* were reported for vanpooling (-63%) and driving alone in a vehicle (-41%). Table 4 shows how the percentage change in expected days spent engaged in each activity by next year varied by Supervisorial District.

FIGURE 33 PERCENTAGE CHANGE IN DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: AUG 2022 VS SEP 2023 EXPECTATIONS**TABLE 4 PERCENTAGE CHANGE IN DAYS PER MONTH PERFORMING PERSONAL ACTIVITIES: SEP 2022 VS SEP 2023 EXPECTATIONS BY OVERALL & SUPERVISORIAL DISTRICT**

	Overall	Supervisory District				
		One	Two	Three	Four	Five
Ride Metrolink or Amtrak rail	+52	+82	+41	+60	+39	+43
Vanpool	+18	+18	+15	+15	+20	+23
Ride a bicycle	+10	+3	+7	+5	+24	+18
Ride a bus	+9	-50	+2	+62	+67	+109
Carpool with people you don't live with	+8	+3	+2	+61	+7	+32
Use on-demand rideshare	+8	+25	-19	+31	+12	+17
Eat a meal at a restaurant	+6	+5	+5	-19	+9	+20
Purchase groceries online	-1	-5	-6	-5	+23	-5
Order food for delivery from a restaurant	-3	-2	+3	-3	-12	-4
Purchase products online	-10	-8	-4	-14	-8	-16
Order food for pick-up from a restaurant	-41	-36	-46	-50	-27	-45
Drive alone in a vehicle	-63	-83	-33	+108	-33	+41

FUTURE WORK ARRANGEMENTS

The final substantive questions of the survey focused on employees' anticipated work arrangements in 2023, including changes to the amount of time they expect to work from home, the extent to which their employers' preferences may be driving their expected remote work patterns, and whether they anticipate changing employers in the next year.

MORE OR LESS REMOTE WORK IN FUTURE? To set the stage for the discussion in this section, figures 34-36 summarize employees' expectations for the amount they will be teleworking a year from now (September 2023). The figures represent *all* employees, including those who are not currently teleworking. Overall, 74% of employees residing in Orange County expect that the amount they telework in September 2023 will be the same as now (September 2022), whereas 13% expect to work fewer days a year from now and 14% anticipated working more from home in 2023. As shown in the figures, the higher the percentage of days an employee currently works from home, the more likely they are to expect they will *reduce* the amount of days working remotely in 2023.

FIGURE 34 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY OVERALL & PERCENTAGE TELEWORK DAYS IN SEP 2022

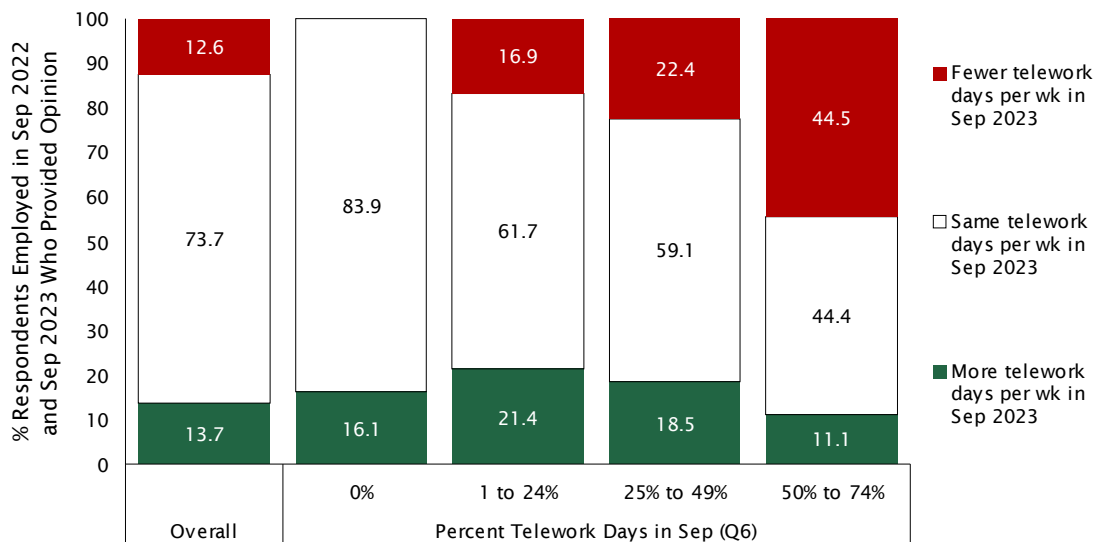


FIGURE 35 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY SUPERVISORIAL DISTRICT

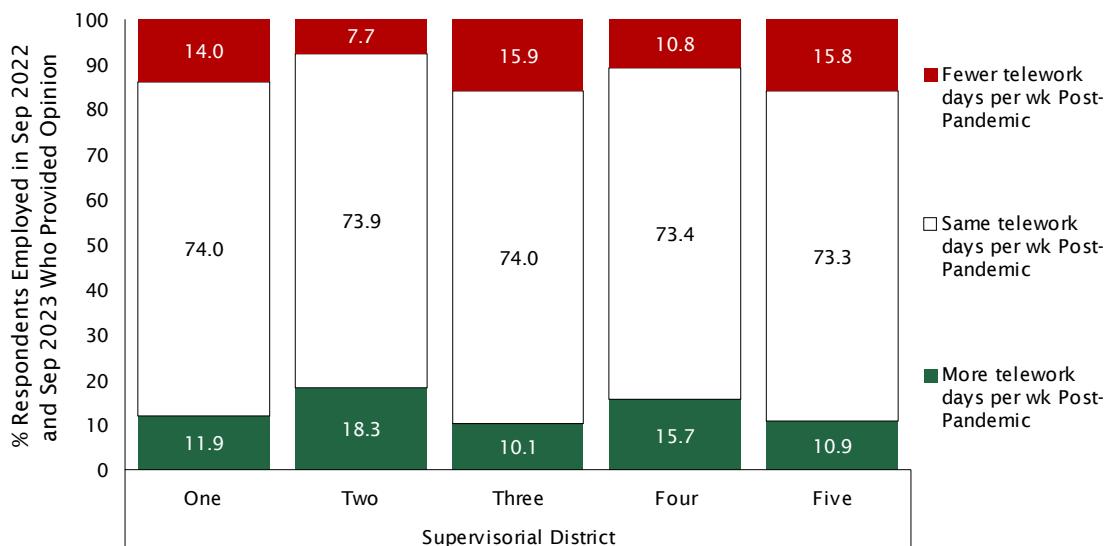
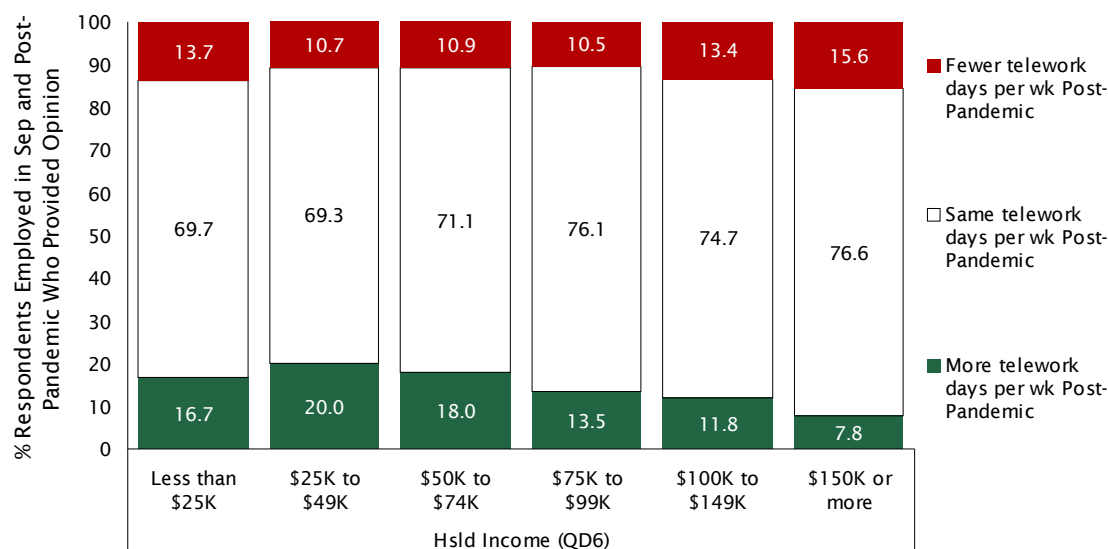


FIGURE 36 EXPECTED SEP 2023 TELEWORK STATUS AMONG ALL EMPLOYEES BY HSLD INCOME



REMOTE WORK STATUS - EMPLOYEE'S PREFERENCE? Regardless of their expectations for how the amount they work from home may change over the next year, all employees were asked whether their anticipated 2023 remote work status is their preference. As shown in Figure 37 on the next page, there is a clear pattern between the type of change expected in their remote work status by September 2023 and whether employees' preferences dictated the outcome.

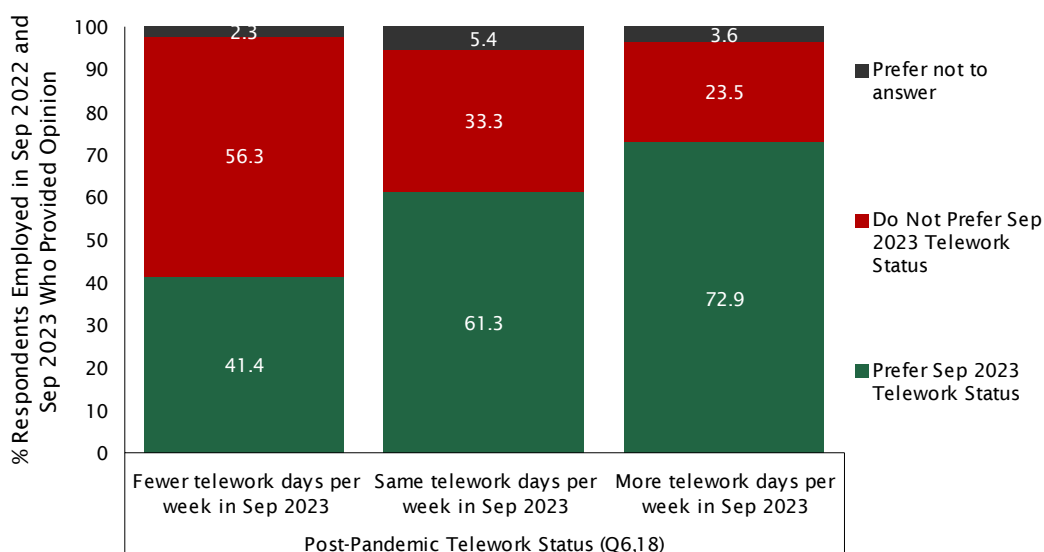
Among employees who anticipated working fewer days from home by September 2023, just 41% indicated that this is their *preferred* outcome. Most employees (61%) who expected to maintain their current remote work patterns offered that this is their preference. Meanwhile, among employees who expected to work more often from home by September 2023, 73% stated that they preferred this arrangement.

Question 20 You indicated that you expect to work fewer days from home one year from now when compared to your current schedule. Is this because you prefer to reduce the number of days you work from home?

Question 22 You indicated that you expect to work the same number of days from home one year from now when compared to your current schedule. Is this because you prefer to keep the number of days you work from home the same?

Question 24 You indicated that you expect to work more days from home one year from now when compared to your current schedule. Is this because you prefer to increase the amount of days you work from home?

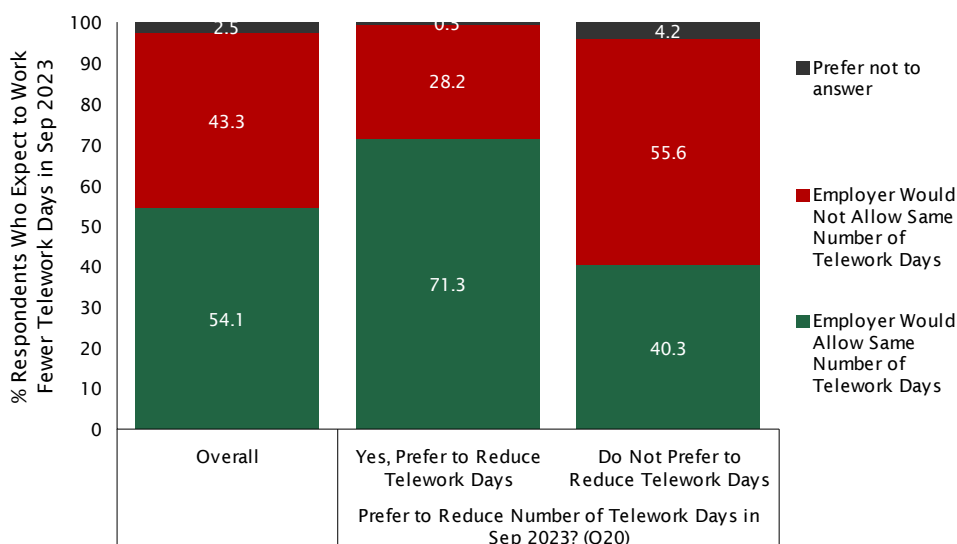
FIGURE 37 SEP 2023 EXPECTED TELEWORK STATUS



WORKING FEWER DAYS FROM HOME Employees who indicated they anticipated working fewer days from home one year from now were subsequently asked if their employer would allow them to continue working from home the same number of days as their current schedule. Figure 38 on the next page shows that the most common answer to this question was yes—their employer would allow them to continue working from home as often as they do currently (54%). The figure also shows the relationship between employees' preferences and their employers' when it comes to their September 2023 work arrangements. Among those who anticipated working fewer days from home in 2023 and preferred to do so, most (71%) indicated that their employer would have allowed them to continue working from home as often as their current schedule. Conversely, those who anticipated working less from home in the future and did *not* prefer this outcome were far more likely (56%) to report that their employer would not allow them to continue working from home as often as they do currently.

Question 21 One year from now, do you expect that your employer will allow you to continue working from home < insert from Q6 > days per week?

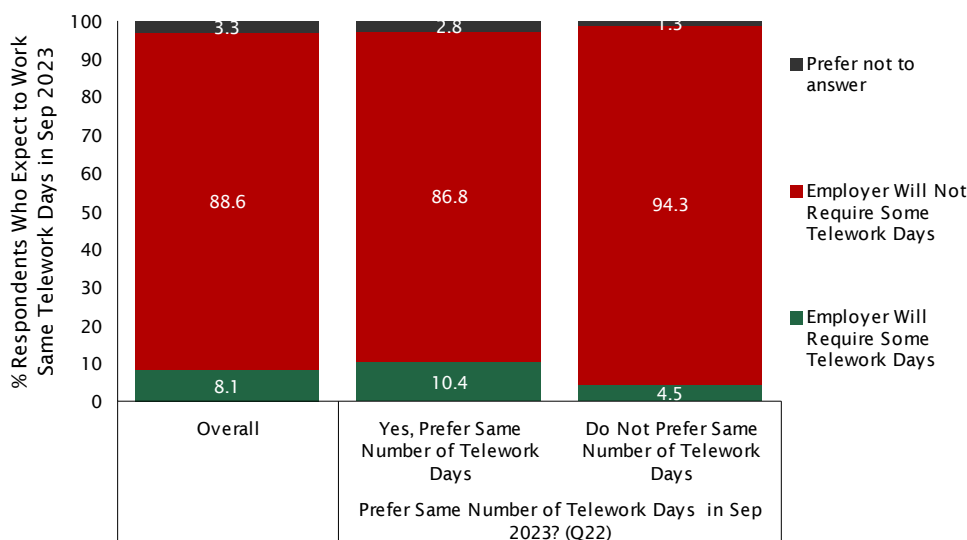
FIGURE 38 FEWER TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



WORKING SAME DAYS FROM HOME Employees who indicated they anticipated working the *same* number days from home next year were subsequently asked if their employer will be requiring employees to work from home at least part of the time during this period. Few employees in this situation (8%) indicated that remote work will be required by their employer and the percentage varied little according to the whether the employees did/did not prefer to work from home the same number of days by September 2023.

Question 23 Has your employer indicated that - one year from now - employees must work from home at least part of the time?

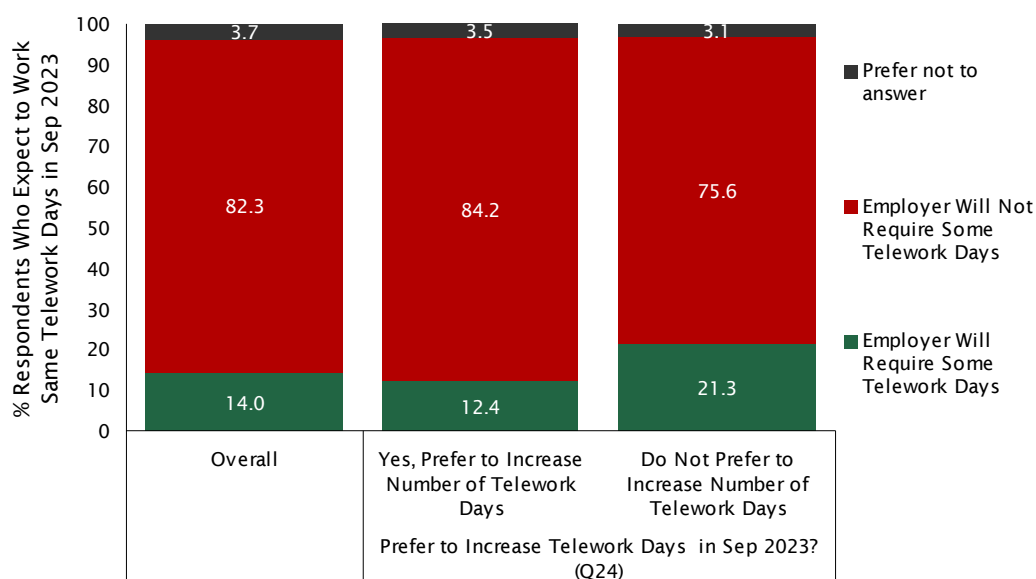
FIGURE 39 SAME NUMBER OF TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



WORKING MORE DAYS FROM HOME In a manner similar to that described above, employees who indicated they anticipated working *more* days from home a year from now were also asked if their employer will be requiring employees to work from home at least part of the time during this period. Overall, 14% of employees in this situation indicated that their employer will be requiring employees to work from home at least part of the time by September 2023. Those who did not prefer to work more days from home next year were more likely (21%) than their counterparts (12%) to indicate that their employer will require remote work next year.

Question 25 *Has your employer indicated that - one year from now - employees must work from home least part of the time?*

FIGURE 40 MORE TELEWORK DAYS NEXT YEAR (SEP 2023): EMPLOYER REQUIREMENT VS EMPLOYEE PREFERENCE



DO YOU ANTICIPATE CHANGING EMPLOYERS? Whereas Question 13 asked respondents whether they had changed employers during the *prior* 18 month period, Question 26 asked employees whether they anticipated changing employers in the upcoming 12 month period (see Figure 41). Overall, 17% of individuals anticipated that they will be changing their employer within the 12 months following the interview, and an additional 4% indicated they are currently employed but do not anticipate being employed one year from now. Overall, 69% of individuals indicated they anticipated staying with their current employer for the next 12 months, and this expectation was more common among residents of Supervisorial District 5, those 35 to 54 years of age, and those who reside in higher-earning (\$100,000+) households (see figures 41-43).

Question 26 *Do you anticipate that you will change employers in the next 12 months?*

FIGURE 41 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY OVERALL & SUPERVISORIAL DISTRICT

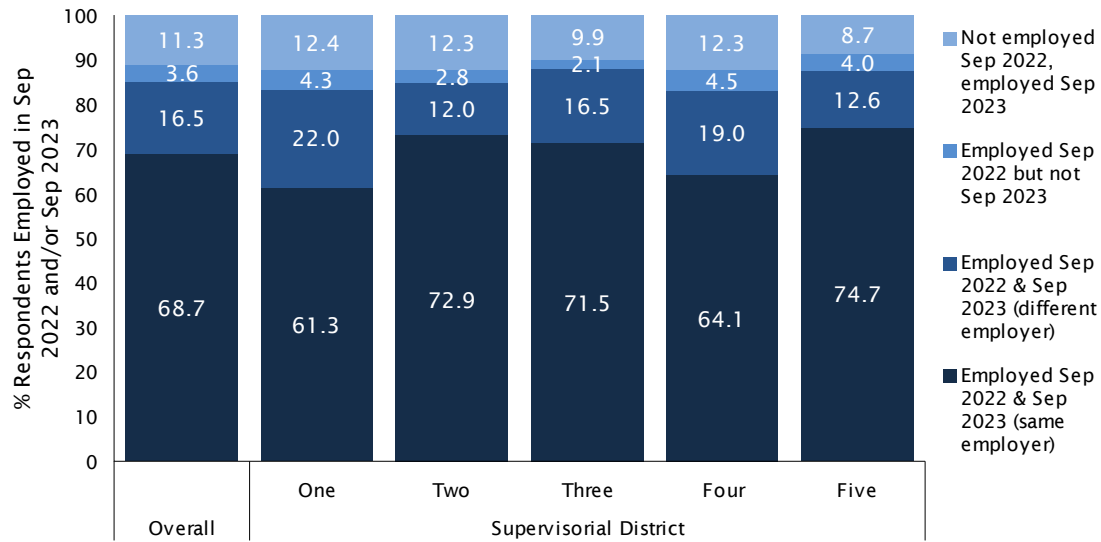


FIGURE 42 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY AGE

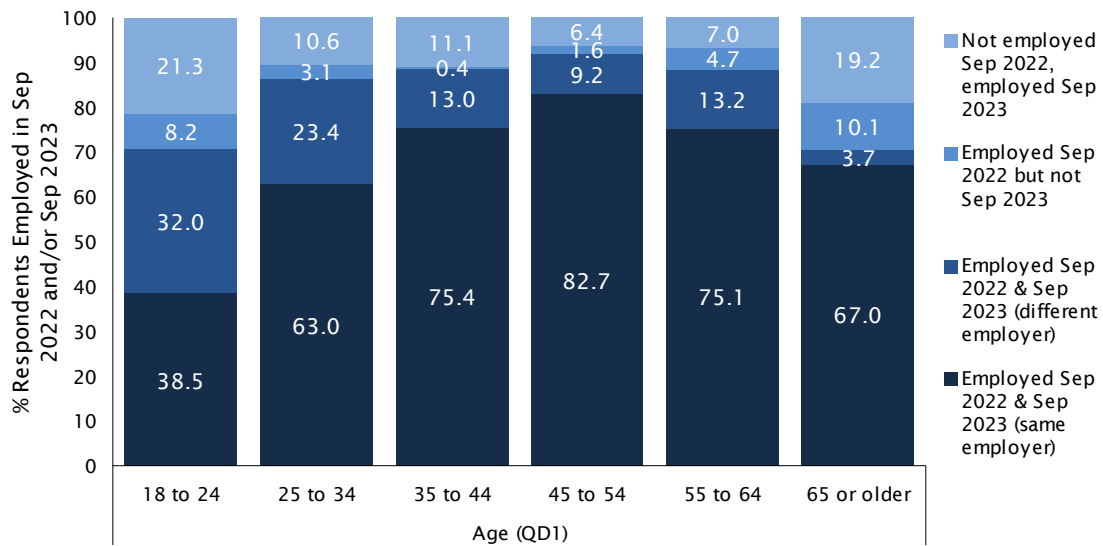
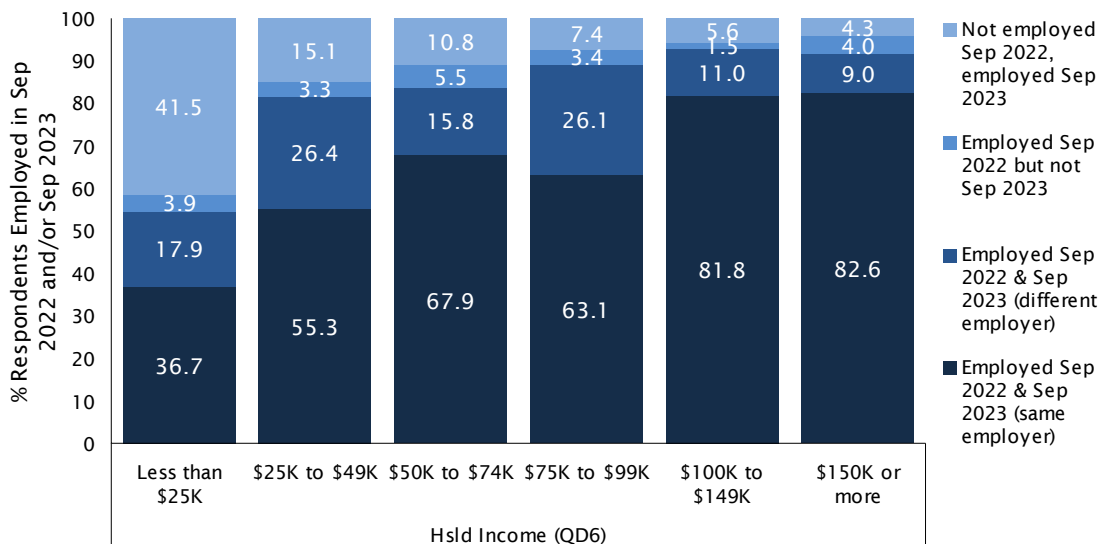


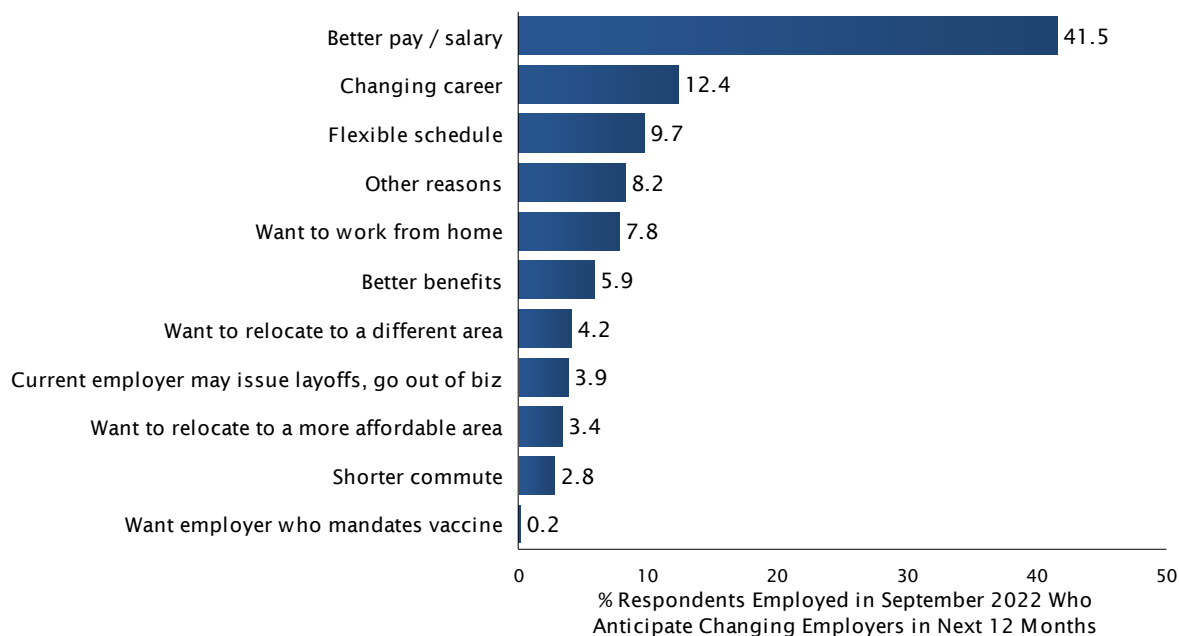
FIGURE 43 EMPLOYMENT STATUS IN NEXT 12 MONTHS BY HSLD INCOME



Those who anticipated changing employers in the next 12 months were subsequently asked in an open-ended manner to describe the *main* reason for their anticipated change (Figure 44). Here again, a desire for better pay/salary was the most common reason for changing employers (42%), while others cited a change of career (12%), a desire to have a flexible schedule (10%), a collection of different reasons (8%), and desire to work from home (8%). When it comes to an anticipated change in employers over the next year, less than 1% mentioned a vaccine-related reason.

Question 27 *What is the main reason why you expect to change employers?*

FIGURE 44 MAIN REASON FOR CHANGING EMPLOYERS



BACKGROUND & DEMOGRAPHICS

TABLE 5 DEMOGRAPHICS OF SAMPLE BY STUDY VERSION

	Baseline Jul 2020	Study Version Tracking Sep 2021	Tracking II Sep 2022
Total Respondents	2,548	2,119	2,019
Years in Orange County (Q1)			
Less than 3	3.9	4.1	5.2
3 to 4	5.2	4.7	4.4
5 to 9	9.7	11.3	8.1
10 to 14	7.2	8.6	7.3
15 or more	73.6	70.7	74.4
Prefer not to answer	0.4	0.7	0.6
Age (QD1)			
18 to 24	13.3	13.2	13.4
25 to 34	18.6	18.1	18.1
35 to 44	19.3	18.6	18.6
45 to 54	19.1	18.6	18.5
55 to 64	13.8	13.3	12.5
65 or older	14.5	17.2	13.2
Prefer not to answer	1.4	0.9	5.6
Gender (QD2)			
Male	48.7	45.5	45.1
Female	48.9	51.4	53.2
Other	0.6	0.8	0.3
Prefer not to answer	1.8	2.3	1.4
Access to Personal Vehicle (QD3)			
Always	90.8	88.1	84.2
Sometimes	4.2	6.2	8.2
Rarely, never	3.5	4.0	5.9
Prefer not to answer	1.5	1.7	1.7
Home Ownership Status (QD4)			
Rent	40.6	42.0	44.3
Own	53.4	52.6	51.7
Prefer not to answer	6.0	5.4	4.0
Ethnicity (QD5)			
Caucasian / White	37.5	37.3	37.7
Latino / Hispanic	32.1	32.0	32.3
Af Amer. / Black	2.2	1.8	1.5
Asian American	19.5	19.8	20.0
Mixed or other	3.6	3.1	3.4
Prefer not to answer	5.0	6.0	5.1
Hsld Income (QD6)			
Less than \$25K	7.8	10.0	8.6
\$25K to \$49K	15.6	14.2	16.6
\$50K to \$74K	17.4	16.5	17.2
\$75K to \$99K	16.1	16.6	14.7
\$100K to \$149K	16.0	14.4	15.2
\$150K or more	20.5	21.7	21.1
Prefer not to answer	6.6	6.6	6.6
Supervisorial District			
One	20.7	20.8	19.3
Two	21.2	21.5	22.6
Three	17.4	17.7	18.1
Four	21.3	21.3	20.7
Five	19.4	18.7	19.3

Table 5 presents the key demographic and background information that was collected during the survey. Although the primary motivation for collecting the background and demographic information was to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics (see crosstabulations in Appendix A for a full breakdown of each question), the information is also valuable for understanding the current profile of Orange County's adult population. The sample profile matches Orange County's adult population profile on age, ethnicity, and homeownership based on the most recent Census American Community Survey (ACS) estimates, and is also balanced across Supervisorial Districts.

M E T H O D O L O G Y

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with OCTA to develop a questionnaire that covered the topics of interest and avoided the many possible sources of systematic measurement error including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking the items in a set order can lead to a systematic position bias, the items were asked in a random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who reported that they were employed in September 2022 (Question 4) were asked follow-up questions about their work schedule (Question 5) and working from home (Question 6) during that month. The questionnaire included with this report (see *Questionnaire & Toplines* on page 47) identifies the skip patterns that were used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING, PRE-TEST & TRANSLATION Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the telephone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts the interviewer to certain types of keypunching mistakes should they occur. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in Orange County prior to formally beginning the survey. Once finalized, the survey was professionally translated into Spanish and Vietnamese to give respondents the option of participating in English, Spanish, or Vietnamese.

SAMPLE, RECRUITING & DATA COLLECTION A comprehensive database of households within Orange County was utilized for this study, ensuring that all households had the opportunity to participate in the survey. From this master database, True North developed a stratified, random sample of residents to recruit to participate in the survey. Once selected at random, additional contact information (telephone and/or email) was appended to the sample using publicly available and private sources. Residents were recruited to participate in the survey using a combination of emailed invitations, text invitations, and/or telephone calls.⁵ Individuals that received an email or text invitation were invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Each sample record was assigned a unique passcode to ensure that only residents who received an invitation could access the online survey site, and that the survey could be completed one time only. Individuals that did not respond to an email or text invitation (or that only had telephone contact information) were recruited to participate in the survey by telephone (land line and/or cell phone).

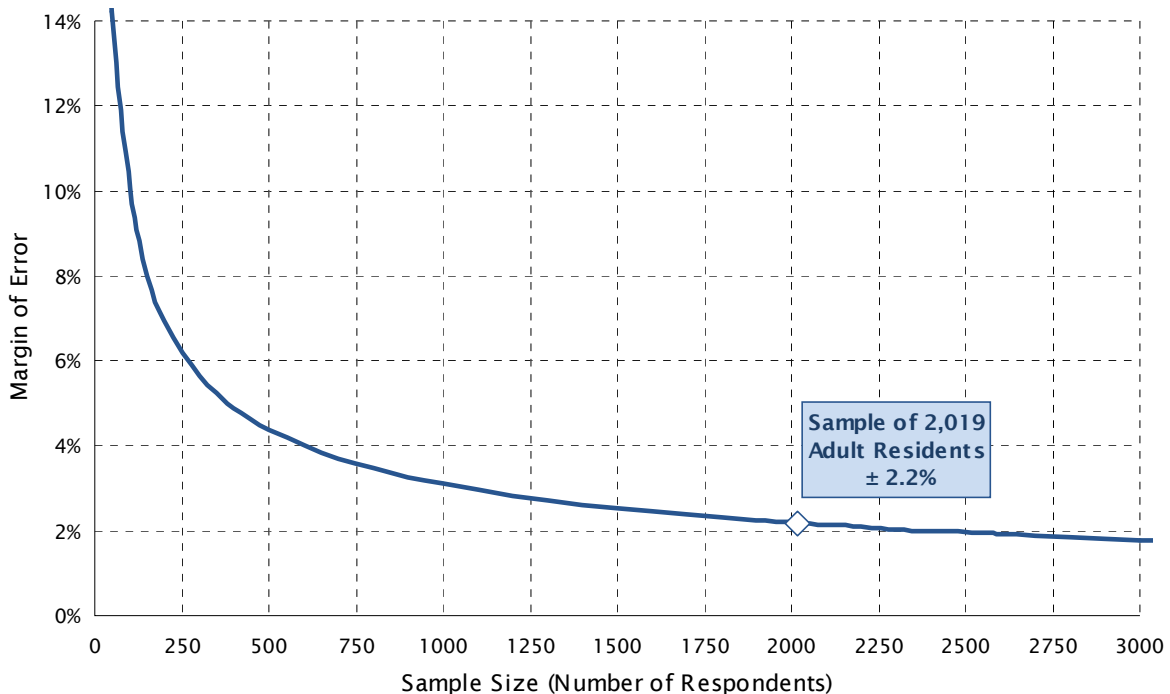
5. The recruiting method(s) selected for a respondent depended on the contact information that was available for that particular individual.

Telephone interviews averaged 15 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would likely bias the sample. A total of 2,019 surveys were completed between September 12 and September 30, 2022.

STATISTICAL MARGIN OF ERROR By using a probability-based sample and monitoring the sample characteristics as data collection proceeded, True North ensured that the sample was representative of adult residents in Orange County. The results of the survey can thus be used to estimate the opinions of *all* adult residents in the County. Because not all adult residents participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 2,019 respondents for a particular question and what would have been found if all of the estimated 2,489,898 adult residents⁶ in Orange County had been interviewed.

Figure 45 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is $\pm 2.2\%$ for questions answered by all 2,019 respondents countywide.

FIGURE 45 MAXIMUM MARGIN OF ERROR DUE TO SAMPLING



Within this report, figures and tables show how responses to certain questions varied by sub-groups such as years living in Orange County, age of the respondent, and Supervisorial District. Figure 45 above is thus useful for understanding how the maximum margin of error for a per-

6. Source: adult population estimate derived from U.S. Census Bureau age profile for Orange County for July 2021.

centage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

DATA PROCESSING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing open-ended responses, and preparing frequency analyses and crosstabulations. The final data were weighted to adjust for minor discrepancies in age and ethnicity within each of the five Supervisorial Districts.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and charts. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and pie charts for a given question.

QUESTIONNAIRE & TOPLINES



OCTA
Employment & Travel Survey Tracker II
Final Toplines (n=2,019)
October 11, 2022

Section 1: Introduction to Study

Standard Intro: Hi, may I please speak to: _____. Hi, my name is _____ and I'm calling from TNR on behalf of OCTA (Oh-See-Tee-Ay) – the Orange County Transportation Authority. We're conducting a survey about important issues in Orange County and I'd like to get your opinions.

If Land Line, no name on file: Hi, my name is _____ and I'm calling from TNR on behalf of OCTA (Oh-See-Tee-Ay) – the Orange County Transportation Authority. We're conducting a survey about important issues in Orange County and I'd like to get your opinions.

If needed: This is a survey about important issues in your community. I'm NOT trying to sell anything and I won't ask for a donation. Your responses will be confidential.

If needed: The survey should take about 12 minutes to complete.

If needed: If now is not a convenient time, can you let me know a better time so I can call back? You can also take the survey online if you prefer.

Section 2: Screener for Inclusion if Land Line & No Name

For statistical reasons, I would like to speak to the youngest adult male currently at home that is at least 18 years of age. *If there is no male currently at home that is at least 18 years of age, then ask:* Ok, then I'd like to speak to the youngest female currently at home that is at least 18 years of age.

If there is no adult currently available, then ask for a callback time.

NOTE: Adjust this screener as needed to match sample quotas on gender & age

If respondent asks why we want to speak to a particular demographic group, explain: Its important that the sample of people for the survey is representative of the adult population in Orange County for it to be statistically reliable. At this point, we need to balance our sample by asking for people who fit a particular demographic profile.

Section 3: Local Issues & the Pandemic

Q1	To begin, how long have you lived in Orange County?		
	1	Less than 1 year	2%
	2	1 to 2 years	3%
	3	3 to 4 years	4%
	4	5 to 9 years	8%
	5	10 to 14 years	7%
	6	15 years or longer	74%
	99	Prefer not to answer	1%

Q2	Thinking about Orange County as a whole, what would you say is the most important issue facing Orange County today? Verbatim responses recorded and later grouped into categories shown below.		
	Homelessness		25%
	Housing availability, affordability		18%
	Not sure, cannot think of anything		16%
	Public safety, drugs, crime		11%
	Traffic congestion		9%
	Cost of living		9%
	Public transportation		5%
	Population, overcrowding		3%
	Environmental issues, concerns		3%
	Development, loss of open space		3%
	Infrastructure maintenance, repair		3%
	Water supply issues, concerns, drought		3%
	Economy, unemployment		2%
	High taxes		2%
	Illegal immigration issues		2%
	Political division		2%
	High gas prices		2%
Q3	Which comes closer to your view about where Orange County stands in the coronavirus outbreak: the worst is behind us OR the worst is yet to come?		
	1	Worst is behind us	74%
	2	Worst is yet to come	10%
	98	Not sure	15%
	99	Prefer not to answer	1%

Section 4: Current Employment & Commute

We're interested in how your activities may have changed in response to the pandemic. First, let me ask about your **current** situation.

Q4	Which best describes your current employment status? Are you employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?		
	1	Employed full-time	48%
	2	Employed part-time	9%
	3	Self-employed	7%
	4	Laid-off/furloughed	1%
	5	Not employed, but looking for work	5%
	6	Student	6%
	7	Homemaker	4%
	8	Retired	19%
	99	Prefer not to answer	2%
Q5	How many days per week do you typically work?		
	1	One	1%
	2	Two	1%
	3	Three	6%
	4	Four	10%
	5	Five	68%
	6	Six	10%
	7	Seven	4%
	99	Prefer not to answer	0%
Q6	Of the <insert from Q5> days per week you typically work, how many of these days do you primarily work from home ?		
	0	None	57%
	1	One	7%
	2	Two	9%
	3	Three	6%
	4	Four	5%
	5	Five	14%
	6	Six	1%
	7	Seven	2%
	99	Prefer not to answer	0%

Ask Q7 and Q8 if number days reported in Q6 is less than Q5.		
Q7	When you commute to a work destination outside of your home, how do you typically commute to work? <i>If they say they use multiple transportation methods, ask: Which do you use for the <u>longest</u> portion of your commute?</i> <i>If they say drive, car, etc. ask: Do you most often drive by yourself or with other people in the vehicle?</i>	
	1	Drive alone (car, truck, SUV, or van) 85%
	2	Carpool (ride together 2 to 4 people) 6%
	3	Vanpool (ride together with 5 to 15 people) 1%
	4	Motorcycle/Moped 1%
	5	E-bike/electric scooter 1%
	6	On-demand rideshare service like Uber or Lyft 0%
	7	Taxi 0%
	Public Transit	
	8	Bus 4%
	9	Metrolink/Amtrak rail 1%
	10	Other public transit 0%
	11	Bicycle 1%
	12	Walk/jog/run 1%
	13	Other 0%
	99	Prefer not to answer 0%
Q8	In miles, what is the approximate one-way commute distance between your home and your place of work? <i>If respondent not sure, ask them to estimate.</i>	
	Average miles 17.20	
	1	Less than 3 7%
	2	3 to 5 19%
	3	6 to 10 22%
	4	11 to 15 18%
	5	16 to 25 14%
	6	26 to 40 8%
	7	More than 40 7%
	99	Prefer not to answer 4%

Ask Q9 if Q6=0. Otherwise skip to Q10.		
Q9	Does your employer currently give you the option to work from home at least one day per week?	
	1 Yes	8%
	2 No	89%
	98 Not sure	2%
	99 Prefer not to answer	1%
Q10	What industry do you work in? <i>If hesitates, ask: What does your company do? Verbatim responses recorded and later grouped into categories shown below.</i>	
	Health Care and Social Assistance	18%
	Professional, Scientific and Technical Services	15%
	Educational Services	9%
	Retail Trade	7%
	Public Administration	6%
	Prefer not to answer	6%
	Manufacturing	5%
	Accommodation and Food Services	5%
	Other Services (except Public Administration)	5%
	Construction	5%
	Transportation and Warehousing	4%
	Finance and Insurance	4%
	Real Estate and Rental and Leasing	3%
	Arts, Entertainment and Recreation	3%
	Information	2%
	Administrative and Support and Waste Management and Remediation Services	2%
	Wholesale Trade	1%
Q11	What is your occupation ? <i>If hesitates, ask: What type of work do you do? Verbatim responses recorded and later grouped into categories shown below.</i>	
	Management occupations	15%
	Education, training, and library occupations	8%
	Sales and related occupations	8%
	Office and administrative support occupations	8%
	Healthcare practitioner and technical occupations	7%
	Prefer not to answer	7%

	Business and financial operations occupations	6%
	Architecture and engineering occupations	5%
	Arts, design, entertainment, sports, and media occupations	4%
	Food preparation and serving related occupations	4%
	Computer and mathematical science occupations	3%
	Community and social service occupations	3%
	Legal occupations	3%
	Production occupations	3%
	Transportation and material moving occupations	3%
	Healthcare support occupations	2%
	Building and grounds cleaning and maintenance occupations	2%
	Personal care and service occupations	2%
	Construction and extraction occupations	2%
	Installation, maintenance, and repair occupations	2%
	Life, physical, and social science occupations	1%
	Protective service occupations	1%
	Armed Forces	1%
<i>Ask Q12 if Q6>0. Otherwise skip to Q15.</i>		
Q12	Next are a few questions about your experiences working from home during the past year. In general, do you find that working from home has helped, had no impact, or hurt: _____? If helped or hurt, ask: Would you say it has (helped/hurt) a lot or somewhat?	
	<i>Randomize</i>	<div>Helped a lot</div> <div>Helped somewhat</div> <div>No Impact</div> <div>Hurt somewhat</div> <div>Hurt a lot</div> <div>Not Sure</div> <div>Prefer not to answer</div>
A	Your satisfaction with your job	43% 23% 20% 8% 3% 1% 1%
B	Your ability to collaborate with other employees	15% 12% 38% 24% 9% 1% 1%
C	Your ability to communicate with other employees	16% 9% 45% 21% 6% 2% 2%
D	The quality of your work	30% 21% 37% 8% 2% 0% 1%
E	Your productivity	36% 26% 23% 10% 4% 1% 1%
F	Your ability to strike the right balance between work and your personal life	46% 18% 17% 11% 6% 0% 1%
G	Your expenses	41% 29% 19% 4% 5% 1% 1%
H	Your ability to manage your time	41% 20% 23% 11% 3% 1% 1%
I	Your ability to communicate with external customers or partners	18% 12% 48% 14% 5% 2% 1%

Ask Q13 if Q4=(1,2,3). Otherwise skip to Q15.

Q13	Did you change employers in the past 18 months?			
	1	Yes	27%	Ask Q14
	2	No	72%	Skip to Q15
	99	Prefer not to answer	2%	Skip to Q15
Q14	What was the main reason why you changed employers?			
	1	Better pay/salary	41%	
	2	Better benefits	3%	
	3	Flexible schedule	11%	
	4	Wanted to work from home	1%	
	5	Change career	9%	
	6	Shorter commute	0%	
	7	Wanted to relocate to a different area	4%	
	8	Wanted to relocate to a more affordable area	0%	
	9	Layoffs or company went out of business	12%	
	10	Employer was mandating vaccine	4%	
	11	I wanted to work for employer who mandated vaccine	0%	
	12	Other	16%	
	99	Prefer not to answer	0%	

Section 5: Current Activities

Q15	In the past month – August 2022 – approximately how many days during the month did you: ____?						
	<i>Read in Order</i>	Average Days	None	1 to 3	4 to 8	9 to 16	More than 16
A	Ride Metrolink or Amtrak rail	0.60	89%	7%	3%	0%	1%
B	Ride a bus	1.11	85%	8%	3%	2%	2%
C	Use an on-demand rideshare service like Uber or Lyft	1.46	62%	24%	10%	3%	1%
D	Carpool with people you don't live with	1.28	73%	15%	8%	2%	1%
E	Vanpool	0.31	96%	3%	1%	0%	0%
F	Ride a bicycle	1.64	77%	10%	7%	4%	3%
G	Drive alone in a vehicle	16.90	12%	6%	11%	16%	54%

H	Purchase products online	6.51	9%	28%	34%	22%	7%
I	Purchase groceries online	1.26	70%	16%	11%	3%	0%
J	Eat a meal at a restaurant	5.57	12%	31%	35%	17%	5%
K	Order food for pick-up from a restaurant	3.72	28%	32%	27%	10%	2%
L	Order food for delivery from a restaurant	1.89	55%	26%	13%	5%	1%

Section 6: Future Employment & Commute

Next, let me ask about your expectations for the *future*, **one year from now**. If you aren't sure about an answer, please give me your best estimate.

Q16	One year from now, do you expect to be employed full-time, employed part-time, self-employed, laid-off or furloughed, not employed but looking for work, a student, a homemaker, or retired?		
	1	Employed full-time	54%
	2	Employed part-time	8%
	3	Self-employed	8%
	4	Laid-off/furloughed	0%
	5	Not employed, but looking for work	2%
	6	Student	6%
	7	Homemaker	2%
	8	Retired	19%
	99	Prefer not to answer	2%
Summary of Employment Status September vs One Year from Now (Q4 and Q16)			
	1	Employed Sep & one year from now	61%
	2	Not employed Sep & one year from now	26%
	3	Employed Sep, but not one year from now	2%
	4	Not employed Sep, employed one Year from now	8%
	5	Refused one or both questions	3%

Q17	One year from now, how many days per week do you expect to work?		
	1	One	1%
	2	Two	1%
	3	Three	6%
	4	Four	11%
	5	Five	70%
	6	Six	8%
	7	Seven	3%
	99	Prefer not to answer	0%
Summary of Days Worked per Week, September vs One Year from Now (Q5 and Q17)			
		All Respondents	Respondents Employed in September
1	More days per week one year from now	13%	8%
2	Same days per week one year from now	75%	77%
3	Fewer days per week one year from now	9%	15%
4	Refused one or both questions	3%	0%
Q18	Of the <insert from Q17> days per week you expect to work, how many of these days do you expect to primarily work from home one year from now?		
	0	None	51%
	1	One	8%
	2	Two	11%
	3	Three	9%
	4	Four	5%
	5	Five	14%
	6	Six	1%
	7	Seven	1%
99	Prefer not to answer	0%	

Summary of Days Worked From Home per Week, September vs One Year from Now (Q6 and Q18)				
			All Respondents	Respondents Employed in September
1	More days per week one year from now		13%	13%
2	Same days per week one year from now		76%	74%
3	Fewer days per week one year from now		8%	13%
4	Refused one or both questions		3%	0%
Ask Q19 if number days reported in Q18 is less than Q17.				
Q19	When you commute to a work destination outside of your home one year from now, how will you typically commute to work? <i>If they say they use multiple transportation methods, ask: Which will you use for the longest portion of your commute?</i> <i>If they say drive, car, etc. ask: Will you most often drive by yourself or with other people in the vehicle?</i>			
	1	Drive alone (car, truck, SUV, or van)	86%	
	2	Carpool (ride together 2 to 4 people)	6%	
	3	Vanpool (ride together with 5 to 15 people)	0%	
	4	Motorcycle/Moped	1%	
	5	E-bike/electric scooter	1%	
	6	On-demand rideshare service like Uber or Lyft	1%	
	7	Taxi	0%	
	Public Transit			
	8	Bus	3%	
	9	Metrolink/Amtrak rail	0%	
	10	Other public transit	0%	
	11	Bicycle	1%	
	12	Walk/jog/run	0%	
	13	Other	1%	
	99	Prefer not to answer	0%	
Ask Q20 if Q18<Q6. Otherwise skip to instruction preceding Q22.				
Q20	You indicated that you expect to work <i>fewer</i> days from home a year from now when compared to your current schedule. Is this because you <i>prefer</i> to reduce the number of days you work from home?			
	1	Yes	41%	
	2	No	56%	
	99	Prefer not to answer	2%	

Q21	One year from now, do you expect that your employer will <i>allow</i> you to continue working from home <insert from Q6> days per week?			
	1	Yes	54%	
	2	No	43%	
	99	Prefer not to answer	3%	
<i>Ask Q22 if Q18=Q6. Otherwise skip to instruction preceding Q24.</i>				
Q22	You indicated that you expect to work the <i>same</i> number of days from home one year from now when compared to your current schedule. Is this because you <i>prefer</i> to keep the number of days you work from home the same?			
	1	Yes	61%	
	2	No	33%	
	99	Prefer not to answer	5%	
Q23	Has your employer indicated that – one year from now – employees <i>must</i> work from home at least part of the time?			
	1	Yes	8%	
	2	No	89%	
	99	Prefer not to answer	3%	
<i>Ask Q24 if Q18>Q6. Otherwise skip to instruction preceding Q26</i>				
Q24	You indicated that you expect to work <i>more</i> days from home one year from now when compared to your current schedule. Is this because you <i>prefer</i> to increase the amount of days you work from home?			
	1	Yes	73%	
	2	No	24%	
	99	Prefer not to answer	4%	
Q25	Has your employer indicated that – one year from now – employees <i>must</i> work from home least part of the time?			
	1	Yes	14%	
	2	No	82%	
	99	Prefer not to answer	4%	
<i>Ask Q26 if Q16=(1,2,3). Otherwise skip to Q28.</i>				
Q26	Do you anticipate that you will change employers in the next 12 months?			
	1	Yes	23%	Ask Q27
	2	No	72%	Skip to Q28
	99	Prefer not to answer	6%	Skip to Q28

Q27	What is the main reason why you expect to change employers?		
	1	Better pay/salary	41%
	2	Better benefits	6%
	3	Flexible schedule	10%
	4	Want to work from home	8%
	5	Changing career	12%
	6	Shorter commute	3%
	7	Want to relocate to a different area	4%
	8	Want to relocate to a more affordable area	3%
	9	Current employer may issue layoffs or go out of business	4%
	10	<i>Current</i> employer is mandating vaccine	0%
	11	I want to work for employer who mandates vaccine	0%
	12	Other	8%
	99	Prefer not to answer	2%

Section 7: Future Activities

Q28	Thinking ahead to one year from now, approximately how many days in a typical month do you expect to: _____?									
	<i>Read in Order</i>	Average Days	None	1 to 3	4 to 8	9 to 16	More than 16	Aug < in one year	Aug = in one year	Aug > in one year
A	Ride Metrolink or Amtrak rail	0.62	83%	12%	4%	1%	1%	11%	84%	5%
B	Ride a bus	1.22	83%	8%	5%	2%	2%	9%	85%	6%
C	Use an on-demand rideshare service like Uber or Lyft	1.61	59%	25%	14%	2%	1%	20%	67%	13%
D	Carpool with people you don't live with	1.39	72%	14%	9%	4%	1%	15%	74%	11%
E	Vanpool	0.21	94%	3%	2%	0%	0%	4%	94%	2%
F	Ride a bicycle	2.39	68%	11%	12%	5%	4%	19%	75%	6%
G	Drive alone in a vehicle	10.31	30%	15%	14%	12%	30%	18%	29%	53%
H	Purchase products online	5.90	8%	31%	36%	20%	5%	24%	44%	32%
I	Purchase groceries online	1.49	64%	19%	14%	3%	1%	17%	74%	9%
J	Eat a meal at a restaurant	5.47	7%	31%	42%	17%	3%	30%	45%	25%
K	Order food for pick-up from a restaurant	3.65	24%	34%	31%	9%	2%	26%	51%	23%
L	Order food for delivery from a restaurant	2.11	48%	30%	17%	5%	1%	23%	63%	14%

Section 8: Background & Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

D1	In what year were you born? Year recorded and grouped into age categories shown below.	
	18 to 24	13%
	25 to 34	18%
	35 to 44	19%
	45 to 54	19%
	55 to 64	13%
	65 or older	13%
	Prefer not to answer	6%
D2	What is your gender?	
	1 Male	45%
	2 Female	53%
	3 Non-binary	<1%
	99 Prefer not to answer	1%
D3	How would you describe your access to a personal vehicle? Would you say you always have access, sometimes have access, rarely have access, or never have access to a personal vehicle?	
	1 Always	84%
	2 Sometimes	8%
	3 Rarely	2%
	4 Never	4%
	99 Prefer not to answer	2%

D4	Do you rent or own your home?		
	1	Rent	44%
	2	Own	52%
	99	Prefer not to answer	4%
D5	What ethnic group do you consider yourself a part of or feel closest to? <i>Read list if respondent hesitates</i>		
	1	Caucasian/White	38%
	2	Latino/Hispanic	32%
	3	African-American/Black	2%
	4	American Indian or Alaskan Native	<1%
	5	Asian -- Korean, Japanese, Chinese, Vietnamese, Filipino or other Asian	20%
	6	Pacific Islander	<1%
	7	Middle Eastern	1%
	8	Mixed Heritage	2%
	98	Other	<1%
	99	Prefer not to answer	5%
D6	I have just one more question for you for statistical reasons. I am going to read some income categories. Please stop me when I reach the category that best describes your total household income.		
	1	Less than \$25,000	9%
	2	\$25,000 to less than \$50,000	17%
	3	\$50,000 to less than \$75,000	17%
	4	\$75,000 to less than \$100,000	15%
	5	\$100,000 to less than \$150,000	15%
	6	\$150,000 to \$199,999	8%
	7	\$200,000 or more	13%
	98	Not sure	1%
	99	Prefer not to answer	6%
Those are all of the questions that I have for you! Thanks very much for participating.			

Post Interview Items			
S1	Supervisory District		
	1	One	19%
	2	Two	23%
	3	Three	18%
	4	Four	21%
	5	Five	19%

Costa Mesa CMO Community Transportation Needs Assessment Summary Report of Findings

Based on data from a variety of sources, including the 2022 OCTA Employment & Travel Survey, community engagement activities, and other publicly available data sources, we have identified a project area and service model that matches the unique needs of the Costa Mesa community.

Residents and visitors of the community today face limited, expensive, and inflexible transportation options. Auto-focused infrastructure incentivizes high rates of single occupancy vehicle use, leading to congestion and forcing residents to pay more than they can afford to maintain access to a car for essential trips. While COVID-19 dramatically altered travel patterns for a time, and remote work ameliorated some of these concerns from some residents, many of these trends have since reversed, and the fundamental problems remain.

Current Transportation Options Are Insufficient

Costa Mesa is in OCTA's 2nd Supervisorial District, where respondents named Public Transportation and Traffic Congestion as two of the top issues facing the county. Contributing to this concern is the high rate of auto dependence in the community. “Of the 81% of employees who commuted to work in September 2022, 69% indicated they typically drove alone, 5% took public transit, 1% carpooled or vanpooled, 4% used active transportation (walk/run/bike/E-bike), and 2% used a different mode.” (8) Alternative options remain rare, as “use of on-demand rideshare increased from 3% of days to 5%, carpooling with someone they don’t live with stayed the same at 4%, riding a bus increased from 3% of days to 4%, while riding Metrolink or Amtrak increased from 1% of days in August 2021 to 2% in August 2022.” (9)

As Covid-era trends progress, previous travel patterns are returning. “With respect to alternative modes of transportation, the trend back toward pre-pandemic commute patterns was expected to continue when employees were surveyed in 2021. Once the pandemic is over, 5% of employees anticipated that they would typically use public transit for their commute, 4% expected to carpool or vanpool, 2% expected to use active transportation, and 2% other modes. Approximately seven-in-ten employees (69%) anticipated that they would drive alone to work once the pandemic is over, which is approximately 10% less than pre-pandemic due to the higher percentage of employees (18%) who anticipate only working from home and thus will not be commuting.” (23)

While some expected remote work would decrease commuting trips, this has not proven to be the case. “Although respondents in 2021 had anticipated a large decline in the number of days they would drive post-pandemic, the percentage of days respondents drove alone in a vehicle decreased just 2% by August 2022 (from 56% to 54%), use of on-demand rideshare increased from 3% of days to 5%, carpooling with someone they don’t live with stayed the same at 4%, riding a bus increased from 3% of days to 4%, while riding Metrolink or Amtrak increased from 1% of days in August 2021 to 2% in August 2022.” (33)

The persistent need to drive, most often alone, in the community reveals the urgent need for new transportation options. Car ownership is unaffordable, particularly with higher-than-normal gas prices (AAA). New options are necessary to meet community members’ needs and enable a more sustainable transportation system that reduces carbon emissions and improves local air quality.

According to the 2010 Census, 3.4% of people walk to work in Costa Mesa, while 73.8% drive to work in single-occupancy vehicles. (22, Costa Mesa Pedestrian Plan)

A Community Shuttle Service Model Will Meet Community’s Needs

Data shows that residents are demanding new transportation options. The OCTA Long Range Transportation Plan survey showed 55% support for “Creat[ing] local community shuttle services that get people to and around major activity centers,” the most popular choice (<https://www.octa.net/pdf/LRTPBlueSkySurveyInfographic.pdf?n=202202>). A community shuttle option would also help address the most-cited challenge in the survey: “Lack of service close to my home/destination.” As a first-last mile connector, this project would expand the reach of every transit stop in the project area.

“Despite the opportunities available for community members in Costa Mesa to take transit, there are some constraints. Bus ridership is much lower in low-density residential (single-family home) neighborhoods such as Victoria Street, around Mesa Verde, and along E 17th Street near Newport Beach. For certain routes such as the ones along Wilson Street and Harbor Boulevard, transit users must walk a long distance to transfer between routes.” (Costa Mesa Pedestrian Plan, 39). This demonstrates the local need for first/last mile options to support greater transit mode share. This program also supports Goal 4.0 of the Pedestrian Master Plan: Promote a Culture of Walking, particularly by providing “...services that make walking a more convenient transportation mode” (Costa Mesa Pedestrian Master Plan, 65). Costa Mesa’s average to high walkability rating makes this a promising area for improvement (EPA). With an

on-demand option available, residents can more comfortably walk and rely on the service to get home or connect to other transportation options.

The shuttle service also aligns with the safety concerns and needs of the Costa Mesa community. “The highest recorded cause of collisions in Costa Mesa during this time period is Unsafe Speed at 20%, followed by Driving Under Influence at 19% and Auto Right-of-Way Violation at 14%” (LRSP, 17). With the fleet of professionally driven, lower-speed vehicles, the service has a clear speed calming effect. It also provides a safe option for those who may otherwise have driven under the influence. Many of the intersections with the most collisions are included in our project area, giving residents a safe option to traverse these areas.

EXHIBIT E

Phase 2 Application Submissions and Attachments

Entry #: 22 **Status:** Submitted **Submitted:** 8/16/2023 1:13 PM

INTRODUCTION

Welcome to the [Clean Mobility Options Voucher Pilot Project](#) (CMO) Final Application for Mobility Projects. This application is for approved applicants that have been given deemed eligible for Phase 2. Applicants have up to three months to submit this application from the time of their notice to proceed to Phase 2. The Program Administrator will review the application and notify you of the outcome by email. For CMO program information including the Implementation Manual, Application Guide, and supporting resources, please visit www.cleanmobilityoptions.org.

APPLICATION INSTRUCTIONS:

Approved applicants that have successfully completed a Phase 1 application and been deemed eligible must SUBMIT this application ahead of the Phase 2 deadline to finalize and secure voucher funding.

Before beginning the application process, please:

1. Check that you have been approved by the Administrator to submit an application in Phase 2.
2. Ensure the information represented in your Phase 1 application materials are accurate and current. This Phase 2 application here is based on your submission in Phase 1.
3. Confirm you are able and willing to comply with the program's [general provisions](#).

When you are ready to proceed:

1. Complete this application, referring to the companion [Application Guide](#). You may save and return to your application at any time prior to submission. To be accepted, the application must contain all true, accurate, and complete responses in all required fields. Required fields are marked with an asterisk (*).
2. Submit the application **between Wednesday, May 3, 2023** at 9:00 am Pacific Time **and Wednesday, August 16, 2023** at 11:59 pm Pacific Time. Submit this application by returning to your saved application and pressing "SUBMIT" prior to the application deadline.
3. The Program Administrator will notify the primary contact whether the application has been approved for funding.

COMPANION APPLICATION GUIDE:

The [Application Guide](#) is a companion to this application form with tips for answering each question. We recommend that you read the guide before starting the application. "Guidance" links in the application questions below will take you to their corresponding

IMPLEMENTATION MANUAL:

The Application Form (this page) and is derived from the [Implementation Manual](#) (IM). Please see the IM for comprehensive information about eligibility, general provisions, and related information.

ACCESSIBILITY OPTIONS:

Applicants are highly encouraged to submit the application online through this application portal. However, if desired, applicants may request a document-based application by email to application@cleanmobilityoptions.org or by postal mail to:

Clean Mobility Options

c/o CALSTART

48 South Chester Avenue

Pasadena, CA, 91106

Applications received by postal mail will be issued a confirmation receipt via email within 24 hours. Mail-in applications will be timestamped as the day they are mailed (by postmark or receipt at the applicant's choice).

If you have any questions or need assistance, please contact the CMO Application Technical Assistance with your request.

MORE INFORMATION AND SUPPORT:

Technical assistance is available to help complete the application:

- Email: info@cleanmobilityoptions.org
- Phone: (626) 744-5760
- Web: www.cleanmobilityoptions.org/help

sections in the guide to make this resource easy to use as you progress through your application.

SECTION 1. PRIMARY CONTACT INFORMATION

Application Key

MPV23W2A-5G

Section

Individual's Name	Title	Email Address	Phone	Additional Information
Jennifer Rosales	Transportation Services Manager	jennifer.rosales@costa mesaca.gov	(714) 754-5180	

SECTION 2. TEAM AND PROJECT DETAILS

Project Milestone Schedule



[Costa Mesa CMO MPV Project Milestone Schedule.docx](#)
26.7 KB



Additional Narrative (Optional)

SECTION 3. COMMUNITY-BASED ORGANIZATION SUPPORT

Does the Applicant Meet the Criteria to Be Considered a Community-Based Organization (CBO)?

No

Provide Name of an Eligible CBO That Supports The Project

Costa Mesa Chamber of Commerce

Indicate at Least 2 of the Following Traits Which Qualify the Supporting Organization as a CBO*

The organization is place-based, with an explicit geographic focus area that includes the proposed project area., Staff members, volunteers, or Board members reside in the community where the project is located., The organization has a demonstrated track record of at least one year providing services in the proposed project area.

Illustrate that the Statements Checked are True with Brief Examples or Details

The Costa Mesa Chamber of Commerce meets all three traits, qualifying as the third-party CBO for this project. Please reference the attached Letter of Support for more details.

Letter of Support from CBO



[Costa Mesa Chamber Letter of Support for City of Costa Mesa's CMO Phase 2 Application.pdf](#)
0.2 MB



SECTION 4. COMMUNITY ENGAGEMENT ACTIVITIES

Description of Community Outreach Plan

The project team will leverage the relationships and resources of our community partners to reach, engage with, and educate the Costa Mesa community throughout the course of this project, from planning to launch to execution. These organizations include

the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, the Costa Mesa Alliance for Better Streets (CMABS), and the Costa Mesa Chamber of Commerce, but we plan to loop in additional organizations as these efforts unfold.

This effort builds upon the important work already completed in Costa Mesa, which we previously leveraged to complete our Phase 1 Community Transportation Needs Assessment. Much of this earlier community engagement was completed as part of the Costa Mesa Local Road Safety Plan and Costa Mesa Pedestrian Master Plan, both released in 2022.

Costa Mesa will collaborate with Circuit's experienced in-house marketing team, which has developed numerous marketing initiatives to drive ridership, public engagement, and publicity for the service. Circuit will work with the City to coordinate a consistent message and ensure outreach and promotional materials meet both the City's and CMO's requirements and expectations. The local engagement and marketing strategy to raise awareness of the program will include using a ribbon cutting event, local press, social media, driver/ambassador marketing, digital retargeting and printed assets.

The service's vehicles will all have branding to make them easily identifiable, including decals on front and rear windshields as well as full vehicle wraps when a vehicle is not wrapped with a third party advertisement. As in other markets, Circuit may include distinctive City-branded exterior wraps as well as strategies for local small business engagement.

Once launched, the vehicles and experience will serve as a platform to help generate social media content and help gain recognition from local news outlets for the innovative partnership. We will measure our marketing success based on a number of factors including content engagement, key actions (shares, website visits, app downloads, ride requests thru app, or call), business drop-offs, ridership, repeat ridership, and geographic ridership patterns.

Circuit has experience marketing to residents as well as employees and guests in several nearby and comparable communities. The company runs professional campaigns that generate buzz and has found great success in these as well as local outreach efforts. The service is fun and easy to use, and riders love it and love to share it, generating strong demand, among residents in particular.

Before the launch, Circuit will pitch community-driven stories tied to first/last-mile commuting, affordable public transit, and sustainable living to: employers, organizations, residents and local publications. Costa Mesa and Circuit will geo-target residents who live in the coverage area to generate excitement. We will also reach out to Circuit's existing riders who have ridden in nearby communities and are likely to ride in this area as well.

Circuit will continue media outreach and social media ads throughout the initial launch of the campaign to continue momentum and drive wide-spread awareness. Circuit will continue to post about the City service on social media and email. The marketing team will supply the local operating team with printed marketing materials and digital assets to conduct local outreach and educate residents about how to request a ride.

Circuit has also been very successful in working with local businesses. Circuit's corporate team and teams of Driver Ambassadors help to support and recommend local businesses and have seen great value in cross-promotions. These businesses find great value in a service that helps get customers to and from their business, so Costa Mesa and Circuit will drop information cards and put flyers at local businesses and then, in return, promote these businesses to riders, over social media. This has been a great way to promote ridership and will also promote other local businesses and attractions in the area.

SECTION 5. BUDGET AND FINANCIAL SUSTAINABILITY

Budget Using the CMO Template



[Costa Mesa CMO Budget Aug 2 \(1\).xlsx](#)
59.2 KB



Description of at Least 5 Community Resource Contributions

1.

Category 1: Relationships with project-relevant community groups or CBOs

The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to the

Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, and the Costa Mesa Alliance for Better Streets (CMABS).

2.

Category 3: Project-related labor costs (up to 1 year prior to voucher application submission date)

City of Costa Mesa staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator), who have been involved in the Community Transportation Needs Assessment as well as planning the project and coordinating with other City administrators and elected officials.

3.

Category 4: Project-related labor costs during Voucher Funding Term that are not paid through voucher funds

City staff will provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. City staff will also serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project.

4.

Category 5: Project-related materials or assets

City staff will provide materials or assets for outreach and education, including web platforms and newsletters.

5.

Category 7: Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen) and

Category 8: Donated or acquired land for infrastructure or parking spaces

City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)

[ADDITIONAL]

Category 1: Relationships with project-relevant community groups or CBOs

The Costa Mesa Chamber of Commerce has relationships with project-relevant community groups, local businesses, and CBOs. Their engaged constituents will be important partners for education and outreach as the project progresses.

Documentation of Community Resource Contributions is included in the attached letters of support and commitment.

Documentation of Community Resource Contributions



[Letter of Commitment Costa Mesa.pdf](#)
0.4 MB



[Costa Mesa Chamber Letter of Support for City of Costa Mesa's CMO Phase 2 Application.pdf](#)
0.2 MB



Description of Plans to Sustain the Service for at Least the 5-Year Voucher Agreement Term

Costa Mesa and Circuit are confident that this proposal will ensure continuity of service through the 5 year term and beyond. Advertising and fare revenue from the earlier years of the program will be saved to fund later-year operations, and we will continue pursuing additional grants to fund future years and expanded operations.

The project team has spoken with and identified many interested funding partners and will use this program to showcase effectiveness, utilization, and low Cost Per Rider metrics. The CMO grant is critical to get these services up and running and will allow the City and Circuit to build a system, userbase and the case studies needed to secure long-term partners.

Our strategy is to build a successful program with this funding and use the fare and advertising dollars that are collected to build a sustainable budget for the service via a revenue share. During the program the City and Circuit will work with a number of long-term funding partners ranging from local grant opportunities, City budgets, local transit agencies and/or local development groups and housing authorities. Before the end of the program we will have new funding partners to help fund, build and expand

the program. If these funding partners are not able to take over the entire cost of the program and/or they require a match component (if it's a grant, for example), then the services will already have a partial safety budget in reserve. Circuit has used pilots to win contracts in the past and this strategy, with the added component of a safety budget, is one that we are confident in.

More specifically, the project team is currently in discussions with the Orange County Transportation Authority (OCTA) about an upcoming Call for Projects for Project V: Community Based Transit/Circulators.

Circuit Funding Models — SoCal and Across the Country

* Transportation Customers - Circuit has had success securing long-term contracts with a number of partners. There is evidence of partnerships with Cities for Parking, Congestion and First/Last Mile issues, Private Rail Operators for First/Last-Mile Connections, Hotels & Malls for Visitors and workers, Office Parks for commuters, and more. Circuit has already begun researching potential funding partners after the program and will accelerate these efforts and provide case studies throughout the program, if successful.

* Advertising Partners - Circuit has been successful in securing advertising partners to cover a portion of, and in some cases all of the costs of its services. We have worked with over 200 brands, with a significant pipeline of open opportunities. As much as \$8.6B gets spent on outdoor media annually in the US and Southern California is one of the biggest outdoor media markets in the country. Past advertising partners and sponsors include: American Express, Brightline, Coca Cola, JetBlue, Zen Water, Smart Water, Perrier, Ting, Vita Coco, Chameleon Coffee, Ralph Lauren, Mr Porter, Stop and Shop, Publix, SD Federal Credit Union small and medium sized local businesses. Circuit's Advertising team will include these locations in all of its requests from partners. Circuit will cover all of the staff costs associated with securing advertising partners for the program.

* Fares - In 2020 Circuit implemented a low-cost fare model in one of its Florida markets. The \$0 service moved to \$3 and Circuit saw the total ridership for its services continue to grow, despite the increase. Upon further investigation, Circuit learned that the lack of impact on demand caused by the fare was largely due to the large increase in TNC prices in the area. In this example, the average TNC fare was over 4X higher, for rides starting and ending in the area. Shortly after, the City of Hollywood, FL, asked that Circuit implement a \$1 fare for its services. Again, ridership continued to grow, but the drivers reported that there were fewer cancellations, which ultimately led to a more efficient service overall.

In summary, our strategy will be to set up and build a great program that will provide a valuable service to the community. During that time, we will be charging riders a small fare (with the eye on remaining the least expensive way to move around the areas, and with a discount fare strategy) and will work with local, regional and national businesses to generate sponsorship dollars for the service. A portion of all of these revenues will be used towards funding future years, while Costa Mesa and Circuit are also in the process of securing Transportation Partnerships.

Description of Plans to Ensure Vehicles and Equipment Continue to Serve the Community if Operations Discontinue after the 5-Year Agreement Term

Costa Mesa will utilize a turn-key mobility provider, Circuit, which owns all vehicles and equipment. This ensures that CMO funding will only need to pay for the use of these resources during the years of the grant term. Circuit assumes the financial risk if operations discontinue after 5 years and would likely repurpose the equipment for another program.

Additional Budget and Financial Sustainability Documentation (Optional)

SECTION 6. SUPPORTING DOCUMENTS

Letter(s) of Commitment from Each Sub-Applicant and Project Partner (Required if Relevant)



[Circuit Letter of Commitment Costa Mesa.pdf](#)
0.1 MB



Additional Supporting Documents (Optional)

SECTION 7. ATTESTATIONS AND SIGNATURE

Signature

Signature Date

8/15/2023



Signed by

Jennifer Rosales

Upload Signature (as needed)



CALSTART
Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: City of Costa Mesa's CMO Phase 2 Application

Active for over 70 years, the Costa Mesa Chamber of Commerce has been dedicated to fostering a thriving business environment and enhancing the quality of life for our local community. Our primary objective is to create an exceptional place for businesses to flourish and ensure that we substantially impact the community we serve. The Circuit Costa Mesa project will bring much-needed mobility options to our City, connecting historically disadvantaged communities more equitably with jobs and resources. The community shuttle will advance both sustainability and economic development goals.


The Costa Mesa Chamber of Commerce is proud to support the City of Costa Mesa's CMO Phase 2 application and looks forward to participating as the Community-Based Organization associated with the Circuit Costa Mesa project. This letter certifies that the Costa Mesa Chamber meets the criteria necessary to serve as the CBO partner:

- The organization is place-based, with an explicit geographic focus area that includes the proposed project area;
- Staff members, volunteers, or board members reside in the community where the project is located;
- The organization has a demonstrated track record of at least one year of providing services in the proposed project area.

The Chamber also looks forward to partnering with the City and other local stakeholders to ensure the Circuit Costa Mesa program is a success. Our efforts on this project may also constitute Community Resource Contributions, in the form of relationships with project-relevant community groups and outreach and marketing.

The Chamber appreciates CMO's consideration of the City of Costa Mesa's grant application and welcomes any questions that you may have.

Sincerely,


David Haithcock
President and CEO

CMO PROJECT MILESTONE SCHEDULE

PURPOSE: The **Project Milestone Schedule** is a tool to help you know when you need to meet CMO program milestones and to think about the timing and sequence of the project milestones your project needs to have in place to have your project be successful. **This template will be included in your voucher agreement** and will help to track progress towards your project plan. *Your project milestone schedule can be modified and updated over the voucher agreement term.*

INSTRUCTIONS: To complete your Project Milestone Schedule, fill out the template below. Items marked **RED** are requirements, and items color-coded **BLUE** are for you to modify:

1. Mark the **milestone number (Column A)**, **description of the milestone to achieve (Column B)**, and the **month number (Column C)** in which you plan to achieve the milestone over the 5-year voucher agreement term, starting with Voucher Execution (0 month). Please leave Calendar Date (Column D) blank. You can insert actual calendar dates (Column D) after your voucher has been executed.
2. Add in milestones and details for your project that are other additional steps critical to achieving launch within 15 months from project kick-off meeting.
3. Add/modify rows to this template, as appropriate, based on your project plan. At a minimum, you may use this template as your project milestone schedule, but you are encouraged to modify this template to suit your project.
4. Include work start dates as individual milestones for sub-contractors and other partners.

NOTE 1: Key CMO Program Requirements with deadlines are already in the template; you may meet these deadlines sooner than listed, but no later than those listed in order for you to meet the project launch deadline of within 1 year of voucher execution.

NOTE 2: Quarterly status reporting and payment reimbursements templates will be distributed to awardees at a later date, and are intended as opportunities to reflect the progress made on each of the project milestones.

DEADLINE: Submit your completed Project Milestone Schedule to: admin@cleanmobilityoptions.org in Word or Excel Format **PRIOR TO VOUCHER EXECUTION** in order to include in your voucher agreement.

Costa Mesa			
PROJECT MILESTONE SCHEDULE OVER 5-YEAR MOBILITY PROJECT VOUCHER TERM			
A. MILESTONE NUMBER	B. DESCRIPTION OF MILESTONE TO BE ACHIEVED	C. MONTH NUMBER ACHIEVED	D. CALENDAR DATE [ADD AFTER VOUCHER EXECUTION]
Voucher Agreement Execution – COMPLIANCE			
1	Voucher agreement executed.	0 months	[Input AFTER Voucher executed]

CMO PROJECT MILESTONE SCHEDULE

2	Project Kick-Off Meeting: Project must be deemed insurance compliant by the Program Administrator.	60 days (Program Requirement)	[Input AFTER Voucher executed]
3	Secure contract with a Mobility Provider. Provider: Circuit Provide proof of contract to the Program Administrator that a mobility provider is secured and under contract.	3 months (Program Requirement)	[Input AFTER Voucher executed]
1st Funding Year - PLANNING ([Kick-off meeting date] - 15 months) (Launch is required by 15th month)			
4	Acquire all planned CMO-funded vehicles and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
5	Complete final installation of all planned CMO-funded infrastructure and submit for reimbursement.	15 months (Program Requirement)	[Input AFTER Voucher executed]
6	Soft-launch Launch mobility service. Intended users of the service start using the service (if services have not already been launched).	15 months (Program Requirement)	[Input AFTER Voucher executed]
7	Implement Develop and implement Launch Marketing Plan, <u>including official launch with launch event.</u>	3-4 months	
8	Institute regular schedule of project team meetings and community engagement	0-4 months	
2nd Funding Year - OPERATION YEAR 1			
9	Continue operating mobility service in compliance with CMO T&Cs.	15 -24 months (Program Requirement)	[Input AFTER Voucher executed]
10	Service kick-off with launch event [deleted]	4 months	
11	Community Outreach & Engagement (ongoing)	0-24 months	
12	Sell and execute third party advertising campaigns on vehicles (ongoing)	0-24 months	
13	Explore additional funding to sustain or expand	4-24 months	



CMO PROJECT MILESTONE SCHEDULE

	program		
3rd Funding Year - OPERATION YEAR 2			
14	Continue operating mobility service in compliance with CMO T&Cs	25 -36 months (Program Requirement)	[Input AFTER Voucher executed]
15	Community Outreach & Engagement (ongoing)	25-36 months	
16	Sell and execute third party advertising campaigns on vehicles (ongoing)	25-36 months	
17	Explore and/or secure additional funding to sustain or expand program	25-36 months	
4th Voucher Year - OPERATION YEAR 3			
18	Continue operating mobility service in compliance with CMO T&Cs.	37 -48 months (Program Requirement)	[Input AFTER Voucher executed]
19	Sell and execute third party advertising campaigns on vehicles (ongoing)	37-48 months	[Input AFTER Voucher executed]
20	Community Outreach & Engagement (ongoing)	37-48 months	[Input AFTER Voucher executed]
21	Explore and/or secure additional funding to sustain or expand program	37-48 months	
5th Voucher Year (Only CMO Admin Funding) - OPERATION YEAR 4			
22	Continue operating mobility service in compliance with CMO T&Cs.	49 -60 months (Program Requirement)	[Input AFTER Voucher executed]
23	Sell and execute third party advertising campaigns on vehicles (ongoing)	49-60 months	
24	Community Outreach & Engagement (ongoing)	49-60 months	[Input AFTER Voucher executed]
25	[Add additional rows as needed.] [deleted]	49-60 months	[Input AFTER Voucher executed]



CMO PROJECT MILESTONE SCHEDULE

<u>25</u> 26	Voucher Agreement Term Ends.	60 months	[Input AFTER Voucher executed]
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1. List of CBOs or community groups

Category 1: Relationships with project-relevant community groups or CBOs

The City of Costa Mesa has relationships with project-relevant community groups and CBOs, including but not limited to the Active Transportation Committee, Travel Costa Mesa, the Costa Mesa Foundation, and the Costa Mesa Alliance for Better Streets (CMABS).

2. Task description / duty statements

Category 3: Project-related labor costs (up to 1 year prior to voucher application submission date)

City of Costa Mesa staff time for planning and outreach has been ongoing since January 2023, particularly Jennifer Rosales (Transportation Services Manager, City of Costa Mesa) and Brett Atencio Thomas (Active Transportation Coordinator), who have been involved in the Community Transportation Needs Assessment as well as planning the project and coordinating with other City administrators and elected officials.

3. Task description / duty statements

Category 4: Project-related labor costs during Voucher Funding Term that are not paid through voucher funds

City staff will provide in-kind services throughout the project providing partnership development, planning, outreach, marketing, and program management. City staff will also serve as a liaison between the target population and Circuit for educational outreach events and leverage existing programs to promote the project.

4. Letter of commitment

Category 5: Project-related materials or assets

City staff will provide materials or assets for outreach and education, including web platforms and newsletters.

5.

Category 7: Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen) and

- Is the city supplying this?

Category 8: Donated or acquired land for infrastructure or parking spaces

City will provide 3 parking spots where the EVs will be stored and charged. City will also provide the electricity. (Installation of charging infrastructure is budgeted separately.)

[ADDITIONAL]

Category 1: Relationships with project-relevant community groups or CBOs

The Costa Mesa Chamber of Commerce has relationships with project-relevant community groups, local businesses, and CBOs. Their engaged constituents will be important partners for education and outreach as the project progresses.

Documentation of Community Resource Contributions is included in the attached letters of support and commitment.

Mobility Provider Voucher Budget Worksheet

Instructions: Use this budget worksheet to specify items needed for individual expense categories. Enter data in blue cells. Do not enter data in grey or white cells. Add rows as necessary. The entire sheet is "unlocked" and it is the applicant's responsibility to ensure that subtotals and calculations are accurate. Voucher amounts and category totals must comply with allowable voucher amounts in the Implementation Manual. For any contributed resource contributions to meet the 5-year Voucher Agreement Term, indicate monetary assets under "Community Resource Contributions". It is recommended that applicants additionally complete the optional "Category Eligibility Check Worksheet" in the table below to ensure that they meet eligibility requirements for categories that have minimum and maximum requirements. Please note that administrative activities can be reimbursed during the last year of your voucher agreement (Year 4 of Service Operation), this includes insurance compliance, activities associated with payment request submissions, data reporting, printing, record retention, and mailing.

Section 1: Project Components		Section 2: Voucher Budget								
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 3 of Service Operation Period				Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)	
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)	(j) Year 4 of Service Operation (\$)	
Direct Labor (Fringe Benefits & Indirect Costs included)										
Voucher Administration	City of Costa Mesa Staff Time	\$40.00	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065		
				0						
				0						
Planning				0						
				0						
Outreach and Marketing				0						
				0						
Operations and Maintenance				0						
				0						
Travel/Mileage										
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775			
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725			
Planning Costs				0						
				0						
Outreach and Marketing				0						
				0						
Operations and Maintenance				0						
				0						
Equipment/Capital Costs (LEAD Only)										
Motor Vehicles and Associated Hardware				0						
				0						
Bicycles and Scooters				0						
				0						

Charging/Fueling Equipment and Installation	Electrical Installation	\$10,000	1	\$10,000	\$10,000				
				0					
Bicycle/Scooter Infrastructure and Installation (Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)				0					
				0					
				0					
Additional Transportation Enhancements (Maximum 25% of total voucher)				0					
				0					
Operations and Maintenance									
Subcontractor									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing	Marketing	\$2,754	3 years	\$8,263	\$2,163	\$2,600	\$2,000	\$1,500	
				0					
Operations and Maintenance	Vehicle Lease	\$72,225	3 years	\$216,676		\$70,800	\$72,216	\$73,660	
	Driver Hours	\$25.38	32,448 hours	\$823,660		\$269,135	\$274,517	\$280,008	
	Contractor Services	\$104,665.67	3 years	\$313,997		\$102,600	\$104,652	\$106,745	
Other (LEAD Only)									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance	Insurance	\$36,725	3 years	\$110,174		\$36,000	\$36,720	\$37,454	
				0					
Grand Total									
Grand Total - Voucher Funding Term (Voucher Funds)				\$1,500,000.00	\$14,198.00	\$486,700.00	\$495,670.00	\$503,432.00	\$0.00
Grand Total - Other Funds Budget (Non-CMO Funds)									
Community Resource Contributions									
Resource contributions are assets contributed to the project to support long-term sustainability to meet the 5-year Voucher Agreement Term that includes a minimum of 4 years of service operation and beyond. Resource contributions are not eligible for payment through voucher funding. Instructions: Add in-kind monetary resource contribution assets.									

Optional: Category Eligibility Check Worksheet

Instructions: Calculate sums in "Category Total" and "Applicable Denominator" Columns. User may need to adjust example formula if additional rows were manually inserted above.

Cost Category	Eligibility Requirement Summary (See Implementation Manual for Details)	Category Total	Applicable Denominator	Percentage	Conforms to Eligibility Requirement?
Bicycle/Scooter Infrastructure and Installation	Maximum of 300% of amount of electric bicycle/scooter vehicles or 200% of amount of non-electric bicycle/scooter vehicles amount				
Additional Transportation Enhancements	Maximum of 25% of total voucher amount				
Notes:					



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

CALSTART

Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: Clean Mobility Options Phase 2 Application, Costa Mesa

On behalf of the City of Costa Mesa, we would like to express our commitment and support for a neighborhood electric vehicle (NEV) shuttle program led by the City of Costa Mesa in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO). This CMO project will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. The City of Costa Mesa will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

The City of Costa Mesa is partnering with Circuit to provide an on-demand community shuttle service. Circuit is an experienced mobility operator with over 11 years of experience operating similar services.

If funded through the CMO Voucher program, the City of Costa Mesa is prepared to play the following role:

- Provide project-related labor costs during Voucher Funding Term that are not paid through voucher funds.
- Provide project-related materials or assets for outreach and education, including web platforms and newsletters.
- Provide energy during the Voucher Funding Term (electricity).
- Provide designated parking spaces for the all-electric community shuttles.
- Provide relationships with project-relevant community groups and CBOs.

We are excited about the opportunity to work with the outstanding team to deliver a program that improves access to clean mobility. We greatly appreciate your consideration in reviewing this commitment letter that will contribute to the State's ambitious climate change goals. If you have any questions, feel free to contact me at jennifer.rosales@costamesaca.gov or 714-754-5343.

Sincerely,

Jennifer Rosales
Transportation Services Manager



Circuit Transit, Inc.
www.ridecircuit.com

CALSTART
Attn: Clean Mobility Options
48 So. Chester Avenue
Pasadena, CA 91106

Re: Clean Mobility Options Phase 2 Application, Costa Mesa

On behalf of Circuit Transit Inc, we would like to express our commitment to serving as the **Mobility Operator and Sub-Applicant for a neighborhood electric vehicle (NEV) shuttle program** led by **the City of Costa Mesa** in the California Air Resource Board's Clean Mobility Options Voucher Pilot Program (CMO). This CMO project will increase access to clean mobility options in disadvantaged communities, reduce greenhouse gas emissions (GHG) and criteria pollutants, increase the uptake of zero-emission vehicles, and improve air quality and public health in the State's most vulnerable communities. The City of Costa Mesa will lead this program with our support in efforts to create cleaner, greener, more thriving communities.

Circuit is an all-electric shuttle service provider focusing on the first/last mile gap. From its beginning in 2011, Circuit has grown to more than 200 all-electric vehicles and 400+ W2 employee drivers nationally. Circuit has nearby operations in San Diego, Orange County, and Los Angeles, including previous CMO programs like the Chula Vista Community Shuttle. Circuit provides all electric solutions that help move people in small areas and bridge gaps between riders and existing transit hubs. Circuit's goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative cities, private developers and forward-thinking advertising partners to offer electric shuttles that make mobility easier, smarter, safer, more affordable, and fun.

Circuit is partnering with Costa Mesa to provide an on-demand community shuttle service. Circuit is an experienced mobility operator with over 11 years of experience operating similar services. If funded through the CMO Voucher program, Circuit is prepared to play the following role:

- Operating and maintaining an all-electric community shuttle service
- Supporting marketing and outreach efforts and participating in community outreach events
- Providing monthly data reporting on community shuttle service performance

Furthermore, Circuit will further make available its existing marketing and promotional materials to help promote the service and educate riders about using the service.



We are excited about the opportunity to work with the outstanding team to deliver a program that improves access to clean mobility. We greatly appreciate your consideration in reviewing this commitment letter that will contribute to the State's ambitious climate change goals. If you have any questions, feel free to contact Daniel Kramer directly at: daniel@ridecircuit.com or 562-252-6680.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Esposito', written in a cursive style.

Alexander Esposito, CEO

Circuit Transit Inc.

alex@ridecircuit.com

516-446-8513

A handwritten signature in black ink, reading 'Daniel S. Kramer', written in a cursive style.

Daniel Kramer, Director of Operations & New Business

Circuit Transit Inc.

daniel@ridecircuit.com

562-252-6680

Re: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Mateo Henderson <mhenderson@calstart.org>

Thu 10/5/2023 10:20 AM

To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>

Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>

Hi Jennifer and it was great meeting you too.

I have reviewed your answers and there are no further clarifications needed. The next step is to finalize the review and send out a Notice of Intent to Award in the upcoming week.

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>

Sent: Wednesday, October 4, 2023 3:26 PM

To: Mateo Henderson <mhenderson@calstart.org>

Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>

Subject: RE: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,

It was great to meet you yesterday. Please see responses below to the two questions. If you have any other questions, then please let me know.

Thank you,
Jennifer

Jennifer Rosales, P.E., PTOE

Transportation Services Manager

City of Costa Mesa

714-754-5180

JENNIFER.ROSALES@costamesaca.gov

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~

CONFIDENTIALITY NOTICE: This e-mail contains business-confidential information. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, electronic storage or use of this communication is prohibited. If you received this communication in error, please notify us immediately by e-mail, attaching the original message, and delete the original message from your computer, and any network to which your computer is connected. Thank you.

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tezza>.

From: Mateo Henderson <mhenderson@calstart.org>

Sent: Monday, October 2, 2023 2:13 PM

To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org; Perry Holmes <perry.holmes@ridecircuit.com>
Subject: Re: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer and thank you for following up with clarifications.

I have reviewed your input, and the clarifications are sufficient. A couple of items to note:

1. There is not cost attributed to Administration during Year 4 of Service Operations, so does the City of Costa Mesa plan on supporting these Admin Costs such as CMEA and Insurance during this period? If not, please add values to this section of the budget. **Correct; the City is not requesting support for these admin costs during year 4 (period after year 3).**
2. On the budget worksheet under Community Resource Contribution section, there are no values, is this correct? If there are values, please add them to this section. **Correct.**

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Sent: Monday, October 2, 2023 11:41 AM
To: Mateo Henderson <mhenderson@calstart.org>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>; Perry Holmes <perry.holmes@ridecircuit.com>
Subject: FW: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,

Please see attached and responses below for our application and let me know if you need any additional information.

Please confirm receipt of our responses.

Thank you!
Jennifer

Travel Expenses Related to CMEA: In your Phase 2 application, we have noted a budget allocation of up to \$5,000 for travel expenses associated with the CMEA. To maintain proper accounting, please ensure that these expenses are appropriately categorized under "Travel/Mileage."

Please see updated budget with travel expenses reflected under "Travel/Mileage" section.

Non CMO Funds Allocation: We understand that the non-CMO funds are earmarked for operation years 4 and 5. Kindly confirm that these funds will be applied as intended and clarify their specific use within the project during these years.

To sustain the service for the 4th and 5th year of the voucher term (and beyond), advertising and fare revenue from the earlier years of the program will be saved to fund later-year operations, and we will continue pursuing additional grants to fund future years and expanded operations. As described in our Phase 2 application, we plan to pursue a wide range of funding sources that may be available to the City, but are specifically planning for the upcoming Orange County Transportation Authority (OCTA) Call for Projects for [Project V: Community Based Transit/Circulators](#).

Milestone Schedule - Row 25: Regarding the Milestone Schedule, please provide clarification on whether you intend to delete or add a description in row 25. Any updates or modifications in this row will help us better understand your project's timeline.

Row 25 was intended for deletion. If there are additional details about any project milestones that would help CMO better understand the project's timeline, we are happy to elaborate.

Service Kickoff Timing: We've noted that the City of Costa Mesa may intend to initiate the service kickoff with a launch event in year 1 of operations, but in the milestone schedule the operations start before the launch. A suggestion would be to have a launch event to kick off before operations. We kindly request clarification on the timing and details of this event to ensure alignment with the project's timeline.

Please find attached an updated Project Milestone Schedule which should better clarify our project timeline. We plan to launch in year 1 with a "soft launch" to ensure operations are running smoothly, followed by a launch event and official launch 1-2 weeks later. The City understands that this method has been successful in the past with similar services our peer cities have launched with Circuit.

Clarification on \$503,432 of Non CMO Funds: To accurately assess the financial aspects of your project, could you provide a detailed breakdown and clarification regarding the \$503,432 in non-CMO funds? Specifically, we would like to understand if these funds originate from the City of Costa Mesa's resource contribution, covering project-related labor costs during the Voucher Funding Term that are not paid through voucher funds.

The \$503,432 figure in that line item (cell I34) was duplicated from the row above (cell I33) and should read n/a. This is reflected in the updated budget document.

Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
714-754-5180
JENNIFER.ROSALES@costamesaca.gov

~ The City of Costa Mesa serves our residents, businesses and visitors while promoting a safe, inclusive and vibrant community ~

CONFIDENTIALITY NOTICE: This e-mail contains business-confidential information. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, electronic storage or use of this communication is prohibited. If you received this communication in error, please notify us immediately by e-mail, attaching the original message, and delete the original message from your computer, and any network to which your computer is connected. Thank you.

Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tessa>.

From: Mateo Henderson <mhenderson@calstart.org>
Sent: Tuesday, September 26, 2023 10:01 AM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org
Subject: Re: CLARIFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer,

We hope your day is going well. We are reaching out to seek clarification for the Phase 2 MPV application. Your input is crucial to finalize the application process.

Please provide these clarifications at your earliest convenience. If you have any questions or need further information, feel free to reach out via email. Alternatively, we can schedule a Teams meeting to discuss any additional clarifications required.

Your prompt response is greatly appreciated as we work towards completing the application review

From: Mateo Henderson <mhenderson@calstart.org>
Sent: Friday, September 22, 2023 9:04 AM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>
Subject: Re: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Thank you Jennifer and let me know if you have any questions.

From: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Sent: Thursday, September 21, 2023 4:52 PM
To: Mateo Henderson <mhenderson@calstart.org>
Cc: application@cleanmobilityoptions.org <Application@cleanmobilityoptions.org>
Subject: RE: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Mateo,
Thank you for your email. We are reviewing your email and will be providing clarification on our CMO Phase 2 application.

Thanks,
Jennifer

Jennifer Rosales, P.E., PTOE
Transportation Services Manager
City of Costa Mesa
714-754-5180
JENNIFER.ROSALES@costamesaca.gov

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Costa Mesa is launching a new permit and license processing system called TESSA in August. TESSA will replace our existing system and all land use, building and business license applications currently in process will be transferred to the new system. To learn more about TESSA, visit our FAQ page at <https://www.costamesaca.gov/tessa>.

From: Mateo Henderson <mhenderson@calstart.org>
Sent: Thursday, September 21, 2023 3:09 PM
To: ROSALES, JENNIFER <JENNIFER.ROSALES@costamesaca.gov>
Cc: application@cleanmobilityoptions.org
Subject: CLARFICATION NEEDED: MPV Phase 2 Application- City of Costa Mesa

Hi Jennifer,

I hope this message finds you well and now that you have returned to the office, I want to bring to the front of your email the need for clarification on the CMO Phase 2 application . We greatly appreciate your prompt submission of the MPV Phase 2 application. To ensure the accuracy and completeness of your application, we kindly request clarification on several key aspects:

Travel Expenses Related to CMEA: In your Phase 2 application, we have noted a budget allocation of up to \$5,000 for travel expenses associated with the CMEA. To maintain proper accounting, please ensure that these expenses are appropriately categorized under "Travel/Mileage."

Non CMO Funds Allocation: We understand that the non-CMO funds are earmarked for operation years 4 and 5. Kindly confirm that these funds will be applied as intended and clarify their specific use within the project during these years.

Milestone Schedule - Row 25: Regarding the Milestone Schedule, please provide clarification on whether you intend to delete or add a description in row 25. Any updates or modifications in this row will help us better understand your project's timeline.

Service Kickoff Timing: We've noted that the City of Costa Mesa may intend to initiate the service kickoff with a launch event in year 1 of operations, but in the milestone schedule the operations start before the launch. A suggestion would be to have a launch event to kick off before operations. We kindly request clarification on the timing and details of this event to ensure alignment with the project's timeline.

Clarification on \$503,432 of Non CMO Funds: To accurately assess the financial aspects of your project, could you provide a detailed breakdown and clarification regarding the \$503,432 in non-CMO funds? Specifically, we would like to understand if these funds originate from the City of Costa Mesa's resource contribution, covering project-related labor costs during the Voucher Funding Term that are not paid through voucher funds.

Your timely attention to these matters is greatly appreciated, as it will facilitate the efficient processing of your Phase 2 application. If you have any questions or require further clarification on any of these points, please feel free to reach out to us.

Thank you for your clarifications, and we look forward to receiving the necessary information to proceed with your application.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

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**Request
Certificate**

<i>Initial Filing Date</i>	08/26/2019
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	FLORIDA
<i>Entity Type</i>	Stock Corporation - Out of State - Stock
<i>Principal Address</i>	777 S FLAGLER DR, SUITE 800W WEST PALM BEACH, FL 33401
<i>Mailing Address</i>	777 S FLAGLER DR, SUITE 800W WEST PALM BEACH, FL 33401
<i>Statement of Info Due Date</i>	08/31/2023
<i>Agent</i>	Individual DANIEL KRAMER 233 ARGONNE AVE, APT 3 LONG BEACH, CA 90803

**View History****Request Access**

EXHIBIT F

Approved Resolution

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING PARTICIPATION IN THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM


WHEREAS, the City of Costa Mesa, as Lead Applicant, submitted a Mobility Project Voucher Application on August 16, 2023, for the Clean Mobility Options Voucher Pilot Program (CMO). The application submitted was for On-Demand Neighborhood Electric Vehicle Transit Services with Circuit Transit, Inc. (Circuit Costa Mesa) in Costa Mesa;

WHEREAS, the City Council of the City of Costa Mesa is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments and administered by California Air Resource Board and CALSTART to provide funding for zero-emission shared mobility options to under-resourced communities in California;

WHEREAS, the City of Costa Mesa will comply with the requirements of the program in accordance with the Voucher Agreement between CALSTART and the City of Costa Mesa; and will accept the CMO voucher funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa, authorize the Mayor, or designee, to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

PASSED AND ADOPTED this 16th day of January, 2024.

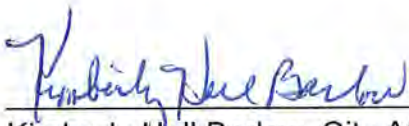


John Stephens, Mayor

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. 2024-01 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 16th day of January, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS: CHAVEZ, GAMEROS, MARR, REYNOLDS, HARLAN,
AND STEPHENS.

NOES: COUNCIL MEMBERS: NONE.

ABSENT: COUNCIL MEMBERS: HARPER.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of January, 2024.



Brenda Green, City Clerk

EXHIBIT G

Conflict of Interest Declaration

Clean Mobility Voucher Pilot Program: CONFLICT OF INTEREST DECLARATION

The awardee must disclose any Conflict of Interest with their ability to fulfill the duties of the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement). Please summarize all of your organization's or any subcontractor's/project partner's direct or indirect interests which may pose an actual, apparent, or potential conflict of interest with your ability to fulfill the duties of the Voucher Agreement. Please note that a potential or actual conflict of interest exists when commitments and obligations under the Voucher Agreement are likely to be compromised by the awardee's or any subcontractor's/project partner's other interests (including but not limited to financial interests), or relationships, particularly if those interests or commitments are not disclosed. The Program Administrator may consider the nature and extent of any potential or apparent conflict of interest in reviewing, considering, or processing the voucher application or voucher implementation activities, and may disqualify the awardee/voucher recipient at the Program Administrator's sole discretion.

Please describe below any interests (including but not limited to financial interests), relationships, or positions you or any of your organization's or subcontractor's/project partner's hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☐ To my knowledge, my organization/ subcontractor/ project partner does not have a Conflict of Interest to disclose.

☐ My organization/ subcontractor/ project partner has a Conflict of Interest to disclose and I have included the appropriate documentation.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

EXHIBIT H

Confidentiality Agreement

Clean Mobility Voucher Pilot Program
CONFIDENTIALITY STATEMENT

As an authorized representative and/or officer of the organization named below, I warrant my organization and its employees will not disclose and will keep confidential any documents, diagrams, Personally Identifiable Information (see next page for the definition of PII), and information storage media (i.e., databases, cloud storage, etc.) made available to us by the State, the Program Administrator, or community members for the purpose of implementing the Clean Mobility Voucher Pilot Program Voucher Agreement (Voucher Agreement) or in conjunction with any sub-contract agreement arising there from. No obligations in this Confidentiality Statement, however, prevents me or another representative of the organization named below from producing documents or information that are legally compelled under applicable law, including but not limited to a valid subpoena or California Public Records Act Request. If the Awardee believes disclosure may be required under the California Public Records Act or other law, the Awardee shall first give the State and Program Administrator written notice of the intent to disclose plus fourteen (14) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.

I warrant that only those employees who are authorized and required to use such materials will have access to them and that they will sign confidentiality statements at least as restrictive as this one applicable to the organization named below.

I further warrant that all PII provided by the State, the Program Administrator or community members in conjunction with the Voucher Agreement will be physically and/or electronically destroyed once the information is no longer necessary for the implementation to meet the Voucher Agreement requirements. I will include a letter attesting to documenting the destruction of such PII to the Program Administrator as part of the completion of the project milestones. Failure to so comply will subject this organization to potential liability, including all damages to the State and third parties. I authorize the State and Program Administrator to inspect and verify compliance with this statement.

Signature of Responsible Party

Date

Typed Name of Responsible Party

Typed Name of Organization

For purposes of this confidentiality statement, Personally Identifiable Information (PII) includes but is not limited to an individual's:

- Social Security number
- Driver license or state-issued ID number
- Military ID number
- Passport number
- Credit card (or debit card) number, CVV2, and expiration date
- Financial account numbers (with or without access codes or passwords)
- Customer account numbers
- Unlisted telephone numbers
- Date or place of birth
- Mother's maiden name
- PINs or passwords
- Password challenge question responses
- Account balances or histories
- Wage & salary information
- Tax filing status
- Biometric data that can be used to identify an individual, including finger or voice prints
- Digital or physical copies of handwritten signature
- E-mail addresses
- Medical record numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Medical histories
- National or ethnic origin
- Religious affiliation(s)
- Physical characteristics (height, weight, hair color, eye color, etc.)
- Insurance policy numbers
- Credit or payment history data
- Full face photographic images and any comparable images
- Certificate/license numbers
- Internet Protocol (IP) address numbers
- Geolocation or physical address

Clean Mobility Voucher Pilot Program CONFIDENTIALITY AGREEMENT

Failure to comply and return this attachment will cause your voucher agreement to be cancelled. **Each key staff must read, agree, sign, date and submit this completed form (attach additional copies as needed).**

The undersigned agrees to:

1. Observe complete confidentiality with respect to California Air Resources Board (CARB or State), Program Administrator, or Personally Identifiable Information (see next page for definition of PII) from community members, including without limitation, agreeing not to disclose or otherwise permit access to such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program by any person or entity in any manner unless such disclosure is required by law or legal process.
2. Acknowledge the confidential nature of such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program and understand and agree that I am prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
3. Not use or sell such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program or any part thereof in the performance of services to others or for the benefit of any person or entity in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this agreement.
4. Notify the State and Program Administrator promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or data developed or collected pursuant to the Clean Mobility Voucher Pilot Program or any part thereof, by any person other than those authorized by this document.
5. Treat all information, data, deliverables, and work products developed or collected pursuant to the Clean Mobility Voucher Pilot Program as confidential. All information, data, deliverables, and work products cannot be disclosed in any form to any third party without the Program Administrator or CARB's written consent except when required by law or legal process.
6. Not use, without CARB or Program Administrator written approval, any materials provided by CARB or Program Administrator for any purpose other than performing the agreed upon services.
7. Notwithstanding anything to the contrary, this agreement does not restrict the signatory from sharing information with its employees, agents, and service providers to the extent necessary to perform the agreed upon services, and only

for this limited purpose. Nor does this agreement prohibit the disclosure of information that is otherwise publicly known or becomes publicly known through no wrongful action or inaction of the signatory or his or her organization.

Signature

Date

Print Name

Project Title

For purposes of this confidentiality agreement, Personally Identifiable Information (PII) includes but is not limited to an individual's:

- Social Security number
- Driver license or state-issued ID number
- Military ID number
- Passport number
- Credit card (or debit card) number, CVV2, and expiration date
- Financial account numbers (with or without access codes or passwords)
- Customer account numbers
- Unlisted telephone numbers
- Date or place of birth
- Mother's maiden name
- PINs or passwords
- Password challenge question responses
- Account balances or histories
- Wage & salary information
- Tax filing status
- Biometric data that can be used to identify an individual, including finger or voice prints
- Digital or physical copies of handwritten signature
- E-mail addresses
- Medical record numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Medical histories
- National or ethnic origin
- Religious affiliation(s)
- Physical characteristics (height, weight, hair color, eye color, etc.)
- Insurance policy numbers
- Credit or payment history data
- Full face photographic images and any comparable images
- Certificate/license numbers
- Internet Protocol (IP) address numbers
- Geolocation or physical address

EXHIBIT I

Payment Request Form

Payment Request

(Rev 04/25/2022)

Organization/Tribe Information [Organization/Tribe] [Address 1] [Address 2] [City, State, Zip]		Approved Project Term		Request No.
		From	To	01
		Billing Period		Amount
		From	To	\$ 0.00
CMO Contract No.		Receipt DUNS		Recipient EIN
[Voucher Agreement number]		• ##-###-####		##-#####
Description	Budget	Expenses This Period	Expenses To Date	Budget Balance
Direct Labor			\$0.00	\$0.00
Fringe Benefits			\$0.00	\$0.00
Travel/Mileage			\$0.00	\$0.00
Equipment/Materials (Lead Only)			\$0.00	\$0.00
Subcontractor/Consulting			\$0.00	\$0.00
Other (Describe)			\$0.00	\$0.00
Indirect Costs/G&A			\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00
Less amount to be paid directly to third party				
Net amount payable to voucher recipient		\$0.00		
By signing, I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the voucher agreement.			CALSTART Use Only	
			Amount Authorized:	
Signature of Certifying Officer		Date		
		04/25/2024		
Type or Print name and Title		Phone		
CALSTART Approval				
Reviewed by		Date		
Project Manager		Date		

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Employee Name	Job Classification / Title	Hourly Labor Rate	Billable Labor Hours	Reimbursable Direct Labor Expenses	Project Milestone Achieved
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
Hourly Direct Labor Totals			0.00	\$ -	

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Date	From/To	Participants/Purpose/Project Milestone Achieved	Travel	Mileage			Other	Total	Billed
				Miles	Rate	Mileage			
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
						0.00		0.00	
Totals								0.00	0.00

Agreement Number:	[Voucher Agreement number]
Payment Request Number:	
Period covered by this request:	[MM/DD/YYYY - MM/DD/YYYY]

Date	Organization/Description	Purpose/Project Milestone Achieved	Reference	Amount	Billed	Match/ Cost Share
Totals				0.00	0.00	0.00

A. MOTOR VEHICLE FORM							
DATE:				Payment Request Number:			
Voucher Agreement #:				Lead Applicant (Awardee):			
MOTOR VEHICLE PURCHASER/LESSEE INFORMATION:							
Purchaser Contact Name:							
Company Name / Entity:							
Parent Company (if any):							
Name of Lessor, if capital is a lease:							
Vehicle Domicile Address:							
City, State, Zip Code:							
Purchaser Phone:							
Purchaser E-mail:							
TIN:							
CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST							
1. I verify that I have submitted all items identified in the Redemption Checklist. 2. The vehicle, vehicle price, and vehicle purchaser information on this form are true and correct. 3. The vehicle has been purchased and the information on this form is true and correct. 4. The vehicle identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement. 5. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and CMO Implementation Manual. I certify under penalty of perjury that the information provided is accurate.							
Name of Vehicle Purchaser/Lessee Representative:						Date:	
Signature of Vehicle Purchaser/Lessee:							
MOTOR VEHICLE INFORMATION (add more rows as needed):							
#	Manufacturer	Model	Year	GVWR	VIN #	Cost Paid	CMO Eligible Reimbursement Amount*
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
						TOTAL	\$0.00
reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the maximum vehicle reimbursement amount listed in Section E.1. is up to \$60,000 but the actual vehicle cost was \$53,450, then the eligible reimbursement amount is \$53,450. Implementation Manual: https://www.cleanmobilityoptions.org/implementation-manual/							

B. MICROMOBILITY DEVICES FORM							
DATE:				Payment Request Number:			
Voucher Agreement #:				Lead Applicant (Awardee):			
MICROMOBILITY DEVICES PURCHASER/LESSEE INFORMATION:							
Purchaser Contact Name:							
Company Name / Entity:							
Parent Company (if any):							
Name of Lessor, if capital a							
Vehicle Domicile Address:							
City, State, Zip Code:							
Purchaser Phone:							
Purchaser E-mail:							
TIN:							
CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST							
1. I verify that I have submitted all items identified in the Redemption Checklist. 2. The bicycle/scooter, price, and purchaser information on this form are true and correct. 3. The bicycle/scooter has been purchased and the information on this form is true and correct. 4. The bicycle/scooter identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement. 5. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and CMO Implementation Manual. I certify under penalty of perjury that the information provided is accurate.							
Name of Micromobility Devices Purchaser/Lessee Representative:						Date:	
Signature of Micromobility Devices Purchaser/Lessee:							
MICROMOBILITY DEVICES INFORMATION (add more rows as needed):							
#	Manufacturer	Model	Year	Class 1 or Class 2	Serial Number	Cost Paid	CMO Eligible Reimbursement Amount*
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
						TOTAL	\$0.00
eligible reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the maximum vehicle reimbursement amount listed in Section E.1. is up to \$3,500 but the actual vehicle cost was \$3,350, then the eligible reimbursement amount is \$3,350. Implementation Manual: https://www.cleanmobilityoptions.org/implementation-manual/							

C. INFRASTRUCTURE FORM									
DATE:		Payment Request #:		Voucher Agreement #:		Lead Applicant (Awardee):			
INFRASTRUCTURE PURCHASER/LESSEE INFORMATION:									
Purchaser Contact Name:									
Company Name / Entity:									
Parent Company (if any):									
Name of Lessor, if capital is a lease:									
Vehicle Domicile Address:									
City, State, Zip Code:									
Purchaser Phone:									
Purchaser E-mail:									
TIN:									
CONFIRMATION OF COMPLETION OF REDEMPTION CHECKLIST									
1. I verify that I have submitted all items identified in the Redemption Checklist. 2. The infrastructure, infrastructure price, and infrastructure purchaser information on this form are true and correct. 3. The infrastructure has been purchased and the information on this form is true and correct. 4. The infrastructure identified on this form has been delivered to my organization and is under their possession in accordance with the voucher agreement. 5. The infrastructure identified on this form has been installed in approved sites. 6. I have reviewed and reaffirm my obligation to adhere to the Terms and Conditions of the Voucher Agreement and and CMO Implementation Manual. <i>I certify under penalty of perjury that the information provided is accurate.</i>									
Name of Infrastructure Purchaser/Lessee Representative:								Date:	
Signature of Infrastructure Purchaser/Lessee:									
INFRASTRUCTURE INFORMATION (add more rows as needed):									
#	Infrastructure Item	Category (EVSE, Bike, Scooter, Solar PV, Hydrogen)	Manufacturer	Model	Year	Serial Number	Installation Site Location (Address)	Cost Paid	CMO Eligible Reimbursement Amount*
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
TOTAL									\$0.00
<small>*Eligible CMO infrastructure reimbursement amounts are listed in the Implementation Manual and must be consistent with the approved CMO voucher budget. The eligible reimbursement amount for each line item is the lesser of the actual cost or maximum reimbursement amount listed in Section E.1. For example, if the eligible reimbursement amount for an item is \$30,000 and the actual cost is \$24,340, then the eligible reimbursement amount is \$24,340. Implementation Manual: https://www.cleanmobilityoptions.org/implementation-manual/</small>									

EXHIBIT J

Implementation Manual for the Clean Mobility Options Voucher Pilot Program

IMPLEMENTATION MANUAL FOR THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM (CMO)

Updated December 23, 2022



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PROGRAM SUPPORT

For questions about this manual and to request individualized technical assistance, please contact:

CMO Hotline: 626-744-5670

Available Monday to Friday, 9AM- 5PM Pacific Time

Email: info@cleanmobilityoptions.org

Program Website: <http://www.cleanmobilityoptions.org>

CMO Online Application Portal	http://www.cleanmobilityoptions.org/application
Project Area Interactive Map	http://www.cleanmobilityoptions.org/project-area-mapping-tool
Sample Letters of Support and/or Commitment	http://www.cleanmobilityoptions.org/support-letter-sample
Mobility Project Proposed Budget	http://www.cleanmobilityoptions.org/mpv-budget-worksheet
Needs Assessment Proposed Budget	http://www.cleanmobilityoptions.org/na-budget-worksheet
Project Milestone Schedule Template	http://www.cleanmobilityoptions.org/project-milestone-template
Notification of Launch Form	http://www.cleanmobilityoptions.org/launch-notification-form
Payment Request Form	http://www.cleanmobilityoptions.org/reimbursement-form
CMO Registered Vendor Form	http://www.cleanmobilityoptions.org/vendor-form
Sample Executed Voucher Agreements	https://cleanmobilityoptions.org/sample-voucher-agreements
Conflict of Interest Forms	http://www.cleanmobilityoptions.org/conflict-of-interest-forms
Confidentiality Agreements	http://www.cleanmobilityoptions.org/confidentiality-agreements

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A. INTRODUCTION AND BACKGROUND

The Clean Mobility Options Voucher Pilot Program (Clean Mobility Voucher Pilot Program, or CMO) is intended to improve clean transportation access and to increase zero-emission mobility choices for disadvantaged and low-income communities. CMO provides funding for community-driven mobility projects that increase residents' access to key destinations by providing various clean transportation options. The program also provides funding for community transportation needs assessments to support communities in assessing unmet transportation needs and develop community-driven solutions to fill the community's transportation gaps by centering the residents' primary needs. Using the community transportation needs assessments, eligible applicants may receive funding for electric carsharing, carpooling, regular bicycle and electric bicycle sharing, scooter-sharing, vanpools, innovative transit services, fixed route transit, and other clean mobility options that best suit their communities.

Several key pieces of legislation provide the overall policy framework and funding to support CMO. In 2007, Governor Schwarzenegger signed into law the Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (Assembly Bill [AB] 118, Chapter 750, Statutes of 2007). AB 118 created the Air Quality Improvement Program (AQIP), a voluntary incentive program administered by California Air Resources Board (CARB or Board) to fund clean vehicle and equipment projects, air quality research, and workforce training. AB 118 also created the Clean Transportation Program and authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorized the Clean Transportation Program through January 1, 2024. As part of the program, CEC staff prepares an Investment Plan to determine funding allocations across various categories.¹ CARB is partnering with the CEC to maximize investments in priority communities. The CEC has allocated \$8,000,000 from the Clean Transportation Program to CMO to fund additional mobility project vouchers.

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted regulatory guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines)² define the overall administrative requirements, and policies and procedures for program implementation based on the framework established in statute. Central to the Guidelines is the requirement for a Board-approved annual funding plan developed with public input. The funding plan is

¹ CEC funding for the CMO was allocated in 2018-2019. The 2018-2019 Clean Transportation Program Investment Plan is available at <https://www.energy.ca.gov/proceedings/energy-commission-proceedings/inactive-proceedings/2018-2019-investment-plan-proceeding>.

² <https://www3.arb.ca.gov/regact/2009/aqip09/aqip09.htm>

each year's blueprint for expending AQIP funds appropriated to the CARB in the annual State Budget. The funding plan focuses AQIP on supporting development and deployment of the advanced technologies needed to meet California's longer-term, post 2020 air quality goals.

In 2012, the legislature passed, and Governor Brown signed into law 3 bills – AB 1532 (Pérez, Chapter 807), Senate Bill (SB) 535 (de León, Chapter 830), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39) that established the Greenhouse Gas Reduction Fund (GGRF) to receive Cap-and-Trade auction proceeds and to provide the framework for how the auction proceeds will be administered to further the purposes of AB 32 (Nunez, Chapter 488, Statutes of 2006). Cap-and-Trade auction proceeds were appropriated to CARB for Low Carbon Transportation projects that reduce GHG emissions, with an emphasis on investments that benefit the State's disadvantaged communities.

Disadvantaged communities are identified by the California Environmental Protection Agency's California Communities Environmental Health Screening Tool ([CalEnviroScreen 4.0](#)) that assesses all census tracts in the State to identify areas disproportionately burdened by, and vulnerable to, multiple sources of pollution. Per statute, these funds must be used to further the purposes of AB 32. The Low Carbon Transportation investments build upon and greatly expand existing advanced technology, clean transportation programs, which provide mobile source incentives to reduce criteria pollutant, air toxic, and GHG emissions.

CMO also supports the goals of SB 1275 (de León, Chapter 530, Statutes of 2014) and AB 398 (Eduardo Garcia, Chapter 135, Statutes of 2017) by prioritizing low and zero-carbon transportation alternatives and SB 350 (De León, Chapter 547, Statutes of 2015) for overcoming clean transportation barriers for low-income consumers and disadvantaged communities to access clean transportation and mobility options.

SB 350 directed CARB to conduct a study on the barriers for low-income and disadvantaged communities to access clean transportation options, as well as recommendations on how to increase access. The main barriers identified in CARB's Final Guidance Document – Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents (Guidance Document) include: (1) the dynamic, localized clean transportation and mobility needs of low-income residents and disadvantaged communities, including accessibility, reliability, convenience, and safety; (2) affordability of zero-emission and near zero-emission vehicles and supporting charging and fueling infrastructure, as well as other mobility options such as public transit; (3) awareness of clean transportation and mobility options and supporting infrastructure, including outreach, education, and potential funding opportunities; and (4) the need for permanent, long-term funding sources.

CMO directly supports CARB's Guidance Document priority recommendations to expand funding and financing for clean transportation and mobility projects, including infrastructure, to meet the accessibility needs of low-income and disadvantaged communities; and to increase residents' awareness on clean transportation and mobility options, and educate consumers about clean transportation options and infrastructure investments.

In December 2017, the Board approved the FY 2017-18 Funding Plan for Clean Transportation Incentives ([FY 2017-18 Funding Plan](#)), which allocated \$17,000,000 in funding for the CMO Voucher Pilot Program. The Board approved allocating an additional \$15,000,000 to CMO as part of the [FY 2018-19 Funding Plan](#), and \$5,000,000 allocation in the [FY 2019-20 Funding Plan](#). Furthermore, the Board approved allocating \$10,000,000 as part of the [FY 2021-22 Funding Plan](#) in November 2021 and \$19,800,000 allocation in the [FY 2022-23 Funding Plan](#) in November 2022 to expand the program.

B. PROGRAM OVERVIEW

CMO is administered and implemented through a partnership between CARB, CEC, and the Program Administrator, who is selected through a competitive CARB grant solicitation process. CARB and CEC set the program requirements and eligibility criteria for entities applying for CMO voucher funds through a comprehensive public work group process. The Program Administrator verifies applicants meet the eligibility requirements set forth in the Implementation Manual, reserves the voucher amounts on a first-come, first-served basis, and signs the Voucher Agreement with awarded entities after they submit all the supporting documentation required according to their Voucher Agreement. Please see [Chapter III](#) of this manual for a complete list of the program's terms and conditions.

CMO provides funding and capacity building in support of clean mobility projects for smaller entities and communities with limited resources. Projects include electric carsharing, carpooling, bike and scooter sharing, vanpools, innovative transit, fixed route transit services, and community transportation needs assessment in disadvantaged communities, including tribal communities and low-income communities. Funds will be used to purchase or lease new or used zero-emission vehicles along with associated equipment, infrastructure, and operating and administrative costs to implement clean mobility services. The Program Administrator will also provide training, technical assistance, learning tools, and information-sharing opportunities to build the capacity of under-resourced organizations to enhance mobility access in their communities.

The Implementation Manual (Manual or IM), in conjunction with the Guidelines and the corresponding Funding Plans, identifies the minimum requirements for implementing

this program. The Implementation Manual may periodically be updated as needed to clarify project eligibility requirements and improve program effectiveness. The Implementation Manual, including any updates, will be posted on the CMO website at www.cleanmobilityoptions.org.

Note to Applicants: The manual in place at the time of application submittal will determine an applicant's eligibility for the program. At the time an applicant submits a signed application for voucher funding, the most current CMO Implementation Manual available will apply. This governing document may be updated several times every year to accommodate operational process changes and may impact the program's terms and conditions and the applicant's eligibility for the program. CARB has sole discretion to determine eligibility for CMO voucher funding. Definitions of key program parameters are in [Section AA](#) of this manual.

1. Program Framework

CMO is designed to streamline the delivery of funding for clean mobility options projects to smaller entities and communities with limited resources and access to funding, as well as provide application and project implementation technical assistance. CMO supports projects that meet community transportation needs as identified by residents of the community the project intends to benefit. The Program distributes funds to eligible areas statewide through a "voucher" system intended to simplify the application process and provide equitable opportunities across under-resourced communities. A Voucher Agreement is a "promise to pay" that enables Awardees to develop partnerships and incur costs with the assurance that all eligible costs will be reimbursed by the Program Administrator for project activities approved in their voucher agreement. Application eligibility is determined using the minimum eligibility criteria established in this manual. Any application that meets the eligibility criteria will be qualified to receive a voucher award upon the availability of funds.

The voucher application process is streamlined through a first-come, first-served approach. The Program Administrator awards vouchers to qualified applications in the order they are received until funding is exhausted for that funding window. In the event that funding is oversubscribed on the first day of the application window opening (11:59 pm PT by the same day) the Program Administrator will implement a randomization process for all applications received on the first day. Qualified applicants will then be awarded in order until funding is exhausted (see [Section H](#) for more details). The Program Administrator will accept applications in a series of application submission windows. The Window 1 application submission window occurred in year 2020; for the list of awardees and their locations please visit www.cleanmobilityoptions.org. The date and time for all application submission

windows will be announced and posted on the program website at www.cleanmobilityoptions.org³.

2. Voucher Types and Funding Amounts

CMO provides two types of vouchers for eligible applicants to support communities that are in different stages of preparation towards implementing clean mobility projects. Available vouchers include (a) Clean Mobility Project Voucher (Mobility Project Voucher or MPV), and (b) Community Transportation Needs Assessment Voucher (Needs Assessment Voucher or CTNA). Project eligibility criteria, application material, voucher award amounts, and terms and conditions vary between the two types of vouchers. CARB may increase the voucher award caps upon receiving additional funds.

- a. **Mobility Project Vouchers** are intended to support planning, development, and implementation of clean mobility options projects, with funding available for a variety of eligible project activities. The main requirement for receiving a Mobility Project Voucher is that applicants must develop their proposed projects based on a community transportation needs assessment conducted *prior* to submitting their application.⁴ The goal is to ensure the proposed project is responsive to the specific transportation needs, preferences, and choices of community residents. [Chapter I](#) of this manual includes project eligibility criteria, allowable costs, application evaluation and voucher award process, and other requirements specific to Mobility Project Vouchers. The current maximum award amount for each Mobility Project Voucher is \$1,500,000. If additional program funds become available, additional funding may be awarded.
- b. **Needs Assessment Vouchers** are intended to support communities in identifying their transportation needs and evaluating gaps through a community transportation needs assessment process. This voucher award enables applicants to conduct a comprehensive needs assessment and begin planning and developing a project based on their assessment outcomes. This will enable awardees to apply for the Mobility Project Voucher application in future window(s) or other applicable project or grant applications that will benefit their community. [Chapter II](#) of this manual includes eligibility criteria, allowable costs, application evaluation and voucher award process and other requirements specific to Needs Assessment Vouchers. The current maximum award amount

³ Each application submission window will open with a fixed amount of funds. Funds are awarded to qualified applicants until the funding is exhausted. Upon CARB approval, the Program Administrator may fund additional applications received during the application window if CARB receives additional funds for the program.

⁴ For fulfilling the application requirements, the key assessment activities must have been conducted within no more than 4 years of the application submittal date. Applicants must demonstrate that data sources and community engagement are adequately up to date, reflect current community-identified needs, and are specifically representative of the target community for the mobility project.

for each Needs Assessment Voucher is \$100,000. If additional program funds become available, additional funding may be awarded.

- c. [Chapter III](#) of this manual includes the program's terms and conditions, general provisions and definitions that apply to both Mobility Project Voucher and Needs Assessment Voucher applicants.

Please note that CMO project size is limited by a budgetary cap on the total voucher amount, which is the CARB- and CEC-funded portion of the total project. The total project costs may be more than the maximum allowable voucher amount (in the case that funds from other sources are utilized); however, the total voucher amount requested by the applicant is limited to the amounts stated above.

CHAPTER I. MOBILITY PROJECT VOUCHER

This chapter contains eligibility criteria and program guidelines specific to Mobility Project Vouchers.

C. APPLICANT ELIGIBILITY

1. Lead Applicant

The lead applicant is defined as the organization to whom the voucher fund will be assigned to and who will enter into an agreement with the Program Administrator. The lead applicant organization will assume responsibility for the administration of voucher funds, managing the project activities, meeting project milestones, and taking an overall lead in coordination among partners to achieve the goals of CMO Voucher Pilot Program. The lead applicant may partner with other organizations to apply for CMO, and if the application is awarded, the lead applicant organization will be the primary voucher recipient (Awardee) responsible for project performance. The lead applicant must be either a public agency, non-profit organization, or tribal government consistent with the requirements below:

- a. Non-profit organization that qualifies for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and is also tax-exempt under California state law, consistent with the following requirements:
 - i. The non-profit organization must have been incorporated for at least one year prior to the time of application submittal,

- ii. The non-profit organization must at all times be registered and in active/good standing with the California Secretary of State,⁵
 - iii. The organization must be based in California or have at least one full-time staff person based in California.
- b. Tribal governments, including all Federally Recognized Tribes in California listed on the most recent notice of the Federal Register, and other non-federally recognized California tribal governments, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.
 - c. Federal, State, or local government entities based in California, including but not limited to, City, County, Metropolitan Planning Organization, Council of Government, Joint Powers Authority, local or regional transit agency, local Air Quality Management District or Air Pollution Control District, and public school District.
 - i. Local special purpose districts such as school districts or library districts can apply independently of the city or county with which they are associated.
 - ii. Individual departments within an agency (such as a City Transportation Department), or individual facilities within a special purpose district (such as a library or school), can participate with their governing agency or district as the lead applicant. They are not considered distinct applicants from their governing body.

Please note that each lead applicant may only submit one application for the Mobility Project Voucher during each application window, except when the project area is in an unincorporated community, where no city government represents the project area.⁶ In this instance, an eligible lead applicant may submit up to three applications only when all proposed project areas are entirely within unincorporated County jurisdiction.

The lead applicant may participate as a sub-applicant in other applications.

2. Sub-Applicant

Sub-applicants are project partners who are sub-contracted by the lead applicant organization for specific purposes and/or services. They enter into a partnership with the lead applicant and other eligible organizations to apply for CMO. Sub-applicants

⁵ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

⁶ For the purposes of this program, tribal land is not considered an unincorporated community.

may include, but are not limited to, organizations that provide clean mobility services, infrastructure equipment and installation, community outreach services, and technical expertise/assistance. Sub-applicants may be public, private, tribal governments, or non-profit organizations consistent with the requirements below:

- a. All sub-applicants must provide a letter of commitment to express their support and commitment to the lead applicant for the proposed project. This letter must include the specific roles and responsibilities the sub-applicant will be providing in the project.
- b. A single entity may participate as a sub-applicant in multiple applications.
- c. All non-profit and private organizations must be registered and in active/good standing with the California Secretary of State at the time of application submittal. If the entity is an unincorporated non-profit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law. The fiscal sponsor must be registered and in active/good standing with the California Secretary of State to perform financial management and administrative functions for them on behalf.

3. Experienced Partner and the Clean Mobility Provider Directory

Each Mobility Project Voucher team must include an organization with at least one year of experience operating mobility services. The “experienced partner” may be the entity that operates the proposed service (mobility operator) or serve in another capacity such as a project technical advisor.

Applicants are encouraged to include the experienced partner in their project team at the time of application submittal. If the experienced partner is not included on the project team (as either lead applicant or sub-applicant) at the time of application submittal, the lead applicant must commit to contract with either an entity listed in the [Clean Mobility Provider Directory](#) (Directory) or an entity who meets the minimum qualification criteria to be in the Directory but is not currently listed.

All mobility operators listed in the Directory have been screened by the Program Administrator through a Request for Information to ensure they meet the minimum level of experience to satisfy this requirement and other eligibility criteria for sub-applicants.

4. CARB’s Clean Mobility Project Grantees

Current CARB grantees (including their sub-grantees or project partners) who received funds from previous round(s) of grant solicitations for clean mobility projects from any

previous fiscal years of the CARB's Low Carbon Transportation Investments,⁷ are eligible to apply as the lead applicant for a Mobility Project Voucher. Applications are accepted for a new project, expansion project, or continuing the existing service without an expansion to support for implementing long-term sustainability. Application can include any combination of thereof (see [Section D.6](#) for more details). If the application includes a proposal for a new project, applicant must submit a community transportation needs assessment with the application (see [Section G.1.c](#) for the needs assessment requirement).

If the application includes a proposal for an expansion project, application must be supported by either existing documentation from community transportation needs assessment or documented comprehensive feedback from the community collected during planning and construction or operations period of the current service.

5. CMO Window 1 Mobility Project Voucher Awardees

CMO current Window 1 MPV Awardees (including their sub-contractors or project partners) are eligible to apply in Window 2 as the lead applicant for a new project only (see [Section D.6](#) for definition of the new project).

Please note that there is set aside funding for Window 1 MPV Awardees to support an unexpected increase in insurance costs, capital acquisition, and other activities in support of the project scope outlined in their voucher agreement only. Window 1 MPV Awardees are not required to submit a new application to be eligible for this funding (see [Section H.h](#) for more details).

D. PROJECT ELIGIBILITY

CMO funds a wide range of clean mobility projects, including those that require funding for simpler projects (e.g., purchase one or two vehicles) to those that are full-scale programs that require vehicles, infrastructure, outreach and marketing, etc. This section includes all aspects of project eligibility, such as project area, service models, vehicle and equipment types, and eligible costs.

1. Eligible Project Area and Site Locations

All projects funded by CMO must directly benefit residents of low-income and/or disadvantaged communities, consistent with the requirements below:

a. Project Area

⁷ This includes CARB's grantees from Carsharing and Mobility Options Pilot Project, Sustainable Transportation Equity Project (STEP) and Clean Mobility in Schools (CMIS).

The project area is the geographic area where community residents live, and most infrastructure is to be installed. Eligible project areas are within at least one of the following geographies:⁸

1. [SB 535 Disadvantaged Communities](#).
2. [AB 1550 Low-income Communities and Low-income households](#).
3. Tribal lands, only when within SB 535 Disadvantaged Communities or AB 1550 Low-income Communities. For the purposes of this program, “tribal lands” include any property owned by a Tribal Government or California Native American tribal authority and is not limited to Federally Recognized reservations.⁹

The interactive map indicating eligible project areas is available on the CMO website at <https://cleanmobilityoptions.org/project-area-mapping-tool/>.

b. Infrastructure Siting and Service Locations

Mobility services and associated infrastructure (e.g., electric vehicle charging infrastructure, hydrogen refueling infrastructure, and solar equipment) funded by CMO should be mostly located inside the project area (disadvantaged or low-income designated communities or tribal lands) to deliver intended benefits to local residents. However, some service operations may occur outside the project area and infrastructure equipment may be located where those service operations are needed, with documentation of supportive community input reflecting community-identified needs. For example, if community residents express a lack of clean transportation options to destinations such as a grocery store or healthier food retail stores which are located outside of the disadvantaged or low-income community boundaries, some charging equipment, vehicle parking locations, and service operations to/from the store would be allowed outside of boundaries of communities listed above in [Section 1.a](#).

2. Eligible Service Models

The Mobility Project Vouchers are intended to support the piloting of innovative clean and shared transportation service models that reduce GHG emissions and increase residents’ access to key destinations without a personal vehicle (e.g., workplaces,

⁸ The geographic area(s) selected as the project area does not need to be a single contiguous area. If non-contiguous, the project area selected must still comply with the above criteria.

⁹ All federally recognized lands included in the American Indian Areas Related National Geodatabase were designated as SB 535 disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA’s DAC map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at TribalAffairs@calepa.ca.gov

medical offices, schools, daycare facilities, grocery stores, community centers). Clean mobility options delivered by the project must be identified through community engagement and evaluation of the community's transportation needs. CMO voucher funds can only be applied to eligible costs associated with fleet vehicles that are zero-emission technologies (see [Section D.3](#) for vehicle eligibility requirements).

The following are service models that, in any combination, are eligible to receive Mobility Project Voucher funds:

- a. **Carsharing:** Carshare services provide members access to an automobile through short-term rentals. Eligible carsharing models include round-trip carshare, which requires users to borrow and return vehicles at the same location; one-way or free-floating carshare, which allows users to pick up a vehicle at one location and drop it off at another; or carshare libraries, where vehicles can be checked out from and returned to one central location.
- b. **Bikeshare or Scooter-sharing:** Bikeshare or scooter-sharing systems make bicycles, electric bicycles (e-bikes) or scooters available to members on a short-term rental basis. Usage is generally intended for short trips such as "first-and last-mile" connections to complete trips made via other modes, including public transit. These may include bike libraries, where bicycles can be checked out from and returned to one central location; station-based platforms, where bicycles are checked out and returned at designated stations; and free-floating or dockless systems, where bicycles can be dropped off in any location and found for checkout, utilizing real-time maps on mobile devices. Scooters or electric scooters can also be shared in the models described here.
- c. **Carpooling and Vanpooling:** Carpooling and vanpooling are the grouping of drivers and passengers with common origins and/or destinations into a shared vehicle. These are "self-serve" systems, meaning the driver is a traveler in the pool just like other passengers, as opposed to a hired driver in shared taxi rides or ride hail services.
- d. **Microtransit Services (or Innovative Transit Services):** This category includes on-demand shuttles and circulators, paratransit services, and private sector transit solutions commonly referred to as "microtransit." Microtransit services are demand-responsive (routes and/or frequency of service are determined dynamically based on customer demand) and capable of serving multiple riders simultaneously (not only a single rider service).
- e. **Fixed Route Transit Services:** This category includes shuttles and circulators, paratransit services, and private sector transit solutions that offer traditional fixed route services. A fixed route transit uses buses, vans, or other medium-duty

vehicles (see [Section D.3](#) for eligible vehicles) to provide transportation services on a predetermined route according to a predetermined schedule (e.g., a school bus). Fixed route services typically include printed or posted timetables, and designated stops with marked signage where riders are picked up and dropped off.

- f. **Ride-on-Demand Services:** This category includes ride-hail and rides-on-demand services provided by taxi companies and transportation network companies (TNCs). CMO does not provide voucher funds for vehicle acquisition (purchase or lease) to be used for TNC services. However, funding may be used to incentivize and support greater utilization of rides-on-demand in clean vehicles, including discounted fares for trips originating in the project area (price subsidies), customizing the software platform, expanding, or contracting boundaries of geofencing, and community outreach and marketing costs, if applicable. To be eligible, the service must only include trips taken in zero-emission vehicles, consistent with the vehicle eligibility criteria described below.

3. Eligible Vehicles and Micromobility Devices

a. Motor Vehicles

- i. Vehicles must be registered in California.
- ii. Vehicles must be zero-emission technologies.
 - 1. Eligible zero-emission vehicle (ZEV) technologies are battery electric vehicles (BEV) and fuel cell electric vehicles (FCEV).
 - 2. Plug-in hybrid (PHEV) technology is only eligible for vehicle models with 6-seat capacity or above.
- iii. Eligible motor vehicle classes are light-duty¹⁰ passenger vehicles, medium-duty¹¹ vans and buses, and neighborhood electric vehicles.
 - 1. Light-duty vehicles can be new or used, but medium-duty vehicles must be new.
 - 2. Light-duty vehicles are considered “new” when they have 7,500 miles or less at purchase or lease.
 - 3. Medium-duty vehicles are considered “new” when they have 3,500 miles or less at purchase or lease.

¹⁰ Light-duty Vehicle have a GVWR category <10,000 lbs.

¹¹ Medium-duty Vehicle classes 3 through 6 (GVWR 10,001-26,000 lbs) or under 30 feet in length are eligible.

4. Medium-duty vehicles must be eligible for California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project ([HVIP](#)).
 5. New light-duty vehicles must be eligible for the Clean Vehicle Rebate Program ([CVRP](#)) at a time of purchase.¹²
- iv. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
 - v. Vehicles may be purchased or leased (4-year minimum lease period).
 - vi. Used light-duty vehicles must meet the following requirements at the time of purchase or lease:
 1. Vehicle model year must be 4 years old or newer.
 2. Vehicle mileage cannot exceed 48,000 miles.
 3. Vehicle title cannot be salvaged (as defined in California Vehicle Code- VEH Section 544).
 4. Vehicle cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased/leased.¹³
 5. Used vehicles must be inspected by a licensed automotive technician.
 6. Used vehicles that previously have received rebates from CVRP must be in full compliance with program requirements and completed the ownership term.
 - vii. Passenger vehicles must be models designed to carry a minimum of four passengers.
 - viii. No modifications may be made to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Code, Vehicle Code- VEH Section 27156).
 - ix. Vehicles may be used for passenger trips or for non-passenger operational purposes specific to the project, such as bikeshare rebalancing.¹⁴

¹² CARB may approve on case-by-case basis vehicles that were previously listed on the CVRP website but are no longer available due to not meeting the manufacturer's suggested retail price (MSRP) eligibility requirements.

¹³ <https://www.recalls.gov/nhtsa.html>

¹⁴ Please note that using project vehicles solely for the purpose of goods delivery is not eligible.

- x. Vehicles must be put into service exclusively for the purposes of operating the voucher-funded project. Vehicles may not be used by individuals for personal purposes outside of project operating hours or project fee structure.
 - xi. Vehicle titles or lease agreements must be held by an organizational entity on the project team, and not by individual drivers.
 - xii. Vehicles funded by this program constitute a fleet size that must be maintained throughout the term of the Voucher Agreement.
 - xiii. All vehicles must be equipped with telematics devices or other global position system (GPS) equipment, capable of collecting trip data.¹⁵
 - xiv. Installation of ADA-compliant equipment for new vehicles is eligible. ADA equipment retrofits to used vehicles are not eligible.
- b. **Micromobility Devices** include but are not limited to non-motorized or electric bicycles and scooters.
- i. Bicycles, scooters and other micromobility devices funded by this program must be new.
 - ii. Electric bicycles must be Class 1 or Class 2 per AB 1096 with fully operable pedals and an electric motor of less than 750 watts.¹⁶
 - iii. Cargo bicycles, tricycles, and pedicabs are eligible micromobility devices.
 - iv. All bicycles, scooters, and micromobility devices must be equipped with telematics devices or other GPS equipment, capable of collecting trip data.
 - v. Micromobility devices funded by this program constitute a fleet size that must be maintained throughout the term of the Voucher Agreement.

4. Eligible Infrastructure Improvements

Projects may include infrastructure improvements only when they directly support, and are essential to, the CMO service model(s). That means, for example, an electric vehicle charging equipment is eligible to receive voucher funds only when the project includes CMO funded zero-emission vehicle(s). The following infrastructure types are eligible for funding:

- a. Electric vehicle charging equipment (EVSE) funded by this program must be

¹⁵ Purchase, installation, and maintenance costs of telematics equipment is eligible for payment.

¹⁶ As defined in Chiu, Chapter 568, Statutes of 2015

consistent with the following requirements:

- i. The EVSE must be primarily intended for charging motor vehicles that are deployed through the voucher-funded project.
- ii. The EVSE may be made available to other services or to the public, but this is not a requirement.
- iii. Must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of the infrastructure, including SB 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment Standards, the California Department of Food and Agriculture Division of Measurement Standards, and AB 2061 (Ting, Chapter 345, Statutes of 2022)¹⁷.
- iv. Must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperature, heavy rains, and high winds.
- v. Display screens must be protected from malfunctions due to condensation and any local area weather conditions.
- vi. May be installed in commercial, public, or residential locations.
- vii. May include mobile charging technologies.
- viii. May include the use of existing charging networks.
- ix. All electric vehicle charging infrastructure and equipment funded by this program located on the customer side of the electrical meter, shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and have at least one electrician on each crew, at any given time, who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include the installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for

¹⁷ Any electric vehicle charging and charging stations installed on or after January 1, 2024, shall comply with the recordkeeping and reporting standards required by AB 2061.

the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician.¹⁸

- x. Electric vehicle chargers funded by this program constitute the quantity of chargers that must be maintained throughout the term of the Voucher Agreement.
- xi. Charging capacity must be at minimum Level 2 and may be DC fast charge.
- xii. Level 2 EVSE units purchased by CMO funding must meet the criteria below:
 - 1. Capable of charging at 6.2 kilowatts (kW) or greater.
 - 2. Utilize the SAE standard J1772 charging connector.
 - 3. Networked and capable to support, at a minimum:
 - a. Network connectivity such as 4G LTE, IEEE 802.3 for Ethernet, or IEEE 802.11n for high bandwidth wireless networking
 - b. Ability to receive remote software updates, real-time protocol translation, encryption and decryption, Internet Protocol (IP)-based processor capable of supporting multiple protocols, and compliant with Transmission Control Protocol (TCP)/IP and IPv6.
 - c. Ability to connect to a network's back-end software.
 - 4. Use an implementation of Open Charge Point Protocol (OCPP) v1.6 or later.
 - 5. If payment is required, must accept some form of credit cards and multiple forms of payment and must have an EMV chip reader, a mobile payment device, and a toll-free number physically located on the charger, or on a kiosk serving the charger. The charger may offer payment mechanisms, a device that accepts RFID or Smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system

¹⁸ Assembly Bill 841 (Ting, 2020) added Public Utilities Code section 740.20, which requires Electric Vehicle Infrastructure Training Program certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. The requirements stated in this paragraph do not apply to any of the following:

- 1. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- 2. Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- 3. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

networks to access the charging station. Chargers must be hardware ready to support ISO 15118 including:

- a. Powerline carrier (PLC) high-level communication (as specified in ISO 15118-3).
- b. Secure management and storage of keys and certificates.
- c. Transport Layer Security (TLS) version 1.2. Further support for TLS 1.3+ is recommended as a way to prepare for future ISO 15118 standard updates.
- d. Receive updates remotely to activate/enable ISO-15118 use cases.
- e. Backend network connection.

6. Be ENERGY STAR ® Certified.¹⁹

7. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2202 or UL 9741 standards.

8. Please note that CMO will reimburse the cost of only one dual port level 2 EVSE unit (or two level 2 EVSE units with single port/dispenser) per funded vehicle.

xiii. DC Fast Charge (DCFC) units purchased by CMO funding must meet the criteria below:

1. Capable of a guaranteed maximum output of 50 kW or greater per active connector.
2. Include DCFC dual standard charging stations with at least one SAE Combined Charging system (CCS) standard connector and/or CCS adapters that are fully integrated into the charger such that they cannot be removed from the site. CHAdeMO connectors are also eligible.
3. Be networked, meeting the following criteria²⁰:
 - a. Equipment must be networked via Wi-Fi, ethernet or cellular connection.

¹⁹ To learn more, visit Energy Star Certification Process available at:

https://calevip.org/sites/default/files/docs/calevip/ENERGY_STAR_Certification_Process.pdf

²⁰ The California Electric Vehicle Infrastructure Project (CALeVIP 2.0) provides a list of pre-approved network providers here: <https://calevip.org/incentive-project/golden-state-priority-project>

- b. Equipment must connect to a back-end network and be capable of “over-the-air” updates.
 - c. Must be capable of utilization data collection.
 - d. Minimum 5-year networking agreement, eligible toward total approved costs.
 - e. If payment is required, must accept some form of credit cards and multiple forms of payment, and must have an EMV chip reader, a mobile payment device, and a toll-free number physically located on the charger, or on a kiosk serving the charger. The charger may offer payment mechanisms, such as a device that accepts RFID or Smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system networks to access the charging station. Chargers must be hardware ready to support ISO 15118 including:
 - i. Powerline carrier (PLC) high-level communication (as specified in ISO 15118-3).
 - ii. Secure management and storage of keys and certificates.
 - iii. Transport Layer Security (TLS) version 1.2. Further support for TLS 1.3+ is recommended as a way to prepare for future ISO 15118 standard updates.
 - iv. Receive updates remotely to activate/enable ISO-15118 use cases.
4. Use an implementation of Open Charge Point Protocol (OCPP) v1.6 or later.
 5. Certified by a Nationally Recognized Testing Laboratory Program (NRTL) and certified to UL 2202 or UL 9741 standards.

To learn more about different charging options for electric vehicles, please visit <https://calevip.org/electric-vehicle-charging-101>.

- b. Solar photovoltaic (PV) equipment generates electricity to power EVSE or other charging equipment. Applicants may receive funding for solar PV systems that power EVSE or micromobility devices charging infrastructure, consistent with the following criteria:

- i. Solar PV systems must be co-located with voucher-funded EVSE, and/or micromobility devices charging infrastructure.
 - ii. Energy produced by the solar PV system must be used to offset the costs of charging for the proposed service model.
 - iii. Rooftop, ground-mount, and carport solar PV systems are all eligible for funding.
 - iv. Specific types of solar PV equipment allowed under this section include PV modules, inverters (including smart inverters), meters, battery and energy storage systems, and related balance of system equipment.
 - v. All equipment installed must be on the California Energy Commission's Solar Equipment List of approved equipment, as created pursuant to SB 1 (Murray, Chapter 132, Statutes of 2006). The most recent Solar Equipment List can be found at <https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists> and is updated by the California Energy Commission regularly.
 - vi. All major system components (panels and inverters) must not have been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not eligible.
 - vii. All equipment must be installed by a contractor holding a C-10, C-46, or B license in good standing with the State of California Contractors State License Board.
 - viii. All equipment must have a warranty of not less than 10 years to protect against defects and undue degradation of electrical generation output, consistent with California Public Utility Code 387.5(d)(4).
 - ix. Voucher recipients must provide solar PV performance data from the contracted monitoring system upon request to contribute to CMO program evaluation efforts.
 - x. Solar PV system capacity funded through CMO must be used to directly support or supply energy to the service model identified in the needs assessment.
- c. Hydrogen refueling equipment: Voucher funds may be used to support the installation of hydrogen refueling infrastructure or to provide fuel cards for service users. Allowable voucher funding amounts may not be sufficient to cover all capital costs associated with building refueling facilities; as a result, if

an installation of hydrogen refueling is included in the proposed budget, applicants must demonstrate that other sources of funding have been secured sufficiently to complete the proposed project.

Proposals containing a hydrogen refueling station installation must adhere to the minimum technical requirements and renewable hydrogen requirements specified in [Appendix E](#) (Hydrogen Refueling Station Requirements) and the CEQA and permitting requirements described in [Appendix D](#). Additionally, the project must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of hydrogen refueling stations. Each hydrogen refueling station must be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted. Public access to proposed refueling stations is not required.

Hydrogen refueling stations must be sited where similar infrastructure already exists (e.g., installing a hydrogen refueling station at an existing fueling station or a commercial or industrial facility).

- d. **Micromobility Devices Infrastructure:** Applicants may receive funding for infrastructure in support of micromobility devices, consistent with the following criteria:
 - i. The charging infrastructure must be primarily intended to provide electricity for micromobility devices that are deployed through the voucher-funded project.
 - ii. Eligible infrastructure includes:
 - 1. Bicycle and scooter locking stations.
 - 2. Docking, securement, storage, and related infrastructure for parking.
 - 3. “Quick-build” safety infrastructure in the public right-of-way. A “quick build” project is defined as a project that does not require major street construction and can be implemented by local agency staff. These projects may include, but are not limited to, roadway and curb paint, signs, parking and loading changes, painted safety zones, posts separating bike lanes from vehicle lanes, changes to the configuration of traffic lanes, and dedicated rights-of-way using barriers, bollards, or other materials.²¹

²¹ Adapted from San Francisco Municipal Transportation Agency (SFMTA) Vision Zero Quick Build Program.

4. May include other necessary infrastructure for micromobility devices, to the extent consistent with the project design.

5. Additional Transportation Enhancements

Most of the funding associated with the Mobility Project Voucher is intended to be used for project costs and activities that are essential to implementing the proposed service model (as defined in [Section D.2](#)). However, up to 25 percent of the total voucher amount requested per application may be dedicated to “additional transportation enhancements” that are defined as activities or services directly supportive of, but not essential to, implementing the service model. These enhancements may include other types of transportation resources or assets that complement the service model, in a way that improves accessibility, reliability, convenience, safety, and/or affordability for participants. The following transportation enhancements are eligible for funding:

- a. Provide subsidies for traditional public transit rides to better connect projects to existing services (i.e., first-mile, last-mile solutions).
- b. Develop trip planning or mobility-as-a-service (MaaS) platforms or integrate project data into existing platforms.
- c. Develop multi-modal payment platforms, integrating project payment systems into existing platforms and expanding payment system capacities to support the [California Integrated Travel Project \(Cal-ITP\)](#).
- d. Provide transportation subsidies and special incentives for homeless individuals and families.

6. New Project and Expansion Project

New and expansion projects are both eligible for Mobility Project Voucher funding and have the same voucher funding cap of \$1,500,000 per application.

A new project is defined as a project that operates a different service model from an existing service model that is funded by CARB and is currently operating (or planned to begin development or operations)²² in the proposed project area.

An expansion project is defined as a project that expands the existing service model²³ that is currently in operation or planned to begin operations, by increasing the project area to serve additional residents, increasing vehicle access (e.g., increasing operation

²² Planned projects are considered an existing service model if the project is approved and has been planned to begin development or operations at the time of application submission.

²³ The existing service model must be in support of the eligible service models described in Section D.2 of this manual.

hours or number of vehicles), or increasing infrastructure equipment. Expansion project may also include additional support for ongoing operation of the existing service model.

To achieve greenhouse gas reduction, an expansion project must result in increasing ridership and/or include fleet replacement from combustion engine vehicles to eligible zero-emission vehicles.²⁴ Expansion project proposal must be supported by existing documentation from community transportation needs assessment or documented comprehensive feedback from the community collected during planning and construction or operations period of the current service.

Note: The voucher amount requested per application is only up to \$1,500,000 for a new project, expansion project, continuing the same existing service without an expansion, or any combination thereof.

7. Eligible Project Costs and Payable Activities

This section includes the list of project costs and payable activities eligible for funding through the Mobility Project Voucher. Project costs are only eligible for payment if they have been incurred *after* the Voucher Agreement execution date (when all responsible parties sign the Voucher Agreement) and all applicable insurance requirements have been met. The Mobility Project Voucher funds may be applied to a variety of eligible activities related to project planning and design, outreach and marketing, capital costs, operations and maintenance, and administration costs, as defined in this section.

- a. Planning includes activities related to project planning and design generally before the mobility service operation is launched (Operations Launch is the date when participants start using the service). Examples of eligible planning activities include, but are not limited to:
 - i. Execution of contracts and agreements with project partners.
 - ii. Identification of potential sites for infrastructure, beyond those identified in the application.
 - iii. Infrastructure design activities, including engineering costs and utility service orders.
 - iv. Compliance with the California Environmental Quality Act (CEQA), if applicable.

²⁴ Replacing the existing fleet is only eligible for funding if the transition is from internal combustion engine fossil fuel vehicles to eligible zero-emission vehicles. Replacing the existing fleet of zero-emission vehicles (or e-bikes/e-scooters) with newer zero-emission vehicles (or newer e-bike/e-scooters) or replacing conventional bicycles and/or scooters with e-bikes or e-scooters is not eligible.

- v. Compliance with permitting requirements (e.g., EVSE installation permits, Historical Preservation, Above Ground Facilities Ordinance, Americans with Disabilities Act [ADA] accessibility requirements, etc.).
- vi. Technical assistance before Operations Launch.
- vii. Coordination efforts with other CARB's Low Carbon Transportation Investment Projects, including the [Access Clean California](#) project, the Sustainable Transportation Equity Project (STEP) and Clean Mobility in Schools (CMIS) as well as other CEC Clean Transportation Program Projects, including the California Electric Vehicle Infrastructure Project (CALeVIP), Communities in Charge, and Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles (EnerglIZE) during the planning and construction period.
- viii. Planning for launch event activities.
- ix. External consulting during the planning and construction period.
- x. Participating in meetings with the Program Administrator and project partners.
- xi. Participating in the Clean Mobility Equity Alliance (CMEA) events and meetings for capacity building and sharing information with other clean mobility awardees and participants.²⁵
- xii. Compliance with insurance requirements.
- xiii. Training for project staff.
- b. **Outreach and Marketing** includes all activities for conducting community outreach, educational forums, collecting community input, promoting the service, and educating community residents. Examples of eligible outreach and marketing activities include, but are not limited to:
 - i. Develop materials for implementing community events, such as supplies, transportation stipends, marketing materials design and printing, and other related activities.
 - ii. Procurement of equipment, facilities, or venues.
 - iii. Activities associated with data gathering and analysis, event planning, and other key activities.

²⁵ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

- iv. License or subscription fees for online event and survey tools.
- v. Providing incentives for community member participation (e.g., for completing surveys).
- vi. Procuring community-based organization subcontracts.
- vii. Language translation services.
- viii. Vehicle rental for purposes of education on clean vehicle technology.
- ix. Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges who want to attend community meetings.

Note: Costs for food, alcoholic beverages, and childcare are not payable.

- c. **Capital Acquisition Activities** includes vehicles and associated hardware, eligible infrastructure, and other equipment, along with associated labor and contractor costs for construction and installation. Examples of eligible capital acquisition include, but are not limited to:
 - i. Procurement of Vehicles (purchase or lease).
 - ii. EVSE and solar PV system purchase and installation (only when associated with funded vehicles).
 - iii. Hydrogen refueling infrastructure purchase and installation.
 - iv. Acquisition of bicycles, electric bicycles, electric scooters and other eligible micromobility devices.
 - v. Electric bicycle and locking station purchase and installation.
 - vi. Helmets for bike/e-bike sharing and scooter/electric scooter-sharing participants.
 - vii. Software development for reservation and payment systems.
 - viii. Telematics devices (e.g., GPS).
 - ix. Additional infrastructure supplements may include but not limited to, equipment extended warranty, repair labor warranty, transformers, electric panels, conduit, wiring, meters, stub-outs, demand management equipment, and parking space purchase or lease.

- d. **Operations and Maintenance** include all activities related to operating and maintaining the mobility services after the Operation Launch. Examples of eligible operations and maintenance activities include, but are not limited to:
- i. Regular and corrective maintenance for motor vehicles, micromobility devices, and infrastructure (including repairs due to vandalism).
 - ii. Charging network service-level agreements.
 - iii. Extended warranties for charging equipment.
 - iv. Revenue guarantees to operators who are covering the cost of operations with user fee revenue, through a direct business-to-consumer model.
 - v. Price subsidies to operators covering the cost of operations with user fee revenue, through a direct business-to-consumer model in order to reduce costs to the end-user.
 - vi. Compliance with insurance requirements.
 - vii. Leased vehicles and equipment.
 - viii. Replacing pieces of equipment (Costing less than \$5,000), including bicycles and scooters.²⁶
 - ix. Bicycle safety courses.
 - x. Technical assistance after the Operations Launch.
 - xi. Coordination efforts with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California project, STEP, and CMIS as well as other CEC Clean Transportation Program Projects, including CALeVIP, Communities in Charge, and EnergIZE during the operation period.
 - xii. Ongoing software maintenance.
 - xiii. Short-term rentals of vehicles to meet unanticipated service needs (e.g., shortage of vehicle due to an emergency repair).
 - xiv. Fuel and electricity.
 - xv. Developing operations and maintenance plans to ensure equipment reliability.

²⁶ Analysis of repair cost relative to replacement cost must be provided with payment request.

- xvi. Installing lighting to provide safety for travelers at night.
 - xvii. Placing canopies, planting trees, or other items that offer shade and shelter from the elements while using the service.
 - xviii. Placemaking, installing wayfinding signage, trash cans, bathrooms, or other necessary elements for operating mobility hubs.
- e. **Administrative Activities** includes all activities related to administration of the project after the voucher execution date. Examples include, but are not limited to:
- i. Payment request submissions, insurance materials, data reporting, and other required documentation to the Program Administrator.
 - ii. Collecting, organizing, and quality control of data for reporting and evaluation purposes.
 - iii. Other activities to include, but not limited to, travel expenses, printing, record retention, and mailing.

Voucher funding may be “stacked” or leveraged with other sources of funding to increase the scale of the project, subject to any stacking limitations associated with the other funding sources. This practice is encouraged and will be considered “Community Resource Contribution.” However, applicants may not use voucher funds for activities already budgeted for and/or funded by other grants, agreements, or contracts. A single activity may not be billed to multiple public funding programs (i.e., double billing), and voucher funding may not be combined with other public incentives in a manner that leads to payment for a specific cost at an amount greater than the actual cost incurred. CARB reserves the right to audit payment requests across State programs to ensure this practice does not occur.

Note: New vehicles fully funded by CMO cannot receive additional incentives from CVRP and HVIP programs.

E. ALLOWABLE VOUCHER FUNDS

1. Breakdown of Allowable Voucher Funding Components

Table 1 presents the breakdown of allowable voucher amounts for CMO eligible vehicles and infrastructure.

Table 1. Allowable Voucher Amounts for Vehicles and Infrastructure	
Vehicle Type and Technology	Maximum Funding Amounts (per vehicle)
New ²⁷ light-duty zero-emission vehicle (ZEV)	Up to \$65,000 ²⁸
New light-duty plug-in hybrid (PHEV) (only models with 6 seats capacity or more)	Up to \$40,000
Used light-duty ZEV or PHEV ²⁹ (4 years or newer)	100 percent of the Kelley Blue Book (KBB) value ³⁰ (cannot exceed maximum payable amount for the new vehicle)
Leased new light-duty ZEV	Up to \$850 per month (including up to \$3,000 down payment)
Leased used light-duty ZEV	Up to \$600 per month (including up to \$3,000 down payment)
New ³¹ zero-emission passenger van and shuttle bus up to Class 6 (\leq 26,000 GVWR ³²) or under 30 feet in vehicle length	Total vehicle purchase cost
Additional allowance for the purchase of new ADA-compliant vehicles and micromobility devices (e.g., wheelchair lift, wheelchair ramp, adaptive e-bikes)	Up to \$20,000 additional to allowable funding per eligible light-duty or medium-duty vehicles; Up to \$4,000 additional to allowable funding per eligible micromobility device
New neighborhood electric vehicle (NEV)	Up to \$15,000
New electric cargo bicycle, electric cargo tricycle, or electric pedicab (3-4 seats)	Up to \$12,500
New electric bicycle (e-bike)	Up to \$3,500
New cargo bicycle, tricycle, or pedicab (human powered)	Up to \$4,500
New bicycle	Up to \$1,500
New electric kick-scooter	Up to \$700

²⁷ Light-duty vehicles are considered new if odometer reading is 7,500 miles or less at the time of purchase or lease.

²⁸ CARB may approve costs in addition to allowable payment amount for eligible vehicles that cost more than \$65,000 on case-by-case basis.

²⁹ PHEVs are only eligible in models with 6-seats capacity or more.

³⁰ Kelly Blue Book (KBB) value is defined as the upper limit of the KBB fair market range, for the same vehicle condition, transaction type, and zip code as the actual transaction.

³¹ Medium-duty vehicles are considered new if odometer reading is 3,500 miles or less at the time of purchase or lease.

³² Gross Vehicle Weight Rating

Charging and Fueling Infrastructure (Includes Equipment and Installation)	Maximum Funding Amounts (per unit)
Level 2 electric vehicle supply equipment (EVSE) unit, including equipment and installation costs	Up to \$30,000 for one dual port L2 (or two single port). CMO will fund only one unit per funded vehicle.
DC Fast Charge EVSE unit, including equipment and installation	Up to \$112,000 per 50kW unit Up to \$175,000 per 150kW unit Up to \$250,000 per 350kW unit
Solar Photovoltaic Equipment to supply electricity for EVSE and other clean mobility options charging equipment	Amount paid must be based on community input regarding the supply needed to support funded equipment
Fuel Cell Electric Vehicle (FCEV) infrastructure installation and fueling	Up to \$200,000 per project for building a refueling station or providing fuel cards
Infrastructure costs for conventional bicycle, scooter, and other micromobility vehicles (including docking equipment, lockers, and "quick build" right-of-way infrastructure and installation)	Up to 200 percent of the voucher-payable amount for bicycles in the project fleet (\$1,500 per bicycle). Total cannot exceed \$525,000 per project
Infrastructure for electric bicycle, scooter, and other electric micromobility vehicles (including charging equipment, docking equipment, lockers, and "quick build" right-of-way infrastructure and installation)	Up to 300 percent of the voucher-payable amount for e-bikes in the project fleet (\$3,500 per e-bike). Total cannot exceed \$525,000 per project

Tables 1.a and 1.b demonstrate sample calculations for infrastructure costs for conventional micromobility and electric micromobility devices, respectively.

Table 1.a. Example of infrastructure limits with conventional micromobility devices		
Number of Conventional Vehicles	Max Funding Amounts for Bicycles (@\$1,500/bicycle)	Max Infrastructure \$ (at 200 percent)
10	\$15,000	\$30,000
50	\$75,000	\$150,000
175	\$262,500	\$525,000

Table 1.b. Example of infrastructure limits with electric micromobility devices		
Number of Electric Vehicles	Max Funding Amounts for e-bikes (at \$3,500/e-bike)	Max Infrastructure \$ (at 300 percent)
10	\$35,000	\$105,000
20	\$70,000	\$210,000
50	\$175,000	\$525,000

2. Mobility Project Voucher Agreement Timeline

Approved applicants will sign the Voucher Agreement with the Program Administrator, agreeing to be bound by the terms and conditions outlined in the Program Implementation Manual and in the Voucher Agreement. From the date the Voucher Agreement is signed (Voucher Agreement execution date), CMO will provide funding for at least 4 years of planning, construction, deployment, and service operations cumulatively. The Voucher Agreement Term and the Voucher Funding Term for Mobility Project Vouchers are defined as following:

- a. **Voucher Agreement Term** is a minimum of 5 years from the date the Voucher Agreement is executed. This includes up to 15 months for project design, planning and construction (Planning and Construction Period), and a minimum of 4 years of service operation (Project Operation Period). Clean mobility projects funded by this program must be fully operating for at least 4 years from the date of Operation Launch (when participants start using the service³³). Applicants must describe their plan and strategies for maintaining the proposed services throughout the Project Operation Period in their application.
- b. **Voucher Funding Term** is at least 4 years from the Voucher Agreement execution date. This means CMO funding can be used for all eligible costs incurred during the Planning and Construction Period and the first 3 years of the Project Operation Period. During the last year of the Project Operation Period (Year 4 of service operation) and until the voucher agreement term ends, only administrative activities can be paid by CMO voucher funds. Table 2 summarizes the Voucher Agreement timeline.

³³ If multiple service models (e.g., bikeshare and carshare) are included in the application, at least one service model must be fully launched to start the Project Operation Period.

Table 2. Mobility Project Voucher Agreement Timeline									
Voucher Agreement Execution	Voucher Agreement Term								
	Project Kick-off Meeting ¹	Up to 15 months for Planning & Construction Period	Operation Launch Date ²	Year 1 of service operation	Year 2 of service operation	Year 3 of service operation	Year 4 of service operation		
				Project Operation Period (Minimum of 4 years)					
		All approved project activities during this time will be paid by CMO Voucher (Planning and Construction Period + first 3 years of Project Operation Period)						During this time and until the end of Voucher Agreement term only administrative activities will be paid	
		Data Reporting Period (minimum of 5 years)							
		1. Kick-off only occurs after compliance with general liability insurance is confirmed by the Program Administrator. 2. Operation Launch may begin at any time during the first year of the Voucher Agreement period but must occur no later than 15 months <u>from the date of project kick-off meeting.</u>							

F. MOBILITY PROJECT PARTICIPANT (END-USERS) ELIGIBILITY

1. Vehicle Drivers

- Possess a current California Class C Driver license.³⁴
- Meet minimum requirements to drive a project vehicle as required by the Awardee (or mobility operator or fleet owner) and the insurance policy.
- Complete an initial participant survey upon enrollment.
- Complete trip surveys and participate in research as requested. Must pay required fees, if any, to use the service.

2. Bicycle/Scooter Riders

- Complete a bicycle/scooter safety guidelines acknowledgment and training if offered by the service provider.
- Complete an initial participant survey upon enrollment.

³⁴ A driver of a vanpool may operate with a Class C license but shall possess evidence of a medical examination required for a Class B license when operating vanpool vehicles.

- c. Complete trip surveys and participate in research as requested.
- d. Pay required fees, if any, to use the bike/scooter-sharing service.

3. Carpool/Vanpool Riders (Non-Driver Participants)

- a. Complete an initial participant survey.
- b. Complete trip surveys and participate in research as requested.
- c. Pay required fees, if any, to participate in the carpool or vanpool service.

4. Ineligible Participants

Participants become ineligible to operate vehicles or other project equipment upon any of the following events:

- a. Vehicle driver or bicycle/scooter rider participant becomes ineligible per terms of insurance.
- b. Vehicle driver license lapses or is revoked.
- c. Vehicle or bicycle/scooter rider is determined to be an unsafe or impaired driver/rider by the lead applicant or the service provider.
- d. Participant causes damage to a vehicle, bicycle, scooter, EVSE or other project property.
- e. Non-payment of project fees to use the system, to participate in the project, or to receive subsidies, as required by the lead applicant or the service provider.
- f. Non-compliance with project requirements. Non-compliance is determined at the discretion of the Awardee or the Program Administrator, using the Implementation Manual and terms and conditions in effect at the time of non-compliance.

G. MOBILITY PROJECT VOUCHER APPLICATION REQUIREMENTS

To make an application process more equitable and streamlined, the Mobility Project Voucher application is submitted in two phases: Phase 1 (Basic Eligibility) and Phase 2 (Final Application). Phase 1 consists of minimum eligibility requirements and Phase 2 includes complete and more detailed program requirements as described in this section. The Program Administrator will notify only applicants approved during Phase 1 of advancement to continue to Phase 2 and submit a Final Application.

This section describes the required information and documents applicants must provide and submit with their applications. The application materials will be available

before the application window is opened and can be accessed and submitted via the secure CMO online portal at www.cleanmobilityoptions.org/application. Please see [Appendix A](#) for an overview of the Mobility Project Voucher application material.

1. Phase 1 Application Requirements

- a. **Project Team Profile:** Description of the project team structure, including lead applicant and sub-applicants' organizations and individual team members with roles, responsibilities, and relationships. The description should include the connections of project team organizations to the targeted population and ties to grassroots/community-based organizations rooted in this population's culture(s) and language(s).
- b. **Project Narrative:** Description of the proposed project, service model(s), and work plan, defining the transportation and mobility challenge(s) that the project will address based on the input from community residents.
- c. **Community Transportation Needs Assessment:** Documentation demonstrating that the proposed project is responsive to the specific transportation needs of the community. The assessment must consider community preferences for mobility solutions, identified through meaningful, broad-based, and representative engagement, and prioritize community decision-making throughout project development. For fulfilling the application requirements, the key assessment activities must have been conducted within no more than 4 years of the application submittal date. Applicants must demonstrate that data sources and community engagement are adequately up to date, reflect current community-identified needs, and represent the target community for the mobility project. The community transportation needs assessment included with the Mobility Project Voucher application must include:
 - i. **Transportation Access Data Analysis:** This analysis should be based on at least one resident survey and three different community transportation accessibility indicators. Accessibility indicators may include, but are not limited to: U.S. EPA Walkability Index³⁵, vehicle ownership per household³⁶, cost of existing transit and average cost per week for fueling car³⁷, median household income³⁸, access to job opportunities³⁹, existing

³⁵ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

³⁶ 2016-2020 American Community Survey 5-Year Estimates:

<https://data.census.gov/cedsci/table?q=United%20States>

³⁷ Average fueling cost: <https://gasprices.aaa.com/?state=CA>

³⁸ 2016-2020 American Community Survey 5-Year Estimates:

<https://data.census.gov/cedsci/table?q=median%20household%20income&t=Income%20%28Households.%20Families,%20Individuals%29%3AHousehold%20and%20Family&tid=ACST5Y2020.S1901>

³⁹ Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

shared mobility services in the community (e.g., bikeshare, electric shuttle or buses, electric carshare, etc.), existing public transit stops and/or existing bikeways or designated bicycle routes.

This analysis should include a clear understanding of how the findings from the accessibility indicators impact the community, and how the findings from the accessibility indicators connect to survey responses provided by the community to uncover the community's mobility challenges. A sample resident survey for community needs assessments is available online at www.cleanmobilityoptions.org/project-development-tools/.

Note: The Program Administrator recognizes the need for flexibility in data analysis, data sources, and survey questions due to the lack of quality publicly available data and varying local conditions. The survey templates provided are not a strict list of required questions and can be modified to best suit the local community's needs. Additionally, the available U.S. Census data and other accessibility indicators needed to complete a Transportation Access Data Analysis may not accurately reflect all communities. If these conditions exist, please contact the Program Administrator for additional guidance. For example, due to varying organization capacity and project scope, additional documented community engagement activities as described below, may sufficiently capture how the proposed project is responsive to specific transportation needs of the community.

- ii. **Documented Community Engagement:** Shows documented ongoing engagement with project area residents through at least two types of engagement strategies such as community forums, in-person or virtual workshops, webinars, house meetings, focus groups, interviews, etc. Please note that creative and accessible virtual engagements are encouraged due to special circumstances when in-person interactions are limited.
- iii. **Final Report:** This report must summarize the outcomes of the assessment. The application must demonstrate a direct connection between the needs assessment conclusions included in the report and a proposed project (e.g., target community/audience, scale of project, service model). For more details see [Chapter II- Section Q](#).
- d. **Project Area Profile:** Description of residents' geographical boundaries and basic demographics (through written and/or visual means by attaching a map). If applicable, identify the disadvantaged and low-income communities by address, census tracts, or tribal land designation.

- e. **Total Requested Voucher Amount:** Only a total voucher amount requested must be included in the Phase 1 application. The current maximum award amount for each Mobility Project Voucher application is \$1,500,000. A complete Mobility Project Budget worksheet will be required during Phase 2 application submission.
- f. **Supporting Documentation for Applicant Eligibility Confirmation (where applicable):**
 - i. A non-profit lead applicant must submit:
 - 1. Evidence of their tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 (Copy of the IRS Determination Letter) and their tax-exempt status under California State law (Copy of Exemption Letter from State of California Franchise Tax Board).
 - 2. Evidence of at least one-year incorporation from the time of voucher application submission (Copy of Articles of Incorporation).
 - 3. Evidence of being registered and in active and good standing with the California Secretary of State (Copy of Statement of Information and Certificate of Status).
 - ii. If the applicant is using a needs assessment previously funded by CTNA voucher and neither the lead applicant nor any of the sub-applicants are the former CTNA Awardee associated with that needs assessment, applicant must submit a letter of support from the CTNA Awardee. A letter of support is required to confirm that the CTNA Awardee has been informed and is in support of the use of their needs assessment report for this Mobility Project Voucher application.⁴⁰

2. Phase 2 Application Requirements

Qualified applications approved during Phase 1 will be notified by the Program Administrator of advancement to proceed to Phase 2 and submit a **Final Application** by the application deadline. The Final Application consists of the following components:

- a. **Project Narrative and Team Profile Details:** This is a detailed description of the project proposal, including key activities to be conducted for planning, development, and operations. This must also include a disclosure of any

⁴⁰ Projects must rely on the service models and other community needs and preferences found from the needs assessment developed as a result of the CTNA voucher. In addition, the MPV project area must be the same or contained within the CTNA project area and the target community/audience must have been engaged in the needs assessment.

required public process for approval of the project, including who has the authority to approve, process for approval, and anticipated approval timelines. In addition, if there is an “additional transportation enhancement” component in your proposal, it should be noted in this section. Additional transportation enhancements are described in [Section E.4](#) of this manual.

- b. **Project Milestone Schedule:** This is an estimated timeline for the life of the project, including all project activities and interim steps needed to implement the project and operate the service for a minimum of 4 years. The schedule should include milestones for the planning and construction, deployment and operation, and reporting of the project's implementation. Applicants may submit a draft project milestone schedule with their application and an updated version within 1 month after voucher execution (recommended for projects still in the development stages).
- c. **Community Outreach Plan:** Detailed description of the targeted strategy to engage the identified community residents through outreach and education. Identify key partners, their roles for outreach and education, and their knowledge and experience within the community. Description of the proposed plan to engage residents during all stages of the project, promote and advertise the service to potential users, and plan for outreach to local businesses, or other stakeholders who may be affected by new construction or other aspects of the project.
- d. **Community Resource Contributions:** Applicants must demonstrate that they are prepared to supplement voucher funding with community investments in the form of “resource contributions.” Resource contributions are assets contributed to the project to support long-term sustainability to meet the 5-year Voucher Agreement Term that includes a minimum of 4 years of service operation and beyond. Assets do not need to be monetary, and applicants are not required to estimate the monetary value of the contributions but are highly encouraged to provide an estimated value where possible. To satisfy the eligibility requirements for resource contributions, the applicant must demonstrate in their application that they can provide a minimum of five of the resource types described in Table 3 below. There is no minimum dollar amount or match requirement. Resource contributions are not eligible for payment through voucher funding. Contributions must be reasonably documented in the application.

Applicants should submit at least one document from the example supporting documents listed in Table 3 to demonstrate each item (however, it is encouraged to submit as many documents as necessary to show reasonable support).

Applicants must provide evidence and tracking of their resource contributions consistent with the project reporting requirements.

Table 3. Community Resource Contributions	
Eligible Resource Contribution Types	Examples for Supporting Documentation
1. Relationships with project-relevant community groups or Community-Based Organizations (CBOs) (partnerships that are not part of core partner team)	<ul style="list-style-type: none"> • Letter of support • Memorandum of Understanding (MOU) • List of CBOs or community groups • Description of involvement / benefit to project
2. Coordination with non-CARB and non-CEC funded research initiatives that connect to clean mobility broadly and/or are project-related (during the Voucher Agreement Term)	<ul style="list-style-type: none"> • Research contracts or grants • MOUs • Research product deliverables • Data sharing agreements
3. Project-related labor costs (up to 1 year prior to voucher application submission date) for either of the following: <ul style="list-style-type: none"> • Community Transportation Needs Assessments⁴¹ • Other directly project-related labor (planning, construction, outreach, etc.) that will benefit the project 	<ul style="list-style-type: none"> • Time sheets • Budget • Task description / duty statements • Community Transportation Needs Assessment documents
4. Project-related labor costs during Voucher Funding Term ⁴² that are not paid through voucher funds, including but not limited to: <ul style="list-style-type: none"> • Partnership development and planning • Infrastructure permitting and construction • Outreach and marketing • Operations • Program management 	<ul style="list-style-type: none"> • Time sheets • Budget • Task description / duty statements • Other documentation as applicable

⁴¹ A Community Transportation Needs Assessment funded through the CMO Voucher Pilot Program *cannot* qualify as a Resource Contribution for a Mobility Project application. To use a community transportation needs assessment as a community resource contribution, the assessment must have been conducted within 1 year prior to the date of application submittal.

⁴² Labor costs counted as a Resource Contribution cannot be paid by the CMO voucher fund.

Table 3. Community Resource Contributions	
Eligible Resource Contribution Types	Examples for Supporting Documentation
<ul style="list-style-type: none"> • Executive leadership, involvement, or buy-in • Quality control, quality assurance, oversight, and accountability • Workforce training and development • Research and evaluation of project • Volunteer labor 	
<p>5. Project-related materials or assets already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term. Examples include:</p> <ul style="list-style-type: none"> • Event venues • Outreach and education expenses/assets, including but not limited to: <ul style="list-style-type: none"> ◦ Advertising ◦ Community meetings and outreach events ◦ Broadcast media ◦ Printing and mailing ◦ Travel expenses ◦ Reporting ◦ Websites ◦ Newsletters • Web platforms and software • Travel expenses • Other 	<ul style="list-style-type: none"> • Invoices • Budget • Contract • Grant agreement • Letter of commitment • Work plan • Description of benefit to project
<p>6. Technology and Equipment⁴³ already owned by project participants and/or donated to the project that will be used during the Voucher Funding Term. Examples include:</p> <ul style="list-style-type: none"> • Vehicles and associated hardware acquisition • ADA Retrofits • Necessary and appropriate workplace and safety equipment 	<ul style="list-style-type: none"> • Purchase documentation • Permits • Invoices

⁴³ Project-related technology and equipment counted as a Resource Contribution may not be paid through the CMO Voucher fund.

Table 3. Community Resource Contributions	
Eligible Resource Contribution Types	Examples for Supporting Documentation
<ul style="list-style-type: none"> • Vehicle insurance • Vehicle tracking • EVSE infrastructure • Hydrogen refueling station • Web platforms and software 	
7. Energy or fuel costs during the Voucher Funding Term (electricity or hydrogen)	<ul style="list-style-type: none"> • Energy bills • Letter of commitment • Budget
8. Donated or acquired land for infrastructure or parking spaces	<ul style="list-style-type: none"> • Applicable documentation
9. Cash from other funding sources	<ul style="list-style-type: none"> • Applicable documentation
10. Credits generated by the Low Carbon Fuel Standard (LCFS) that will be used during the Voucher Funding Term.	<ul style="list-style-type: none"> • Applicable documentation
11. Resources (after end of Voucher Funding Term) that will maintain the project through the 4-year Project Operation Period <ul style="list-style-type: none"> • See all the above for examples 	<ul style="list-style-type: none"> • See above documentation for Labor Costs • MOU • Contract • Sustainability Plan

- e. **Mobility Project Voucher Budget Worksheet:** Description of all project activities with estimated costs during the 5-year Voucher Agreement Term, itemized by project activities/tasks. Applicant must provide a clear, concise, and reasonable project budget that lists all payable activities with estimated cost and source of those funds in a logical sequence that leads to on-time completion of the project. The [Mobility Project Voucher Budget Worksheet](#) is available online on the CMO website. This budget sheet will become the basis for future payment requests.
- f. **Financial Sustainability Plan:** A description of how the project can be sustainable after State funding is spent. This section of the application should describe strategies for financial sustainability and risk management, including:
 - i. Community resource contribution documentation (as described in Section 2.d).
 - ii. Strategies to maintain the service for at least 4 years and to sustain it beyond the Project Operation Period.

- iii. Plan for ensuring vehicles and equipment continue to serve the community if operation discontinues after 4 years.

g. Supporting Documentation for Phase 2 Applications (where applicable):

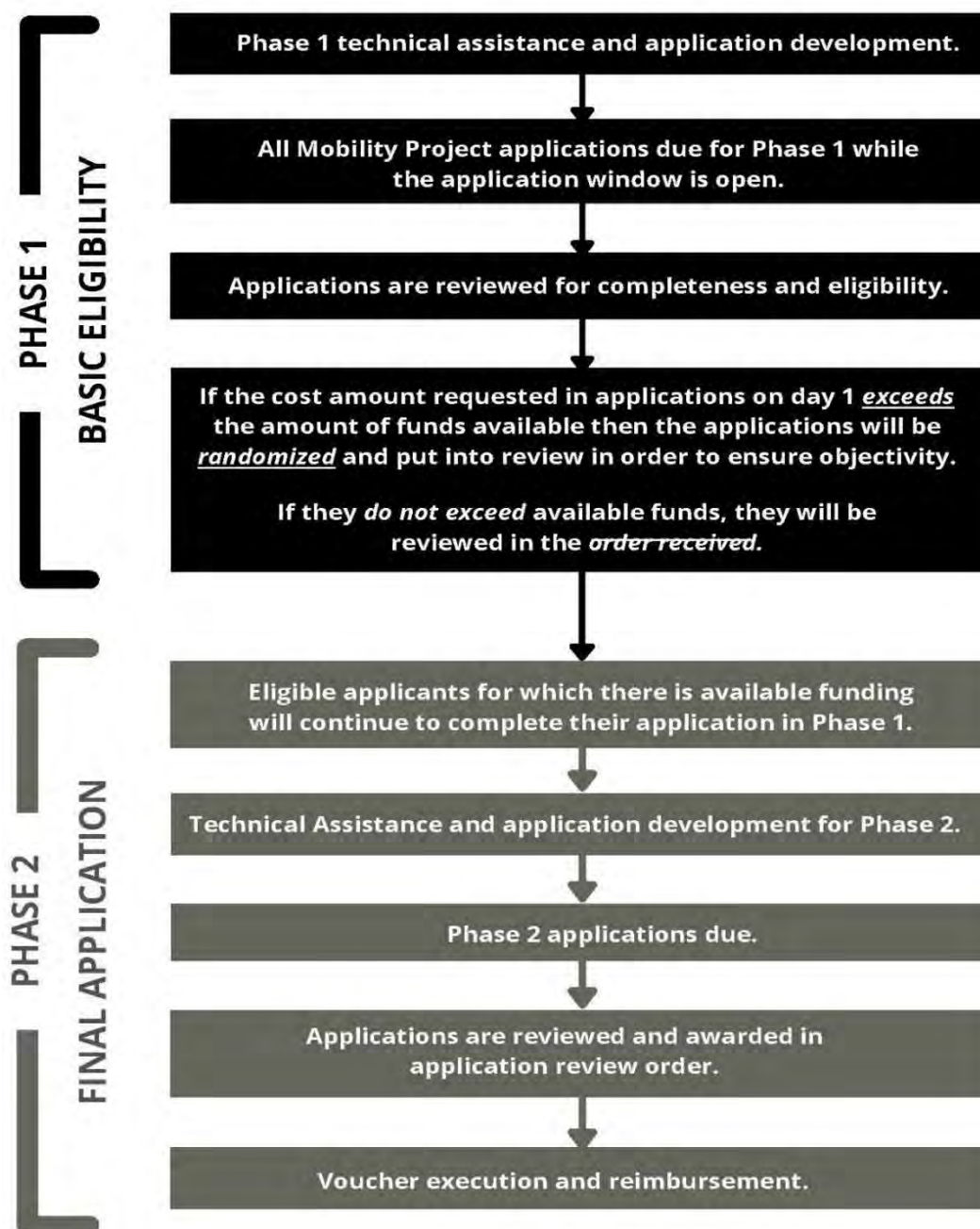
- i. If the lead applicant is not a Community-Based Organization (CBO), a letter of support from a project-related CBO or local community group is required.⁴⁴ This letter should explain how the CBO meets the minimum definition criteria listed below and demonstrates their support for the project. A project-related organization or group represents community members that will be impacted by the project or has a service background related to the type of project. Tribal applicants are exempt from this requirement. For the purposes of this program, CBO or local community group must meet a minimum of two of the following requirements:
 - 1. The organization is place-based, with an explicit geographic focus area that includes the proposed project area.
 - 2. Staff members, volunteers, or Board members reside in the community where the project is located.
 - 3. The organization has a demonstrated track record of at least one year providing services in the proposed project area.
- ii. If the lead applicant is a non-profit organization, they must submit a letter of commitment from a local or regional public agency that provides specific examples of how that agency will actively engage in project implementation. Sample letters are available on the CMO website at <https://www.cleanmobilityoptions.org/application/>.
- iii. All sub-applicants and project partners on the application must provide a letter of commitment to express their support and commitment to the lead applicant and the proposed project. This letter must include the sub-applicant's specific roles and responsibilities in the project.

H. APPLICATION SUBMITTAL AND EVALUATION PROCESS

Figure 1 (next page) provides an overview of the Mobility Project Voucher application evaluation process.

⁴⁴ Please note that public agencies are not considered CBOs.

Figure 1- Mobility Project Voucher Application Evaluation Process



- a. Phase 1 Applications will be accepted starting at 9:00 am Pacific Time (PT) on a date to be announced and posted on the CMO website at www.cleanmobilityoptions.org for each funding cycle (application window). Applications that meet minimum eligibility criteria will be deemed qualified. Qualified applications will be approved on a first-come, first-served basis, pending availability of funds. Approved applications then will be notified by

the Program Administrator to continue to Phase 2 Final Application submittal process⁴⁵.

- b. During Phase 1 application window, if applications received on the first day (11:59 pm PT by the same day) exceed the total funds available, the processing sequence for all applications submitted on the first day will be randomized and reviewed in the new randomized order to ensure equitability⁴⁶. As a result, the final review order for evaluating applications will consist of all applications received on the first day in randomized order followed by timestamped applications received after the first day. Qualified applications will then be approved based on the final review order, pending availability of funds.
- c. Applicants are highly encouraged to submit applications and supporting documentation by using the secure CMO online portal <https://cleanmobilityoptions.org/mpv-application/>. However, hard copy applications are also accepted via mail to the address below.
 - i. Applicants may mail their application and supporting documentation to the Clean Mobility Options, address: CALSTART, 48 South Chester Avenue, Pasadena CA 91106.
 - ii. If mailed, submittal date will be determined by U.S. mail postmark. For security purposes, supporting documents that are sent on removable media (flash drives, CDs, DVDs, etc.) will not be accepted.

Note: Applications are not accepted by email.

- d. Applications submitted through CMO online portal will instantly receive an automatic confirmation email. The Program Administrator will send an email notification to all applicants who submit their application by mail that their submission has been received within five calendar days of receipt. The Program Administrator will aim to notify applicants of the status of their application within 8 weeks.⁴⁷ CARB may extend the submission period at its sole discretion.
- e. Timestamps are recorded in the following manner:

⁴⁵ After funding is exhausted, unawarded qualified applications may be prioritized for future funding opportunities. However, the applicant understands and agrees that there is no guarantee that any additional funding opportunities will be available, and that CARB cannot provide assurance of future program funding.

⁴⁶ Randomization is achieved using a trusted method from [Random.org](https://random.org/).

⁴⁷ Depending on the number of applications submitted, it may take longer to respond to applicants; however, the goal is to notify applicants as soon as possible.

- i. Online application submission: applications submitted via CMO online application portal will be timestamped at the time of submission and confirmed with an immediately sent confirmation email to the applicant with a copy to application@cleanmobilityoptions.org
- ii. Submission by mail: applications submitted by mail will be timestamped according to the postmarked date and time. Applicants may submit a copy of their postage submission receipt and make the request in writing that their receipt serves as the postmark date and time.

Note: Phase 1 applications received before the date and time of submission window opening will not be accepted. The CMO online portal allows the applicant to save progress while completing an application, return to complete at the later time, and share the application among team members. Applicants will need to manually submit applications on the date and time announced. The “submit” function will be enabled once the application window opens.

- f. During the Phase 1 application screening period, the Program Administrator may ask applicants to make minor corrections or clarifications (such as, clerical errors, miscalculations, missing signatures) if needed without losing their recorded timestamp or placing order. All eligible applicants must submit their clarification documents or modified application within 5 calendar days of receipt of their notification.
- g. If the Program Administrator determines, at its discretion, that a clarification document requires CARB review, CARB may ask the applicant for additional information, in which case the time given for clarification or corrections will be the same as described previously.
- h. Set-aside Funds:⁴⁸
 - i. Applications from Tribal Governments: There is a set-aside fund specifically for eligible tribal governments. After application screening is complete, if unused funding remains in this particular allocation, it may be reallocated to either funding eligible needs assessment projects from tribal applicants or eligible mobility projects from non-tribal applicants. If there is still an unused amount after that, it will be returned to the general pool of funds. Please visit <http://www.cleanmobilityoptions.org/> for current available funding amount.

⁴⁸ If program receives additional funding, there may be more set-aside appropriations in addition to listed here, including additional fund for unfunded eligible applications from previous CMO application windows.

- ii. Applications from Window 1 Community Transportation Needs Assessment Voucher Awardees: There is a set-aside fund specifically for eligible mobility projects in previously funded CTNA Awardee communities. After application screening is complete, any unused funding remaining in this particular allocation may be reallocated to either funding eligible mobility projects or eligible needs assessment projects. If there is still an unused amount after that, it will be returned to the general pool of funds.⁴⁹
- iii. Window 1 MPV Awardees: There is a set-aside fund specifically for current MPV funded projects. Window 1 MPV Awardees are eligible for up to \$500,000⁵⁰ in additional funding for their current funded project without submitting a new application. The additional funds for Window 1 MPV Awardees may be applied to a variety of eligible activities related to insurance compliance, capital acquisition, planning and operations, administration, outreach and marketing, participation in the CMEA meetings and other program activities only in support of the project scope outlined in their voucher agreement. Awardees must submit an updated financial sustainability plan and a revised budget that justifies the need and use of additional funds based on the current approved milestone schedule and budget to the Program Administrator for review and approval within 90 business days of receipt of their notification email. The Program Administrator will work with each awardee to process their voucher agreement amendment.
- i. Ineligible Applications: Applications that do not meet minimum eligibility criteria will be rejected. The Program Administrator will aim to notify ineligible applicants within 4 weeks after the review process is completed. The Program Administrator may provide feedback and guidance to rejected applicants regarding how to improve the quality of their applications to meet the CMO eligibility criteria.
- j. Application Withdrawal During Screening Period: In the event that an applicant wishes to remove their application from consideration, the applicant must submit a written request to withdraw their application to the Program Administrator and submit it to application@cleanmobilityoptions.org.

⁴⁹ Eligible tribal government CTNA applicants will first be considered in the set-aside fund for tribal applicants, and if oversubscribed, then considered in the set-aside fund for CTNA Awardees.

⁵⁰ Window 1 MPV awardees who have less than \$1M in voucher funding in their current voucher agreement are eligible to apply for more than \$500k. However, the total voucher award cannot exceed \$1.5M in their amended voucher agreement.

Note on Duplicate Applications: During Phase 1 Application, if the Program Administrator receives more than one application with the same service model in the same project area, the first qualified application received may be approved for funding and other application(s) may be rejected⁵¹. For example, if two applications request funds for bikeshare service in the same project area, only the first application may receive fund. The Program Administrator may contact applicants in the event of a duplicated applications for further clarification before disqualifying any of the applications.

I. VOUCHER AGREEMENT PROCESS

1. Voucher Award and Mobility Project Voucher Agreement

Lead applicants who are awarded vouchers are deemed Awardees. The Program Administrator will send a Notice of Intent to Award to all Awardees within six weeks after the Phase 2 evaluation process is completed.⁵² Awardees are required to sign and execute the Voucher Agreement with the Program Administrator no more than 180 calendar days from the date of a Notice of Intent to Award.

The Executed Voucher Agreement is an Awardee's signed contract with the Program Administrator to meet program requirements throughout project development and implementation. The Voucher Agreement is subject to material terms related to compliance with the California Environmental Quality Act (CEQA). Further, the Voucher Agreement will prohibit payment of any funds under the agreement should the Program Administrator or CARB find that the applicant cannot meet CEQA requirements described in [Appendix D](#) of this manual. Upon finalization of the Voucher Agreement, the Program Administrator will generate a list of required documentation that the Awardee must complete and provide in order to submit voucher payment requests. The Voucher Agreement terms are not negotiable, and Awardees must abide by all the requirements in the Voucher Agreement and the CMO Implementation Manual, including all applicable terms and conditions set forth in [Chapter III](#) of this manual.

The Executed Voucher Agreement is the Program Administrator's promise to pay Awardee for approved costs and project activities according to Awardee's project scope and budget contingent on meeting all the terms and conditions set forth in this manual and the Voucher Agreement (among other things, on the requirement that the Awardee demonstrates the project is exempt from CEQA). The [Sample Executed Voucher Agreement](#) will be available on the CMO website.

⁵¹ Applications are considered to have the same project area if there is any geographic overlap in the proposed eligible project area. This does not include any area outside the project area where services may operate.

⁵² Depending on the number of applications submitted, it may take a longer period to respond to applicants; however, the goal is to notify applicants as soon as possible.

2. Supporting Documents Required for the Voucher Agreement Execution

When applicants are approved for voucher awards, they must submit additional supporting documents before the Voucher Agreement can be executed. The Program Administrator will provide the list of required documents for each Awardee prior to signing the Voucher Agreement. These documents include, but may not be limited to:

- a. For applicants who are non-profit organizations and public agencies:
 - i. Approved Resolution or documentation of approval of the project from the governing board that will commit the agency/organization to comply with the requirements of the program; to accept the funds; and to allocate any funding that the Awardee has committed to be part of a project plan upon executing the Voucher Agreement.⁵³
 - ii. Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#) are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.
 - iii. Additional documentation (e.g., permits, fiscal sponsor agreements, sub-contractor agreements) may be required based on applicant type, project approach and service model.
- b. For Tribal government applicants (where applicable):
 - i. Approved Resolution or documentation of approval of the project from the tribal council or tribal chairperson before execution of the Voucher Agreement. A tribal council can refer to the tribal governing body or primary decision-making executive, such as President/Governor, but must be the highest level of leadership within the tribal unit, individually or as a council. For funds awarded to a Federally Recognized Tribe, a fund transfer to the Bureau of Indian Affairs (BIA) may be necessary.
 - ii. BIA Consent: Federally Recognized Tribal applicants shall obtain Bureau of Indian Affairs consent to the applicant's execution and recordation (as applicable) of all required documents that are subject to 25 C.F.R. Section 152.34 or 25 C.F.R. Section 162.12, all before execution of the Voucher Agreement.
 - iii. Limited Waiver of Sovereign Immunity: For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity

⁵³ If the public agency or non-profit organization does not have a governing board, then a binding written commitment from an authorizing official of the agency/organization will be required to fulfill this requirement.

agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the Voucher Agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument. The Program Administrator will provide the template and must be attached to the Resolution and signed by CARB's Executive Officer.

- iv. Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#) are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.

3. Voucher Funding Expiration

Awardees can submit payment requests for approved costs and project activities during the 4-year Voucher Funding Term at any time during the Voucher Agreement Term in accordance with their project milestone schedule and voucher redemption requirements in the Voucher Agreement.

- a. **Extension Request:** If the Awardee experiences unforeseen circumstances that delay a project (such as prolonged infrastructure permitting, underground issues during construction, etc.), Awardee may request to extend the Voucher Agreement Term 90 days beyond the 5-year Voucher Agreement Term.
- b. **Operations Launch:** Projects must launch operation of the service model for end-users within 15 months of an official kick-off meeting date. Operations Launch date is the date is when participants first begin using the service(s). If multiple service models are included in the project, then at least one must have been fully launched to start the Operation Period. Awardees must receive a Notice to Launch Services confirmation from the Program Administrator before beginning service operations. The Notice to Launch Services confirmation includes the date of Operations Launch, confirms Awardee has completed relevant orientation meetings (e.g., kick-off meeting, finance training, etc.) and submitted all materials needed for launch. Awardee must receive the Notice to Launch Services confirmation from the Program Administrator at minimum one week before the Operations Launch Date (before any operations begin).

J. VOUCHER REDEMPTION REQUIREMENTS

1. Payment Request General Requirements

Voucher payments will be made to Awardees based upon payable tasks/milestones with associated approved costs per the Voucher Agreement's scope of work after

Voucher Agreement is executed and all required insurance items are deemed compliant. The Voucher Funding Term is at least 4 years from the date that Voucher Agreement is executed. This means CMO funding can be used for all approved costs during the Planning and Construction Period and the first 3 years of service operation. During year 5 and until the end of the Voucher Agreement term, only administrative activities can be paid by CMO voucher funds.

Sub-applicants and other contractors and vendors may be eligible for direct payment as “Registered Vendors” but must be approved by the Program Administrator prior to submitting payment requests (See Section [J.3.g](#) for more details).

To receive voucher funding, Awardees must submit a Payment Request Form according to the type of cost incurred ([Payment Request Form](#) will be available on the CMO website).

Awardees may begin to submit payment requests when costs are incurred, and corresponding insurance requirements are met. For example, if the payment request is associated with the vehicle purchase, awardee must be in compliance with CMO vehicle insurance requirements in order to be reimbursed. Payment request must include detailed documentation of deliverables in accordance with the payable task/milestone schedule per Voucher Agreement terms. Please note that only administrative costs can be paid for work between the voucher execution date and insurance compliance. Examples of administrative activities include but are not limited to time spent on insurance compliance, orientation meetings, and CMEA attendance.

The following supporting documents are required where applicable to demonstrate that costs have been incurred and work/milestone is completed:

- a. **Vehicles:** Payment requests for vehicles, bicycles, scooters, or other micromobility devices must include a purchase invoice or lease agreement, proof of ownership (i.e., copy of vehicle registration or leasing documents), proof of insurance, and vehicle identification number. Awardees must notify the Program Administrator once they have taken possession of all their voucher-funded vehicles. All vehicles must be registered in California and comply with CMO insurance requirements and vehicle eligibility requirements described in this manual. To request payment for vehicle costs, Awardee must submit completed MPV Capital Cost Reimbursement Form, along with supporting documentation. This form will be available on the CMO website.

If Awardee requests that payment be assigned directly to the third-party registered vendor (see Section [J.3.g](#) for more details), Awardee should work with the Program Administrator to arrange for submitting their proof of vehicle ownership and other required supporting documents in a timely manner.

- b. **Infrastructure:** Payment requests for infrastructure may include equipment costs, labor costs, and fees related to construction and installation. Where applicable, payment requests for infrastructure must include proof of purchase, proof of ownership (i.e., copy of registration documents and photo of installation), site's location and address, proof of obtained permits and permissions to install infrastructure at the location from the site owner and any other responsible entity (including EVITP requirements and relevant public agency in the case of public right-of-way), and CEQA documents (including the notice of exemption documents and CEQA Worksheet). All infrastructure equipment must comply with infrastructure eligibility requirements described in this manual.

Note: The Voucher Agreement will prohibit payment of any funds under the agreement should the Program Administrator or CARB find that the Awardee cannot meet the CEQA requirement described in Appendix D of this manual. If no permits/permissions are required, a declaration of such must be included.

- c. **Solar PV Infrastructure:** In addition to the documentation for infrastructure stated previously, payment for solar PV installation is also contingent on providing at least one of the following supporting documents:
 - 1. A copy of the official Permission to Operate (PTO) notification from the local electric utility, AND a signed compliance affidavit that the solar PV system complies with all program regulations or,
 - 2. Alternatively, if the solar PV system is receiving funding from the Solar on Multifamily Affordable Housing (SOMAH) Program, a copy of the submitted SOMAH Incentive Claim Form (ICF-V1-2019) along with all required attachments and affidavits.
- d. **Other approved activities:** To request payment for other project activities, Awardees must submit completed Payment Request Form, along with supportive documents of completed tasks and deliverables in accordance with their Voucher Agreement terms⁵⁴.
- e. **Updated Project Milestone Schedule:** Awardees may be asked to include an updated Project Milestone Schedule when submitting a payment request only if there are any major changes in project timeline or milestones. The milestone schedule itemizes each approved activity (capital, outreach, operation, voucher administration, etc.) and the date(s) applicant plans to request payment for each during the Voucher Agreement Term. The schedule must include at least one payable milestone (e.g., a single payment) and could include up to

⁵⁴ Labor cost reimbursement may need to include verification of pay rates supported by payroll documentation, includes staff hours used and billed along with their hourly rates.

36 milestones (e.g., monthly payments for 3 years). The [Project Milestone Schedule template](#) will be available on CMO website.

- f. **Timely Submission of Quarterly Status Reports:** Awardees must meet all requirements for project documentation in order to receive payment, including timely submission of Quarterly Status Reports, responses to any outstanding data collection, survey responses and/or other supporting documents required by the Program Administrator, CARB or CEC. Awardees must complete and submit a Quarterly Status Report at least quarterly, including contents and the schedule described in [Section K.1](#).
- g. **Other Supporting documents (if applicable):** Awardees may be required to submit other supportive documents, if necessary, as part of payment requests, including:
 - i. Supportive community input on infrastructure and service that are located outside of the project area.
 - ii. Vehicle and equipment updated insurance requirements if applicable.
 - iii. EVITP certification of electricians installing charging infrastructure.
 - iv. Additional documentation may be required based on the project type and location.

2. Compliance with the Voucher Agreement Terms and Conditions

Awardee must attest that the project complies with all program terms and conditions set forth in this manual and the Voucher Agreement. If the owner of vehicle(s) or micromobility devices (Fleet Owner) is different from the Awardee, a Fleet Owner must also agree that they will abide by the terms and conditions of the Voucher Agreement.

The Voucher Agreement and Payment Request Form are legally binding and enforceable agreements to meet the requirements of the program. Awardee is responsible for ensuring the accuracy of the vehicles, micromobility devices, equipment, and all subcontractors' information on the Voucher Agreement and Payment Request Form that are submitted to the Program Administrator. Submission of false information on any of these forms may result in cancellation of the Voucher Agreement and recapturing of funds. In addition, CARB and/or CEC may seek other remedies available by law.

3. Payment Request Timing

- a. **Minimum and maximum number of payments:** Awardees may choose the date and frequency of their payment requests. At minimum, Awardees must submit

one payment request confirming to the general requirements above in order to receive payment. Submission of at least one payment request per quarter is recommended. Please note that payment request submittals for eligible activities during the Voucher Funding Term (up to 15 months for Planning and Construction + first 3 years of service operation) can be made at any time during the 5-year Voucher Agreement Term.

- b. **First payment request:** The first payment request submitted may be for planning, capital (i.e., vehicles or infrastructure) and/or other project activities. The first payment request can only be made after insurance is fully compliant. Requested payments may include administrative activities conducted after voucher execution and before insurance compliance. At the time of the first payment request, Awardees must demonstrate that all applicable documents listed in [Section J.1](#) are submitted and provide any additional supporting documents required by the Program Administrator.
- c. **Payment request(s) 3 months after the voucher execution date:** Awardees that did not include an experienced partner in their application (a team member who has at least one year of experience operating mobility services) must have a contract with an entity listed in the [Clean Mobility Directory](#) (or an entity who meets the minimum qualification criteria to be on the Directory but is not currently listed) within 3 months of the Voucher Agreement execution date.

Awardees cannot request a payment associated with capital costs (vehicles, micromobility devices, and infrastructure) until a mobility operator is under contract. In addition, Awardees may only be paid up to total \$10,000 for any other activities (such as, planning, outreach, and voucher administration) incurred before fulfilling this requirement.

Any payment requests after 3 months of the voucher execution date are contingent upon and will be processed only if the Awardee provides documents that a contract with either a Directory entrant or a mobility operator is in place.

- d. **Payment requests 15 months after the kick-off meeting date (deadline for Operations Launch):** Projects must launch full operations of the mobility service(s) for end-users within 15 months of an official kick-off meeting date. That means within 15 months following the kick-off meeting date, Awardee must notify the Program Administrator that a milestone for the Operations Launch is met by confirming all requirements for Launch are met. A Notice to Launch

Services confirmation will be sent from the Program Administrator team at minimum one week before service operations may begin.⁵⁵

- e. Payment requests after 50 percent of awarded funding is expended: Before requesting any payment from the second half of awarded voucher funds, applicants must provide an attestation that the project has secured all needed permits, met required milestones, and the community resource contribution documents are current.
- f. Final payment request: Awardees can make their final payment request within 30 calendar days after the end of the Voucher Agreement Term. Any unrequested funds remaining at that time will expire and may be reallocated at CARB's discretion.

Note: Awardee may request a deadline extension for an additional 3 months beyond any of the expiration dates mentioned above. The extension request(s) must be submitted to the Program Administrator in writing at least one month prior to the expiration date(s). The Program Administrator will review and approve extension requests on a case-by-case basis.

- g. Direct payments to third parties: In order to assist Awardees with managing cash flow, Awardees may request that payments be assigned directly to third-party Registered Vendors. In the event of such payment assignment, the following conditions apply:
 - i. Awardee and the Program Administrator must approve a party to be designated as a "Registered Vendor" in advance of making an associated payment request.
 - ii. To be eligible as a Registered Vendor, the party must be an incorporated business in good standing with the California Secretary of State and not be barred from other CARB or CEC programs.
 - iii. To become a Registered Vendor, the party must complete a registration form agreeing to program terms and conditions. The registration form and other required documents will be available on CMO website.
 - iv. To assign a payment to a Registered Vendor, Awardee must submit a completed Third-Party Vendor Payment Assignment Registration Form that indicates which funds should go to the vendor as an assigned payee. Both the Awardee and vendor must sign the form.

⁵⁵ A Notification to Launch Services is a confirmation email from the Program Administrator that the Awardee completed and submitted all relevant items for Operations Launch.

- v. Awardee must agree to payment terms with the Registered Vendor directly.
- vi. Program Administrator assumes no risk of fees for late payment and faces no liability for damages or injunctive relief in the event of late payment or other terms with qualified vendors.
- vii. Awardee is responsible for general terms and conditions, duties, and requirements associated with the equipment or other purchase.

4. Project Design and Budget Modifications

After the Voucher Agreement is executed, Awardees may request approval to amend their project design or budget on a case-by-case basis. Line-item shifts of up to 25 percent of each expense category may be made by the Awardee during the Voucher Agreement Term with the Program Administrator's approval, as long as the total voucher amount is unchanged and all other voucher redemption requirements are met. If the line-item shift is more than 25 percent, applicants must justify the reason for the amendment. No amendment or variation of the terms of the Voucher Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement is binding on any of the parties.

5. Enforcement of Vouchers

- a. Awardees are responsible for meeting the terms and conditions set forth in the Voucher Agreement and this manual. Vouchers and funds are awarded on the condition of several responsibilities. The Program Administrator may cancel the Voucher Agreement if the Awardee fails to meet the program terms and conditions.
- b. CARB, CEC and the Program Administrator have oversight responsibility for the CMO Program. The Program Administrator acts as CARB's designee. For references to the CEC's oversight, enforcement, audit, and other associated rights throughout this Manual, this only pertains to projects funded partially or wholly by CEC.
- c. CARB, CEC and the Program Administrator reserve the right to conduct site visits, evaluation, review, or an audit of the project over the term of the Voucher Agreement.
- d. CARB and CEC, as intended third-party beneficiaries, reserve the right to enforce the terms of the CMO at any time during the Voucher Agreement term.
- e. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of

the State of California. CARB, CEC or their designees may recoup the CMO voucher funds which were received based upon misinformation or fraud, or for which the lead applicant or its subcontractors, mobility service provider, or vehicle and equipment purchaser or lessee is in significant or continual non-compliance with this Implementation Manual or State law. If an applicant is found to provide misinformation or fraudulent documents, CARB or its designee reserves the right to forward applicant or voucher recipient information to the Franchise Tax Board or other appropriate agency. Applicants and voucher recipients should also be aware that the California False Claims Act permits the Attorney General to bring a civil law enforcement action to recover treble damages and civil penalties against any person who knowingly makes or uses a false statement or document to either obtain money or property from the State or avoid paying or transmitting money or property to the State. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with project requirements or fraud which includes attempted fraud.

6. Case Evaluation

Applications that have been denied by the Program Administrator may request a case evaluation within 10 calendar days of the date that application was denied. The letter must set forth all facts that form the basis for the case evaluation request. If the only basis for a case evaluation request is that the applicant disagrees with the policies or requirements set forth in the Voucher Agreement or the Implementation Manual, there is no basis for a case evaluation request. A formal letter requesting a case evaluation must be postmarked within 10 calendar days from the date that the application was rejected and be mailed to the following:

CMO Case Evaluations

Mobile Source Control Division 5th floor

1001 I St., Post Office Box 2815

Sacramento, California 95812

Electronic submissions via email to cmo-appeals@arb.ca.gov are highly encouraged. However, requests by fax or phone will not be considered. During a case evaluation, CARB staff seek to determine whether or not the Program Administrator's decision comports with CMO terms and conditions and the Implementation Manual. The CARB Project Liaison will provide a written response to the request within 60 calendar days of receipt. Depending upon scope and complexity, some case evaluations can take longer to complete. CARB's decision shall be final and binding.

K. REPORTING REQUIREMENTS

Awardees must provide information on project implementation to the Program Administrator on a regular basis, beginning after Voucher Agreement execution throughout the 5-year Voucher Agreement Term. Awardees must also submit an end-of-project Final Report 30 days before project completion (or Voucher Agreement end date, whichever occurs sooner). This section addresses the datasets and reporting mechanisms for satisfying these requirements.

1. Reporting Procedure

- a. **Quarterly Status Reports:** Project data must be reported to the Program Administrator at least quarterly throughout the 5-year Voucher Agreement Term. Data will be included and/or attached with quarterly status reports. During the Voucher Agreement Term, these reports may be required in order to redeem vouchers and request payments. Quarterly status reports must include the following:
 - i. Description of progress on the project, including expected (or past due) launch date, any realized or expected delays to meet project milestones, and deviations from community outreach plan.
 - ii. Description and documentation of Community Resource Contributions delivered in the previous quarter.
 - iii. Data on vehicles, equipment, travel activity, outreach, and jobs creation as described in [Appendix F](#). Data Collection Requirements.
 - iv. Number and type of any transportation enhancement incentives provided or deployed.
 - v. The Program Administrator may require that data be reported in specific formats and will provide templates or other tools in support of these specifications where feasible. The Program Administrator may also accept data directly from the project's mobility service provider when the Awardee grants permission for data to be transmitted directly.
 - vi. Quarterly status reports and all data reporting are due on set dates throughout the Voucher Agreement Term. Awardees should collect data up to 15 days prior to reporting submission date. If the date falls on a weekend, the report is due on the following Monday.⁵⁶

⁵⁶ The first Quarterly Status Report is due after the first full quarter of project activities has been completed. The Program Administrator will notify Awardee of their first reporting period due dates after voucher execution.

- vii. A program feedback survey will be issued to support the program evaluation conducted by the Program Administrator. The survey responses will be required as part of project status reporting and will be administered on a frequency determined by the Program Administrator. The survey will cover overall program satisfaction, technical assistance, CMEA, and other program components. See [Appendix F](#), Section F-2.E for sample question topics.
- b. Final Report: A Final Report must be received by the Program Administrator 30 calendar days before Voucher Agreement end date, or 30 calendar days prior to project completion date, whichever comes first. The Final Report must have the following information at a minimum:
 - i. Overview of the project from inception through project end, including project background, partnerships, and funding sources.
 - ii. Table and narrative of project milestones.
 - iii. Results of initial participant survey and updates, including intake/sign-up survey, post-trip survey and user survey.
 - iv. Changes in participant knowledge of and acceptance of advanced technology clean vehicles.
 - v. Electricity and fuel usage information for project vehicles, chargers and other refueling equipment.
 - vi. Jobs and workforce development.
 - vii. Other co-benefits to the identified disadvantaged, low-income, or tribal community as mutually agreed upon between the Awardee and the Program Administrator.
 - viii. Accounting reports, including expenditure, and supporting documentation.
 - ix. Best practices and lessons learned.
 - x. Other data required by the Program Administrator, CARB or CEC to estimate GHG emission reductions.

Note: Final Reports may be published on CARB's and CEC's websites. The reports should be polished documents that are accessible, readable, and meet ADA requirements consistent with those that are published on CARB, CEC, and affiliate websites. The Program Administrator will provide formatting requirements to all Awardees.

2. Required Datasets

Types of data required for project status reporting to the Program Administrator are detailed in [Appendix F](#). Data Collection Requirements. Required data will vary depending on different phases of the project, as described below.

- a. During the Planning and Construction Period (pre-operation launch), the following subsets of data from Appendix F must be reported where applicable:
 - i. Section F-2.E Community Engagement Survey
 - ii. Section F-3.A Vehicle and Infrastructure Equipment Specifications
 - iii. Section F-3.C Job Creation and Workforce Training
 - iv. Section F-3.D Membership/Participation Data (if sign-ups occur prior to launch)
 - v. Section F-3.E Community Engagement and Outreach
- b. During the Project Operations Period (post-launch), all data points from Appendix F must be reported.

3. User Surveys

Awardees must administer user surveys throughout the Project Operations Period. Surveys must be administered to each project user at the time of the user's enrollment or first-use of the service. Subsequent to this enrollment survey, at least annually, surveys must be administered to all users. Survey questions provided by the Program Administrator will reflect the requirements in Appendix F and will be worded consistently across all surveys over time.

The Program Administrator will provide all required survey templates. These include intake/sign-up survey, post-trip survey and user survey. While Awardees are encouraged to include customized questions in the user survey based on local goals, the surveys will include a set of questions required by the Program Administrator. The Program Administrator will host the survey on a secure third-party platform. A no-cost license for the platform will be provided to the Awardee.

4. GHG Emissions Quantification

The Program Administrator will calculate an initial estimated GHG emission reduction for each project based on data provided by the lead applicant, using the most updated quantification methodology developed by CARB. Minimum data requirements are found in [Appendix F](#), Section F-1. Any further requirements will be provided to lead

applicants after Phase 1 of the application process is completed. The Program Administrator may request GHG emissions data to be submitted during Phase 2 of the application process. Depending on the service model(s) and the transportation components, additional information may be required after the Voucher Agreement is executed to finalize this quantification. Final submission of GHG emissions quantification data is required before the first Quarterly Status Report or Operations Launch, whichever occurs first.

CHAPTER II. COMMUNITY TRANSPORTATION NEEDS ASSESSMENT VOUCHER

This chapter contains eligibility criteria and program guidelines specific to the Community Transportation Needs Assessment Voucher (Needs Assessment Voucher or CTNA). The Needs Assessment Voucher is intended to support under-resourced communities in evaluating transportation gaps and identifying mobility challenges, needs, preferences, and priorities of local residents. This voucher award enables applicants to conduct a comprehensive needs assessment and if applicable begin planning and developing a reliable mobility project that help residents overcome these challenges. Needs assessments may address transportation solutions beyond just those that are eligible for CMO Mobility Project Voucher funding.

Meaningful and representative community engagement is crucial to ensuring that residents' feedback in under-resourced communities directly inform transportation planning and guides investments.

A needs assessment project should build capacity in the community by providing education to residents on clean transportation and mobility options, so that residents are fully informed and can play a meaningful role in transportation planning and decision-making in their community. Needs Assessment Voucher recipients must identify community transportation challenges, needs, and priority solutions by directly engaging residents. As appropriate, the educational component should include building awareness of clean transportation opportunities available to residents, such as clean vehicle purchase incentives.

A needs assessment project includes conducting quantitative data analysis, direct community engagement, and presenting results in a report that sets the groundwork for clean transportation investments in a community. Needs assessments should be an iterative process that builds trust and develops relationships between project implementers, local decision-makers, community representatives, and residents. Needs Assessment Voucher recipients can use the information and feedback from their assessment to prepare a Clean Mobility Options project voucher application, or another applicable project or grant application that will benefit their community.

L. APPLICANT ELIGIBILITY

1. Lead Applicant

The lead applicant is defined as the organization to whom the voucher fund will be assigned to and who will enter into an agreement with the Program Administrator. The lead applicant organization will assume responsibility for the administration of voucher funds, managing the project activities, meeting project milestones, and taking an overall lead in coordination among partners to achieve the goals of CMO Voucher Pilot Program. The lead applicant may partner with other organizations to apply for a Needs Assessment Voucher. If an application is awarded, the lead applicant will be the primary voucher recipient (Awardee) responsible for project performance. The lead applicant must be either a public agency, non-profit organization, or Tribal government consistent with the criteria below:

- a. Non-profit organization that qualifies for tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 and are also tax-exempt under California state law, consistent with the following requirements:
 - i. The non-profit organization must have been incorporated for at least one year prior to the time of application submittal.
 - ii. Non-profit organizations must at all times be registered and in active/good standing with the California Secretary of State.⁵⁷
 - iii. The organization must be based in California or have at least one full-time staff person based primarily in California.
 - iv. If the entity is an unincorporated non-profit or is not registered at the time of application submittal, they must utilize a fiscal sponsor to serve as a lead applicant and conduct financial management and administrative functions for them on their behalf. The fiscal sponsor must be tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law, and also registered and in active/good standing with the California Secretary of State.
- b. Tribal governments, including all Federally Recognized Tribes in California listed on the most recent notice of the Federal Register, and other non-federally recognized California tribal governments, including those listed on the California

⁵⁷ Certain non-profits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

Tribal Consultation List maintained by the California Native American Heritage Commission.

- c. Federal, State, or local government entities based in California, including but not limited to, City, County, Metropolitan Planning Organization, Council of Government, Joint Powers Authority, local or regional transit agency, local Air Quality Management District or Air Pollution Control District, and public school District.
 - i. Local special purpose districts such as school districts or library districts can apply independently of the city or county with which they are associated.
 - ii. Individual departments within an agency (such as a City Transportation Department), or individual facilities within a special purpose district (such as a library or school), can participate with their governing agency or district as the lead applicant. They are not considered distinct applicants from their governing body.

Please note that each lead applicant may only submit **one** application for the Needs Assessment Voucher during each application window, except when the project area is in an unincorporated community, where no city government represents the project area (please note that for the purposes of this program, tribal land is not considered an unincorporated community). In this instance, eligible lead applicants may submit up to three applications only when all proposed project areas are entirely within unincorporated County jurisdiction.

The lead applicant may participate as a sub-applicant in other applications.

2. Sub-Applicant

Sub-applicants are project partners who are sub-contracted by the lead applicant organization for specific purposes and/or services. They enter into a partnership with the lead applicant and other eligible organizations to apply for the Needs Assessment Voucher funding. Sub-applicants may include but are not limited to organizations that provide community outreach services, transportation planning, technical assistance, and data analytics. Sub-applicants may be public, private, tribal governments, or non-profit organizations.

- a. All sub-applicants must provide a letter of commitment to express their support and commitment to the lead applicant and for the proposed project. This letter must include the sub-applicant specific roles and responsibilities the sub-applicant will be providing in the project.

- b. A single entity may participate as a sub-applicant in multiple applications.
- c. All non-profit and private organizations must be registered and in active/good standing with the California Secretary of State at the time of application submittal. If the entity is an unincorporated non-profit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law and also registered and in active/good standing with the California Secretary of State to perform financial management and administrative functions for them on their behalf.

M. PROJECT AREA ELIGIBILITY

Eligible project areas for the Needs Assessment Voucher are identical to those eligible for the Mobility Project Voucher. Eligible project areas are within at least one of the following geographies:⁵⁸

1. [SB 535 Disadvantaged Communities](#).
2. [AB 1550 Low-income Communities and Low-income households](#).
3. Tribal lands, only when within SB 535 Disadvantaged Communities or AB 1550 Low-income Communities. For the purposes of this program, “tribal lands” include any property owned by a Tribal Government or California Native American tribal authority and is not limited to Federally Recognized reservations.⁵⁹

The interactive map indicating eligible project areas is available on the CMO website at <https://cleanmobilityoptions.org/project-area-mapping-tool/>.

Note on Duplicated Applications: Only one Needs Assessment Voucher will be awarded for a single project area and target community/audience. If multiple lead applicants submit needs assessment voucher applications for the same project area and the same target community/audience, only the first eligible application received may be approved for a needs assessment voucher award.

⁵⁸ The geographic area(s) selected as the project area does not need to be a single contiguous area. If non-contiguous the project area selected must still comply with the above criteria.

⁵⁹ All federally recognized lands included in the American Indian Areas Related National Geodatabase were designated as SB 535 Disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA's DAC map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at TribalAffairs@calepa.ca.gov.

N. ALLOWABLE VOUCHER FUNDS

Needs Assessment Vouchers will be awarded in the amount of up to \$100,000. Awardee will be paid for all approved activities after the Voucher Agreement is executed. The list of eligible costs and project activities is included in [Section P](#) of this manual.

O. NEEDS ASSESSMENT ELIGIBLE METHODOLOGY

To be eligible for CTNA voucher award, the community transportation needs assessment must be consistent with the methodology described below. Sections O.1 through O.3 are required elements and Section O.4 is an optional element that may also be supported with voucher funds. The order below does not indicate a recommended process; the methodology developed should best suit the Awardee's team and project area.

1. Transportation Access Data Analysis

This analysis is intended to identify and improve the understanding of travel behavior and gaps in transportation access within the project area. The analysis must include:

- i. at least one survey of residents, and
- ii. at least three additional data sources, which can include but are not limited to the accessibility indicators from the list below.

Surveys may be administered through in-person interviews, paper or online questionnaires, and options must be provided for residents that do not have access to a computer or the internet. The Program Administrator will provide survey templates. Awardees are encouraged to use the survey platform provided by the Program Administrator to support technical assistance with survey development but will be given the option to use a platform of their choice to administer the surveys. It is recommended that outreach and educational activities occur in conjunction or before survey deployment. This can include activities listed in Section P, fact sheets that detail different service models, or other appropriate materials relevant to the community.

Accessibility indicators may include, but are not limited to the following:

- a. U.S. EPA Walkability Index⁶⁰
- b. Vehicle ownership per household⁶¹

⁶⁰ Walkability Index (MapServer): <https://geodata.epa.gov/arcgis/rest/services/OA/WalkabilityIndex/MapServer>

⁶¹ 2016-2020 American Community Survey 5-Year Estimates:
<https://data.census.gov/cedsci/table?q=United%20States>

- c. Cost of existing transit and average cost per week for fueling car⁶²
- d. Median household income⁶³
- e. Access to job opportunities⁶⁴
- f. Existing shared clean mobility projects in the community (e.g., bikeshare, electric shuttle or buses, electric carshare, etc.); existing public transit stops; and/or existing bikeways or designated bike routes.

The Transportation Access Data survey and indicator analysis should include a clear understanding of how the accessibility indicators impact the community and how the findings from the accessibility indicators connect to survey responses provided by the community to uncover the community's mobility challenges.

There is more information on how to access and use transportation access indicators on the CMO website at www.cleanmobilityoptions.org/project-development-tools/.

Note: The Program Administrator recognizes the need for flexibility in data analysis, data sources and survey questions due to the lack of quality publicly available data and varying local conditions. The survey templates provided are not a strict list of required questions and can be modified to best suit the local community's needs. Additionally, the available U.S. Census data and other accessibility indicators needed to complete a Transportation Access Data Analysis may not accurately reflect all communities. If these conditions exist, please contact the Program Administrator for additional guidance.

2. Community Engagement to Determine Transportation Gaps, Needs, and Preferences

In addition to the survey and transportation access data indicator analysis, Awardees must conduct meaningful, broad-based, and representative community engagement to understand community perspectives on transportation needs and preferences for mobility solutions, and to build trust in the community.

Community engagement activities are intended to educate residents about zero-emission transportation options including electric vehicles and prepare residents to be able to share their input on preferred service models. Community members must be fully informed when discussing and prioritizing potential solutions to meet their transportation needs. For example, educational outreach and associated materials

⁶² Average fueling cost: <https://gasprices.aaa.com/?state=CA>

⁶³ 2016-2020 American Community Survey 5-Year Estimates: <https://data.census.gov/cedsci/table?q=median%20household%20income&t=Income%20%28Households,%20Families,%20Individuals%29%3AHousehold%20and%20Family&tid=ACST5Y2020.S1901>

⁶⁴ Longitudinal Employer-Household Dynamics Data: <https://lehd.ces.census.gov/data/>

should be provided simultaneously or before soliciting feedback on service models. The activities listed below can act as forums to support community feedback and input and other materials shared with the community. Information should also be provided on existing CARB programs including the Clean Mobility Voucher Pilot Program, Access Clean California project, Clean Cars 4 All, the Clean Vehicle Rebate Program, and Financing Assistance for Lower-Income Consumers (See [CARB's website](#) for more details).

When designing community engagement include a clear discussion of community context and history of transportation inequities. Consider designing educational materials regarding clean mobility options relevant to the community context and focus on where direct input is sought to support community members providing informed responses. When compiling the feedback and input provided by community members and representative organizations, include strategies to address the following questions in the final report:

- a. How are the community's existing transportation system(s) structured and what options being currently available? Who has access to the current options?
- b. What is the transportation planning process like in the community? Who is/are the lead entities and who has been traditionally involved or excluded from transportation planning?
- c. What populations in the community are underrepresented?
- d. What are community perspectives on transportation needs, preferences, and input on potential mobility solutions?

Strategies deployed must satisfy the project eligibility criteria for meaningful community engagement described above. Voucher Awardees must conduct a minimum of two of the following types of engagement, in addition to the analysis or activities conducted for the Transportation Data Access Analysis discussed above in Section O.1. The list below provides approved types of engagement. However, the Program Administrator recognizes the need for flexibility in engagement due to localized cultural conditions. Other types of engagement can be approved on a case-by-case basis by the Program Administrator.

- a. Community Forum(s)
- b. Public Workshop(s) or Meeting(s)
- c. Webinar(s) or other accessible virtual platforms
- d. Focus Groups (multiple)

- e. House Meetings (multiple)
- f. Interactive website and/or social media
- g. Surveys⁶⁵ (digital/online questionnaire, in-person, paper survey)
- h. Outreach to existing community groups (multiple)
- i. Interviews with multiple residents and/or door-to-door or one-on-one interaction

Keep in mind when designing and deploying the community engagement approach applicants must show how community engagement strategies will be clear, accessible, representative of the community and follow a transparent process. Applicants must incorporate the following principles, as applicable:

- a. Clarity: Clear communication about the purpose of the engagement and transportation needs assessment and the community's role in mobility project planning.
- b. Accessibility: Accessible times and locations of events, meetings, and gatherings (e.g., meetings conducted in the evening; meeting location is close to a transit stop or transportation is provided; meeting location is neutral). Information is accessible (e.g., interpretation and translation services, production of multi-lingual materials and/or media). Please note that creative and accessible virtual engagements are encouraged due to special circumstances when in-person interactions are limited.
- c. Representative outreach: Activities reach a broad and representative subset of the community, including those not typically served well by existing public feedback processes; CBOs and community groups are engaged to expand outreach and compensated for their time.
- d. Transparency: Notice of engagement activity is provided well in advance through multiple relevant communication avenues (e.g. utility bills, community center postings, etc.); notes are taken by designated members of the community and voucher Awardee teams to reflect multiple perspectives; notes and materials are provided to attendees and the public (and translated in other languages if necessary); follow-ups are planned, communicated, and conducted with clear indication of the intended purpose and a focus on solutions.

⁶⁵ Applicants cannot use the same resident survey conducted for the transportation access data analysis to fulfill the requirement for a minimum of two community engagement types.

3. Final Report - Linking Mobility Needs and Solutions

Awardees must provide a final report summarizing findings from the transportation access data analysis and the community engagement effort. Outcomes must focus on how the findings from all analyses and community engagement efforts reinforce or contradict one another, and what mobility solutions emerged as the highest community priority. The report should also include considerations for ongoing community engagement and how the results will be reported back to the community and presented to local decision-makers (for example, presenting the results to community participants either for one final opportunity for input; concluding the Transportation Needs Assessment process and recognizing all parties who were involved and how their feedback shaped the overall assessment; a plan for ongoing engagement through project design and development phases). Please see Section U, Reporting Requirements for more details.

4. Clean Mobility Options Project Preparation and Design (Optional)

Community Transportation Needs Assessment voucher funds may be used to begin formulating a clean mobility project (based on the needs assessment findings) that could be funded through a CMO Project Voucher or other applicable programs, including other state programs aiming to increase access to clean transportation and reduce GHG emissions in California's disadvantaged and low-income communities. If the applicant intends to conduct project preparation and design activities, these activities must be included in the budget as part of the application. Adequate funds must be allocated to conduct the Community Transportation Needs Assessment activities in Sections O.1 through O.3. Throughout the Needs Assessment Voucher term, the Awardee must be able to show that project preparation and design activities have a direct connection to interim and/or final findings of the needs assessment.

Below are some example activities that may be used to conduct the project preparation part of the needs assessment:

- a. Community meetings to prioritize or choose specific mobility solutions.
- b. Identify and evaluate sites.
- c. Identify project partners.
- d. Evaluate the feasibility of different types of infrastructure (e.g., assessment of the current grid capacity, load studies and connectivity for EV chargers).
- e. Develop a budget and possible funding sources.

- f. Begin working on CMO Clean Mobility Project Voucher application (or application for a different applicable program supporting transportation options in the Project Area).

P. ELIGIBLE PROJECT COSTS AND PAYABLE ACTIVITIES

This section includes the list of project activities that are eligible for funding under the Needs Assessment Voucher. Project activities are only eligible for payment if they have been commenced *after* the voucher execution date (when all responsible parties sign the Voucher Agreement) and all applicable insurance requirements have been met.

Eligible activities for the Transportation Needs Assessment Voucher may include:

- a. Procurement of facilities, materials, and services for implementing community events, including but not limited to supplies, venue space, A/V equipment, translation services, transportation stipends, design and printing of marketing materials, and other necessities.
- b. Data gathering and analysis, event planning, and other key activities.
- c. Submission of payment request forms and supporting documents.
- d. Participating in the Clean Mobility Options Equity Alliance (CMEA) events and meetings for capacity building and sharing information with other clean mobility awardees and participants.⁶⁶
- e. Developing presentations and participating in meetings with the Program Administrator, project partners, CARB and other officials.
- f. License or subscription fees for online event and survey tools.
- g. Compliance with insurance requirements.
- h. Provision of incentives for community member participation.
- i. Execution of community-based organization subcontracts.
- j. Consultant subcontracts.
- k. Language translation services subcontracts.
- l. Vehicle rental or other education on clean vehicle technology.
- m. Project preparation and design.
- n. Other necessary activities as approved by the Program Administrator.

⁶⁶ Please note that participation in the CMEA events is mandatory and should be considered in your budget.

Note: Costs for food, alcoholic beverages and childcare are not payable.

Q. NEEDS ASSESSMENT VOUCHER APPLICATION REQUIREMENTS

This section describes the required information and documents that applicants need to provide and submit with their application. The online application can be accessed on the CMO website <https://cleanmobilityoptions.org/na-application/> . A hard copy of the Community Transportation Needs Assessment Voucher Application can be downloaded from the CMO website. Please see [Appendix B](#) for an overview of the Needs Assessment Voucher application material.

1. **Project Team Profile:** Description of project team members including lead applicant and sub-applicant(s) organizations and individual team members with roles, responsibilities, and relationships. Disclosure of any required public process for approval including who has authority to approve, process for approval, and anticipated approval timelines. Must include:
 - a. Description of team's qualifications to conduct the needs assessment, such as history of local engagement and trust-building, key areas of expertise, organizational understandings of equity, or concrete examples of applicant representing or advocating in and for their community.
 - b. The connection of project team organizations to the targeted population and ties to grassroots/community-based organizations rooted in this community's culture(s) and language(s).
2. **Project Narrative and Proposed Approach:** Applicant must demonstrate an understanding of the community landscape in relation to transportation prior to being awarded. The narrative must provide:
 - a. Explanation of why a transportation needs assessment is needed, including history of environmental and social/economic challenges, areas of investment/disinvestment, and populations that have historically been underrepresented in community or transportation planning.
 - b. Summary of existing regional or community-level transportation needs assessment efforts and identify any gaps that this needs assessment voucher will fill.
 - c. Description of potential transportation gaps and solutions that the needs assessment will address (such as certain types of trips residents may not be able to make, or certain types of mobility services residents may prefer or already be using in some capacity).

- d. Applicant must also describe the timeline and plan for the activities that will be conducted to satisfy the required elements of the transportation needs assessment methodology, as well as optional elements (if applicable). The approach must include timeline and plan for the following elements:
 - i. Transportation Access Data Analysis: Description of proposed survey administration and data indicator approach.
 - ii. Community Engagement Plan: Description of plans to engage with the community to conduct a needs assessment, including residents, businesses, or other stakeholders who may benefit or be affected by a new clean mobility service in the community. Detailed description of the two minimum required community engagement types (at minimum, the description must include locations, intended audience, and plans for notifying residents about events, meetings, or gatherings).
 - iii. Final Report: Description of timing and process for developing the Final Report and plans for how the information will be communicated to the community and presented to local decision-makers.
 - iv. Clean Mobility Options Project Preparation and Design (optional).
- 3. Project Area Profile: Description of residents' geographical boundaries and basic demographics (through written and/or visual means by attaching a map). If applicable, identify the disadvantaged and low-income communities by address, census tracts, or tribal land designation.
- 4. Proposed Budget: Description of all project activities with estimated costs during the 12-month Voucher Agreement Term, itemized by project activities/tasks. In order to meet the minimum eligibility criteria, the applicant must provide a clear, concise, and reasonable project budget that lists all payable tasks/milestones and source of those funds in a logical sequence that leads to on-time completion of the project in accordance with the sample budget worksheet found on CMO website. This budget sheet will become the basis for future payment requests.
- 5. Letters of Commitment or Support and other Supporting Documentation (where applicable):
 - a. If the lead applicant is a non-profit organization, they must submit:
 - i. Evidence of their tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501 (Copy of the IRS Determination

Letter) and their tax-exempt status under California State law (Copy of Exemption Letter from State of California Franchise Tax Board).

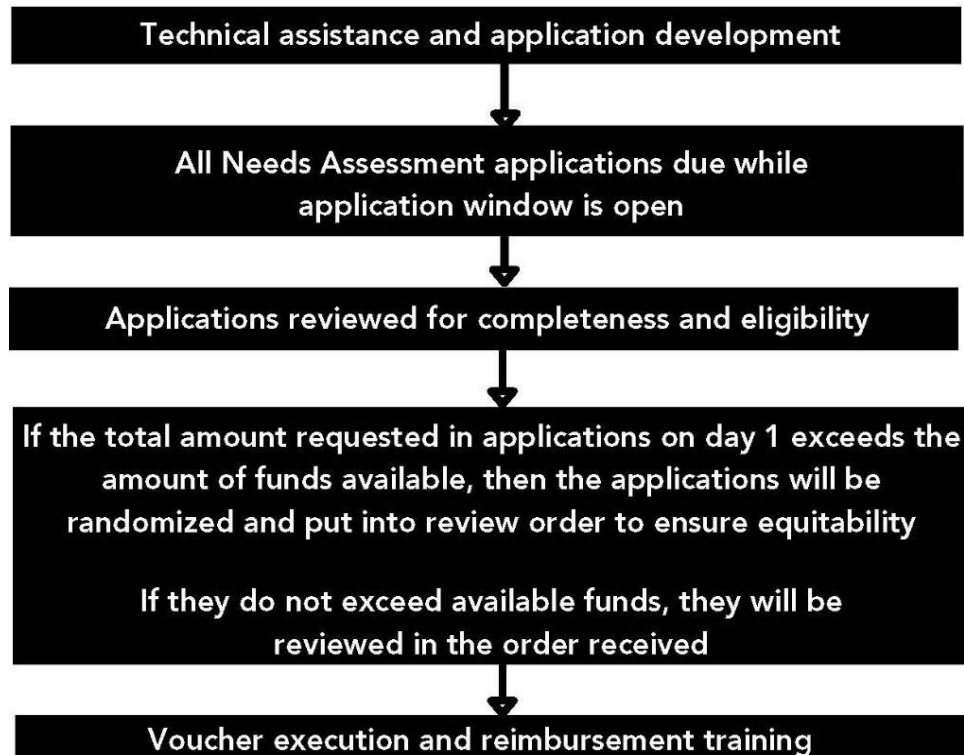
- ii. Evidence of at least one-year incorporation from the time of voucher application submission (Copy of Articles of Incorporations).
 - iii. Evidence of being registered and in active and good standing with the California Secretary of State (Copy of Statement of Information and Certificate of Status).
- b. All sub-applicants and project partners must provide a letter of commitment to express their support and commitment to the lead applicant and the proposed project. This letter must include the sub-applicant's specific roles and responsibilities in the project. Sample letters are available on CMO website.
- c. If the lead applicant is not a CBO, a letter of support from a project-related CBO or local community group is required.⁶⁷ This letter should explain how the CBO meets the minimum definition criteria listed below and demonstrates their support for the project. A project-related organization or group represents community members that will be impacted by the project or has a service background related to the type of project. Please note that tribal applicants are exempt from this requirement. For the purposes of this program, CBO or local community group must meet a minimum of two of the following requirements:
- i. The organization is place-based, with an explicit geographic focus area that includes the proposed Project Area.
 - ii. Staff members, volunteers, or Board members reside in the community where the project is located.
 - iii. The organization has a demonstrated track record of at least one year of providing services in the proposed Project Area.

R. APPLICATION SUBMITTAL AND EVALUATION PROCESS

Figure 2 demonstrates an evaluation process for the Needs Assessment Voucher applications.

⁶⁷ Public agencies are not considered CBOs.

Figure 2: Application and Voucher Process (Needs Assessment Voucher)



- a. Applications will be accepted starting at 9:00 am Pacific Time on a date to be announced and posted on the CMO website at www.cleanmobilityoptions.org. Applications that meet minimum eligibility that meet the minimum criteria will be deemed qualified. Qualified applications will be approved (e.g., awarded a voucher) on a first-come, first-served basis, pending availability of funds.
- b. If funds requested on the first day (11:59pm PT by the same on the opening day) exceed funds available, the processing sequence for all applications submitted on the first day will be randomized and reviewed in the new randomized order to ensure equitability⁶⁸. As a result, the final review order for evaluating applications will consist of all applications received on the first day in randomized order followed by timestamped applications received after the first day. Qualified applications will then be approved based on the final review order, pending availability of funds⁶⁹.

⁶⁸ Randomization is achieved using a trusted method from Random.org.

⁶⁹ After funding is exhausted, unawarded qualified applications may be prioritized for future funding opportunities. However, the applicant understands and agrees that there is no guarantee that any additional funding opportunities will be available, and that CARB cannot provide assurance of future program funding.

- c. Applicants are highly encouraged to submit applications using the secure CMO online portal www.cleanmobilityoptions.org/application or by mail to the address below.
- i. Applicants may mail their application and supporting documentation to the Clean Mobility Options, address: CALSTART, 48 South Chester Avenue, Pasadena CA 91106.
 - ii. If mailed, submittal date will be determined by U.S. mail postmark. For security purposes, supporting documents that are sent on removable media (flash drives, CDs, DVDs, etc.) will not be accepted.
 - iii. Applicants may also email their application form and supporting documentation to application@cleanmobilityoptions.org.
- d. Applications submitted through CMO online portal will instantly receive an automatic confirmation email. The Program Administrator will notify all other applicants who have not submitted through the online portal via email that their submission has been received within five calendar days of receipt. The Program Administrator will aim to notify applicants on the status of their application within 8 weeks.⁷⁰ CARB may extend the submission period at its sole discretion.
- e. Timestamps are recorded in the following manner:
- i. Online application submission: applications submitted via CMO online application portal will be timestamped at the time of submission and confirmed with the confirmation email to the submitter and a copy to application@cleanmobilityoptions.org
 - ii. Submission by mail: applications submitted by mail will be time stamped according to the postmarked date and time. Applicants may submit a copy of their postage submission receipt and make the request in writing that their receipt serves as the postmark date and time.
 - iii. Email submission: applications submitted by email will be time stamped at time of receipt at the application@cleanmobilityoptions.org address and confirmed with a confirmation email to the applicant five calendar days of receipt.

Note: Applications received before the date and time of submission window opening will not be accepted. The CMO online portal allows the applicant to save progress

⁷⁰ Depending on the number of applications submitted, it may take longer to respond to applicants; however, the goal is to notify applicants as soon as possible.

while completing an application, return to complete at the later time, and share the application among team members. Applicants will need to manually submit applications on the date and time announced. The “submit” function will be enabled once the application window opens.

- f. During the application screening period, the Program Administrator may ask applicants to make minor corrections or clarifications (such as, clerical errors, miscalculations, missing signatures) if needed without losing their recorded timestamp or placing order. All eligible applicants must submit their clarification documents or modified application within 5 calendar days of receipt of their notification.
- g. If the Program Administrator determines, at its discretion, that a clarification requires CARB review, CARB may ask the applicant for additional information, in which case the time given for clarification will be the same as described above.
- h. Set-aside funding for Tribal Governments: There is a set-aside fund for eligible tribal governments applicants. After application screening is complete, if unused funding remains in this particular allocation, it may be reallocated to either funding eligible needs assessment projects from tribal applicants or eligible mobility projects from non-tribal applicants. If there is still an unused amount after that, it will be returned to the general pool of funds for subsequent windows. Please visit www.cleanmobilityoptions.org for current available funding amount for CMO.
- i. Ineligible Applications: Applications that do not meet minimum eligibility criteria will be rejected. The Program Administrator will aim to notify ineligible applicants within a month after the review process is completed. Rejected applications may be revised and resubmitted within the same submission window; however, their initial recorded timestamps will no longer be valid. The Program Administrator may provide feedback and guidance to rejected applicants regarding how to improve the quality of their applications to meet the eligibility criteria.
- j. Application Withdrawal During Screening Period: In the event that an applicant wishes to remove their application from consideration during the application screening period, the applicant must submit a written request to withdraw their application to the Program Administrator and submit it to application@cleanmobilityoptions.org.

S. VOUCHER AGREEMENT PROCESS

1. Voucher Award and Needs Assessment Voucher Agreement

Lead applicants who are awarded vouchers are deemed Awardees. The Program Administrator will send a Notice of Intent to Award to all Awardees within six weeks after the evaluation process is completed.⁷¹ Awardees are required to sign and execute the Voucher Agreement with the Program Administrator no more than 180 calendar days from the date of a Notice of Intent to Award.

The Executed Voucher Agreement is an Awardee's signed contract with the Program Administrator to meet program requirements throughout project development and implementation. Upon finalization of the Voucher Agreement, the Program Administrator will generate a list of required documentation that the Awardee must complete and provide in order to submit voucher redemption requests (see [Section T](#) for more details). The Voucher Agreement terms are not negotiable, Awardees must abide by all the requirements in the Voucher Agreement and the CMO Implementation Manual, including all applicable terms and conditions set forth in [Chapter III](#) of this manual.

The Executed Voucher Agreement is the Program Administrator's promise to pay the Awardee for approved costs and project activities according to Awardee's scope of work and budget contingent on meeting all the terms and conditions set forth in this manual and the Voucher Agreement. A sample executed voucher agreement will be available on the CMO website.

2. Supporting Documents Required for the Voucher Agreement Execution

When applicants are approved for voucher awards, they must submit additional supporting documents before the Voucher Agreement can be executed. The Program Administrator will provide the list of required documents for each Awardee prior to signing the Voucher Agreement. The documents include, but may not be limited to:

- a. For applicants who are non-profit organizations and public agencies:
 - i. **Project Milestone Schedule:** This provides an estimated timeline for the life of the needs assessment project, including all project activities and interim steps needed to implement the project. The schedule should include milestones for the community engagement events, data collection, data

⁷¹ Depending on the number of applications submitted, it may take longer period to respond to applicants; however, the goal is to notify applicants about their status as soon as possible.

analysis, and reporting of assessment's result. Applicants may submit an updated project milestone schedule 1 month after voucher execution.⁷²

- ii. **Approved Resolution** or documentation of approval of the project from the governing board that will commit the agency/organization to comply with the requirements of the program; to accept the funds; and to allocate any funding that the Awardee has committed to be part of a project application upon execution of the Voucher Agreement.⁷³
- iii. Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#) are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator. These terms are not negotiable, Awardees and their sub-contractors must have read and understood these requirements before applying for the voucher funds.

b. For Tribal government applicants (where applicable):

- i. **Project Milestone Schedule:** This provides an estimated timeline for the life of the needs assessment project, including all project activities and interim steps needed to implement the project. The schedule should include milestones for the data collection, data analysis, and reporting of assessment's result. Applicants may submit an updated project milestone schedule 1 month after voucher execution.
- ii. **Approved Resolution** or documentation of approval of the project from the tribal council or tribal chairperson before execution of the Voucher Agreement. A tribal council can refer to the tribal governing body or primary decision-making executive, such as President/Governor, but must be the highest level of leadership within the tribal unit, individually or as a council. For funds awarded to a Federally Recognized Tribe, a fund transfer to the BIA may be necessary.
- ii. **BIA Consent:** Federally Recognized Tribal applicants shall obtain Bureau of Indian Affairs consent to the applicant's execution and recordation (as applicable) of all required documents that are subject to 25 C.F.R. Section 152.34 or 25 C.F.R. Section 162.12, all before execution of the Voucher Agreement.
- iii. **Limited Waiver of Sovereign Immunity:** For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such

⁷² The Program Administrator may ask Awardee to submit an updated Project Milestone Schedule regularly with their payment requests and anytime if major changes occur to the project milestones and projected timeline.

⁷³ If the public agency or non-profit organization does not have a governing board, then a binding written commitment from an authorizing official of the agency/organization will be required to fulfill this requirement.

applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the Voucher Agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument. The template will be provided by the Program Administrator and must be attached to the Resolution and sign by CARB's executive officer.

- iv. Signed [Conflict of Interest Forms](#) and [Confidentiality Agreements](#) are required as part of the Voucher Agreement and will be provided to the Awardee by the Program Administrator.

3. Voucher Agreement Term

The Voucher Agreement Term and the Voucher Funding Term are both 12 months from the date that Voucher Agreement is fully executed. This means the Awardee has up to 12 months from the Voucher Agreement execution date to complete the needs assessment project and request payment for all eligible project costs.

T. VOUCHER REDEMPTION REQUIREMENTS

1. Payment Request General Requirements

Voucher payment will be made to Awardees based upon payable tasks/milestones per the scope of work after the Voucher Agreement is executed, and insurance is deemed compliant.

Payment requests may be submitted on a recurring basis, but no more than one payment request can be submitted per month and at least one payment per quarter is recommended. To redeem voucher funding, Awardees must submit a Payment Request Form according to the type of cost incurred (Payment Request Form will be available on the CMO website).

Awardees may begin to submit payment requests once insurance is fully compliant for work completed and incurred costs by providing detailed documentation of completed tasks and deliverables in accordance with the payable task/milestone schedule per Voucher Agreement terms. Please note that only administrative activities can be paid for activities between the voucher execution date and insurance compliance. Examples of administrative activities include but are not limited to time spent on insurance compliance, orientation meetings, and CMEA attendance.

Awardees must meet all requirements for project documentation in order to receive payments, including timely submission of Bi-annual Status Report, responses to any outstanding data collection or survey responses and/or other supporting documents as required by the Program Administrator or CARB.

2. Payment Request Timing

- a. **Minimum and maximum number of payments:** Awardees may choose the date and frequency of their payment requests. At minimum, Awardees must submit at least one payment request conforming to the general requirements above in order to receive payment. Submission of at least one payment per quarter is recommended. If desired, Awardees may provide one single request for the entire voucher amount. At maximum, Awardees may submit payment requests monthly or 12 times over a 12-month Voucher Agreement period.
- b. **Payments for planning and project development activities:** If Awardees are able to sufficiently complete the three required elements of transportation needs assessments with a budget under \$100,000, they may also elect to use needs assessment funds for project design activities associated with a CMO Mobility Project Voucher application or another project or grant opportunity, if applicable.

Project planning and design activities may be conducted concurrently with needs assessment activities, provided that the applicant can demonstrate that the project has a direct connection to interim and/or final findings from the needs assessment. If requested, the Awardee must provide the Program Administrator or CARB a briefing on their needs assessment progress prior to receiving payment for planning and project development activities.

- c. **Final payment request:** Awardees must make their final payment request within 30 calendar days after the end of the Voucher Agreement Term. Any unrequested funds remaining at that time will expire. Voucher funds that are not redeemed according to their respective expiration deadlines will be considered expired and funds will be reassigned at CARB's discretion.
- d. **Extension Requests:** Voucher funds for transportation needs assessment projects must be redeemed within 12 months of the Voucher Agreement execution date. If the Awardee experiences unforeseen circumstances that delay a project (e.g., unpredictable venue cancellation that has caused significant delay to the community events) Awardee may request a renewal to extend the voucher term 3 months beyond the expiration date. This request must be submitted to the Program Administrator one month prior to the voucher expiration date. The

Program Administrator may approve or decline extension requests on a case-by-case basis.

- e. **Direct payments to third parties:** In order to assist Awardees with managing cash flow, Awardees may request that payments be assigned directly to third-party Registered Vendors. In the event of such payment assignment, the following conditions apply:
 - i. Awardee and the Program Administrator must approve a party to be designated as a "Registered Vendor" in advance of making an associated payment request.
 - ii. To be eligible as a Registered Vendor, the party must be an incorporated business in good standing with the California Secretary of State and not be barred from other CARB or CEC programs.
 - iii. To become a Registered Vendor, the party must complete a registration form agreeing to program terms and conditions. The registration form and other required documents will be available on CMO website.
 - iv. To assign a payment to a Registered Vendor, Awardee must submit a completed Third-Party Vendor Payment Assignment Registration Form that indicates which funds should go to the vendor as an assigned payee. Both the Awardee and vendor must sign the form.
 - v. Awardee must agree to payment terms with the Registered Vendor directly.
 - vi. Program Administrator assumes no risk of fees for late payment and faces no liability for damages or injunctive relief in the event of late payment or other terms with qualified vendors.
 - vii. Awardee is responsible for general terms and conditions, duties, and requirements associated with the equipment or other purchase.

3. Budget Revisions and Amendments

After the Voucher Agreement is executed, Awardees may request approval to amend their project design or budget on a case-by-case basis. Line-item shifts of up to 25 percent of each expense category may be made by the Awardee during the Voucher Agreement Term with the Program Administrator's approval, as long as the total voucher amount is unchanged and all other voucher redemption requirements are met. If the line-item shift is more than 25 percent, applicants must justify the reason for the amendment. No amendment or variation of the terms of the Voucher Agreement

shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement is binding on any of the parties.

4. Enforcement of Vouchers

- a. Awardees are responsible for meeting the terms and conditions set forth in the Voucher Agreement and this manual. Voucher funds are awarded on the condition of several responsibilities. The Program Administrator may cancel the Voucher Agreement if the Awardee fails to meet terms and conditions set forth in the Voucher Agreement or this manual.
- b. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California. CARB or its designee may recoup the CMO voucher funds which were received based upon misinformation or fraud, or for which the lead applicant or its subcontractor is in significant or continual non-compliance with this Implementation Manual or State law. If an applicant is found to provide misinformation or fraudulent documents, CARB or its designee reserves the right to forward applicant or voucher recipient information to the Franchise Tax Board or other appropriate agency. Applicants and voucher recipients should also be aware that the California False Claims Act permits the Attorney General to bring a civil law enforcement action to recover treble damages and civil penalties against any person who knowingly makes or uses a false statement or document to either obtain money or property from the State or avoid paying or transmitting money or property to the State. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with project requirements or fraud which includes attempted fraud.
- c. Applicants whose applications have been denied by the Program Administrator may request a case evaluation within 10 calendar days of the date that application was denied. A formal letter requesting a case evaluation must be postmarked within 10 calendar days from the date that the application was denied. See Section K.6 for more information.

U. REPORTING REQUIREMENTS

Awardees must provide information on project implementation to the Program Administrator on a regular basis, beginning after Voucher Agreement execution throughout the 12-months Voucher Agreement Term. Awardees must also submit an end-of-project Final Report 30 days before project completion (or Voucher Agreement end date, whichever occurs sooner). This section addresses the reporting mechanisms and datasets for satisfying these requirements.

1. Bi-Annual Status Report

Awardees must complete and submit at least one bi-annual status report every six-months during the Voucher Agreement Term. The status report must include the following:

- a. Description of progress on the needs assessment, including achieved milestones, any realized or expected delays to meet project milestones, and deviations from plans for data analysis or community engagement.
- b. Required Datasets: Types of data required for project status reporting to the Program Administrator are detailed in [Appendix F](#). Data Collection Requirements.
 - i. The following subsets of data from Appendix F (where applicable) must be reported:
 1. Section F-2.C User Survey
 2. Section F-3.C Job Creation and Workforce Training
 3. Section F-3.E Community Engagement and Outreach
 - ii. The Program Administrator may require that data be reported in specific formats and will provide templates or other tools in support of these specifications where feasible.
- c. Program Feedback Survey: A program feedback survey to support program evaluation must also be submitted with the Bi-Annual Status Report. The survey will cover overall program satisfaction, technical assistance, CMEA and other program components. See [Appendix F](#), Section F-2.E for sample question topics.

2. Final Report

A Final Report must be received by the Program Administrator 30 calendar days before Voucher Agreement end date, or 30 calendar days prior to needs assessment completion date, whichever comes first. The Final Report must have the following information at a minimum:

- a. Overview of the assessment from inception through the end, including community background, partnerships, summary of data analysis and community engagements, and funding sources. Please see the outline below for more details.

- b. The following subsets of data from [Appendix F](#) (where applicable) must be reported:
 - i. Section F-2.C User Survey
 - ii. Section F-3.C Job Creation and Workforce Training
 - iii. Section F-3.E Community Engagement and Outreach
- c. Best practices and lessons learned.

The following outline is suggested when developing the Final Report:

- a. Summary of needs assessment goals and objectives: Describe the motivation for conducting the needs assessment. Describe what observed/assumed challenges and gaps existed in the community before beginning the needs assessment and how the needs assessment process would help provide evidence.
- b. Summary of methods used for the transportation access data analysis (indicator and survey analysis) and community engagement: Describe the methods and discuss any challenges and limitations of the data or outreach activities.
- c. Summary of analysis from the transportation access data analysis and community engagement:
 - i. Describe general (big picture) observations based on the results.
 - ii. Discussion of the main identified underlying causes of transportation gaps and challenges in the project area as a result of the data and survey analysis and engagement activities

Describe in detail the needs, gaps, and preferences learned during the needs assessment. Including, detailed survey findings, detailed indicator findings, community event findings and key takeaways, event details (e.g., number of attendees including basic demographic information and affiliations, if applicable, and location, time, set-up for each with information about meeting notice information, collaboration with local groups, and social media).

- d. Discussion of findings and recommendations from the transportation access data analysis and community engagement:
 - i. Describe key findings that support or refute the goals and objectives of the needs assessment.
 - ii. Describe if community members are supportive of solutions that are eligible service models for CMO voucher funding.

- iii. Describe key findings that necessitate further creative thinking to develop meaningful clean transportation and mobility solutions (e.g., unbanked populations or those lacking a driver's license).
- iv. Discuss the main factors that are, or could, contribute to successful transportation options in the project area.
- v. Provide recommendations of any additional assessments and measurements that could be conducted to better understand some of the issues raised upon completion of the assessment.
- vi. Provide a recommended list of actions that could be taken to enhance clean mobility in the community. Describe the process for how actions or solutions were identified and prioritized.

e. Conclusion and Next Steps

- i. Provide a summary of conclusions of the transportation access data analysis and community engagement.
- ii. Provide next steps, including a follow-up plan and continued engagement with attendees and community members.
- iii. Identify if there are entities with whom this information could be shared to help promote better land use and transportation planning needs (i.e., local planners, elected officials), and explain how this information will be provided to them.
- iv. Discuss if there are any "quick start" actions (i.e., small, simple, inexpensive projects like installing a bicycle rack, etc.) that could be implemented to immediately improve the quality of the built environment for transportation in the community.
- v. Describe how the progress in increasing access to clean transportation and mobility options will be monitored over time.
- vi. Provide a plan for ongoing communication and engagement with community members and key decision-makers in the community.

Note: Final Reports may be published on the CARB website. The reports should be polished documents that are accessible, readable, and meet ADA requirements consistent with those that are published on CARB and affiliate websites. Formatting requirements will be provided by the Program Administrator to all Awardees.

CHAPTER III: CMO PROGRAM'S TERMS AND CONDITIONS

CMO voucher recipients are responsible for project development, outreach and education, project implementation, and reporting project data to the Program Administrator. All applicants must have read, understood, and agreed to abide by all the requirements, terms and conditions in the CMO Implementation Manual before submitting the application. As a condition for participating in CMO program, all Awardees must comply with the requirements below where applicable:

V. MOBILITY PROJECT VOUCHER AWARDEES

1. If the voucher agreement includes procurement of vehicles, including light-duty or medium-duty motorized vehicles, neighborhood electric vehicles, bicycles, scooters, or other micromobility devices, or delivers mobility services relying on such vehicles, then the Awardee must ensure that all the following conditions are satisfied:
 - a. Compliance with all vehicles and micromobility devices requirements detailed in [Section D.3](#) of this manual.
 - b. Services, vehicles, micromobility devices, and infrastructure funded by CMO must be maintained throughout the Voucher Agreement Term.
 - c. Secure approval for a project modification by the Program Administrator prior to using vehicles funded by CMO in any way other than described by the project narrative (e.g., the Awardee proposes to introduce a new service model supported by their needs assessment result but not previously identified in the project narrative).
 - d. Vehicles, including bicycles, scooters, and other micromobility devices must be equipped with telematics hardware that allows for recording of geospatial utilization data, consistent with the data collection requirements in [Appendix F](#) and make such data available for reporting to the Program Administrator, CARB and CEC. If installation of telematics hardware is found to be infeasible, the applicant may request an exemption from this requirement and propose an alternative approach to collecting necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis.
 - e. For vehicles purchased with the CMO voucher funds, vehicle titles may be held by an organization on the project team other than the Awardee. However, the vehicle owner must offer to transfer ownership of the vehicle to the Awardee or its designee, at no cost, at the end of the Voucher Agreement Term, or at any time during the Voucher agreement that the vehicle owner's contract with the Awardee is terminated upon approval by the Program Administrator. In the

event that a new entity holds the vehicle title, the Awardee must submit evidence to the Program Administrator that this clause has been agreed to by the new vehicle owner and the Awardee.

2. If the Voucher Agreement includes infrastructure installation, including electric vehicle supply equipment (EVSE), hydrogen refueling stations, bicycle/scooter parking or charging infrastructure, bicycle/scooter safety right-of-way improvements, or signage and wayfinding infrastructure, then the Awardee must ensure that all of the following conditions are satisfied:
 - a. Compliance with all infrastructure requirements detailed in Section D.4.
 - b. As directed in the Assembly Bill 841 (Ting, 2020) electric vehicle charging infrastructure and equipment must be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, any given time, who holds EVITP certification. If the equipment supports a charging port supplying 25 kilowatts or more, at least 25 percent of the total electricians working on the crew, at any given time, must hold EVITP certification.

All voucher recipients will be required to submit proof to the CMO Program Administrator of the required EVITP certification before performing any installation work as described above. Proof of EVITP certification shall include:

- i. Description of how the project has complied with all AB 841 requirements or describes why the AB 841 requirements do not apply to the project.
 - ii. EVITP Certification Numbers of each EVITP-certified electrician that installed electric vehicle infrastructure or equipment if AB 841 requirements apply to the project.
 - iii. Verification and signature from the contractor employing the EVITP certified electricians verifying that each electrician's EVITP certification is valid and current.
 - c. Any electric vehicle chargers or charging stations installed on or after January 1, 2024, shall comply with the recordkeeping and reporting standards established under Assembly Bill 2061 (Ting, Chapter 345, Statutes of 2022).
3. User fees are encouraged but not required and pricing levels must reflect community input around affordability.
4. Ensure services are delivered consistent with the following safety requirements:

- a. Drivers of motor vehicles have current driver's licenses, and the service provider or the lead applicant has a process for checking compliance and ensuring that driver's licenses are current and valid.
 - b. Projects carrying microtransit services, ride-on-demand, carpool/vanpool or fixed route transit service models must have an established policy for screening drivers for driving history and criminal background, submit that policy to the Program Administrator upon request for approval prior to operating the service, and comply with that policy.
 - c. Drivers of motor vehicles are required to follow a pre-trip vehicle inspection protocol prior to all shifts as specified by the fleet owner or the mobility operator.
 - d. Fleets have a maintenance plan that includes scheduled routine inspection and maintenance consistent with OEM recommendations at a minimum. Inspections must be performed by a certified mechanic.
 - e. Report all equipment failures, accidents, and incidents involving the police other than minor traffic violations to the Program Administrator within 48 hours of occurrence. This also should be included in the Quarterly Status Reports.
 - f. Mobility operators must devise a system that enables users to report safety issues to the operator. Safety issues must be resolved prior to further vehicle or charging equipment usage. Awardees are responsible to provide documentation as part of their Quarterly Status Reports to the Program Administrator that any prior safety issues have been resolved.
5. Ensure services are delivered consistent with the following accessibility requirements:
- a. Must conduct community outreach to understand accessibility challenges in the community, gauge potential demand for accessibility equipment, and reflect demand in project design, including:
 - i. Hand controls for carshare, carpool, or vanpool vehicles
 - ii. Wheelchair accessible vehicles
 - iii. Adaptive bicycles/scooters
 - iv. Driver education for serving disabled riders

- b. If web/mobile apps are used, such systems are made accessible for visually-/hearing-disabled using [WCAG 2.0](#) and are in compliance with [Section 508](#) of the federal Rehabilitation Act.
 - c. Service animals must be permitted to ride in motor vehicles as requested, and safely do so.
- 6. Develop, administer, and maintain a user-friendly vehicle reservation or ride request system; at a minimum, provide one of the following options:
 - a. Telephone call-based reservations fulfillment.
 - b. Text-based reservation system.
 - c. Flexible “street hail” option or designated shuttle stops.
- 7. Provide payment options for end-users that do not have bank accounts with associated debit cards or credit cards. Examples include cash exchange, pre-paid debit cards, or payment through a cloud-based wallet that can be loaded through in-person payment.
- 8. Hours of operation must be clearly designated with services readily available to residents based on needs assessment results. It is recommended that services should be available to users at least 5 days a week and at least 12 hours per service day.
- 9. No more than 20 percent of the committed vehicle fleet (including micromobility devices) or charging infrastructure should be out of service at one time during designated hours of operation, and no single motor vehicle in the fleet should be out of service for more than one week at a time. Awardees must report vehicles and chargers out of service and fleet size in quarterly reports, consistent with Appendix F. Data Collection Requirements.
- 10. Collect, monitor, and report required project data, including but not limited to, vehicle, bicycle and other clean mobility options’ specifications, performance, operation, and maintenance data, as specified in Appendix F of this manual. The Program Administrator will coordinate with the Awardee to obtain these data and administer surveys to participants to collect usage data and other information upon execution of the Voucher Agreement.
- 11. Develop policies and procedures documents and flow charts that describe project’s administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:

- a. Organizational chart
 - b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - i. Outreach and education.
 - ii. Participant evaluation, enrollment, and tracking.
 - iii. Vehicle reservations, tracking, and maintenance.
 - iv. Data collection and reporting.
 - c. Develop and maintain accounting procedures to track expenditures.
 - d. Provisions to protect against conflict of interest.
 - e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
12. Fulfilling CEQA requirements. The Program Administrator or CARB can terminate the agreement if it finds that the Awardee cannot definitively demonstrate that its project is exempt from CEQA. Such a demonstration will typically involve a showing that the “CEQA Lead Agency,” as that term is defined in CEQA, responsible for any discretionary approval of the project has properly filed a Notice of Exemption (NOE) for the project and 35 days has elapsed since the filing of the NOE without there being a judicial challenge to the NOE (See Appendix D. CEQA Compliance and Permitting Requirements for more details).
13. Application that did not include an “experienced partner” must have a contract with either a mobility operator listed in the CMO Clean Mobility Provider Directory, or an entity who meet the minimum qualification criteria to be on the Directory but not currently listed, within 3 months of the voucher execution date.

W. All AWARDEES (Needs Assessment and Mobility Project Vouchers)

- 1. Compliance with all applicable insurance requirements described in [Section X](#) of this Chapter.
- 2. Awardees must ensure that key documents, platforms, and customer services are available in commonly-spoken languages in the project area, as determined through census data and community engagement. Key resources to be provided in commonly-spoken languages may include, but are not limited to:
 - a. End user terms and conditions of service

- b. Privacy policies
 - c. User manuals
 - d. Mobile software applications
 - e. Outreach and marketing materials
 - f. Customer service materials
3. Awardees must agree to follow instructions outlined in the [CMO Awardee General Branding and Communications](#), including but not limited to obtaining prior approval for any outreach materials, project websites, press releases and press events.
 4. Awardees must coordinate with other CARB's Low Carbon Transportation Investment Projects, including the Access Clean California Project, STEP and CMIS.
 5. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos and websites must display the Clean Mobility Options Pilot Program logo, the California Climate Investments logo, and the California Energy Commission logo (see figures below). In addition, all project vehicles funded by this program must display the California Climate Investments logo. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the GGFR. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing GHGs, while also investing in disadvantaged communities and achieving many other co-benefits. Awardee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities." Guidelines for the usage of the CCI logo can be found at www.caclimateinvestments.ca.gov/logo-graphics-request.

In addition, Awardee agrees to acknowledge the CEC's Clean Transportation Program as an additional funding source whenever projects funded, in whole or in part by this agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows:" The project is funded by the California

Energy Commission's Clean Transportation Program, which is investing more than \$1 billion to accelerate the deployment of zero-emission transportation infrastructure and support in-state manufacturing and workforce training and development."



6. Awardee must participate in Clean Mobility Equity Alliance (CMEA) events, training, and meetings as required by the Program Administrator or CARB.
7. Data Storage and Security: Awardee is responsible to store all data securely, consistent with the following requirements:
 - a. Information or data, including but not limited to all participant records and supporting documentation that personally identifies or describes an individual or individuals is and shall be treated and protected as confidential in accordance with California Information Practices Act (California Civil Code Sections 1798, et seq.) and other relevant State or Federal statutes and regulations.
 - b. Identify and develop measures to keep all participants' data confidential.
 - i. Observe complete confidentiality with respect to all information or data collected pursuant to the Voucher Agreement, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process. If the Awardee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Awardee shall give CARB at least fourteen (14) calendar days written notice prior to any planned disclosure. Awardee shall cooperate with and not object to CARB seeking a court order preventing disclosure should CARB in its sole discretion decide to do so.
 - ii. Ensure that the Awardee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment

- of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- iii. Awardee shall limit access to information and data gathered pursuant to the Voucher Agreement only to necessary employees to perform their job duties.
- c. Develop a systematic process and schedule to back-up participant reservation database(s) on a daily basis at a minimum.
 - d. Develop and enforce security measures to safeguard project database(s).
 - i. If the Awardee suspects loss or theft, the Awardee must report any lost or stolen information, data, or equipment developed or collected pursuant to the Voucher Agreement to the Program Administrator immediately.
 - ii. Awardee agrees to notify the Program Administrator immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Awardee agrees that the Program Administrator has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the applicant shall cooperate fully in such investigations.
 - iii. Awardee agrees that it shall be responsible for all costs incurred by the Program Administrator due to security incident resulting from the Awardee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to the Voucher Agreement. If the Awardee experiences a loss or breach of data, the Awardee shall immediately report the loss or breach to the Program Administrator. If the Program Administrator determines that notice to the individuals whose data has been lost or breached is appropriate, the Awardee will bear any, and all costs associated with the notice or any mitigation selected by the Program Administrator. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
 - e. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - f. Retain files during the term of the Voucher Agreement plus three years and do not transmit to any outside entity during this time except as otherwise approved by CARB.

- g. Transfer all project records to CARB or its designee at the end of the three-year window described in (f) above unless otherwise instructed by CARB.
- h. The Awardee must not use any data or information obtained as part of the voucher agreement in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration without CARB's written consent.
- i. Voucher Payments:
 - i. Payment requests shall be made in accordance with the policies and requirements described in [Section J](#) (for mobility project vouchers) and Section T (for needs assessment vouchers) of this manual.
 - ii. Payment will not be made if the Program Administrator deems a milestone has not been accomplished or properly documented; documentation of work completion has not been provided or does not meet specifications and eligibility criteria set forth in this Implementation Manual or that amounts requested for payment are insufficiently documented, or invalid per the Project Milestone Schedule; or Awardee has not met other terms of the Voucher Agreement.
- j. Awardee's Responsibilities for Work: The Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Awardee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Awardee and any other entity concerning responsibility for performance of work. The Awardee shall only distribute CMO voucher funds on a reimbursement basis. Awardee shall not use voucher funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.
 - i. All subcontracts must be submitted to CARB and/or the Program Administrator upon request for review prior to execution. CARB and/or the Program Administrator may also request them during or after the voucher agreement term and Awardee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Milestone Schedule or elsewhere in any attachment to this Voucher Agreement, the Awardee must submit a revised Budget to CARB and/or the Program Administrator, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor,

which in each instance shall be subject to advance approval by CARB and/or the Program Administrator. In addition, Awardee must have a fully executed subcontract before the subcontractor can incur any costs for which the Awardee will seek reimbursement.

- ii. The Awardee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Awardee shall obtain price quotes from an adequate number of sources for all subcontracts. Upon request, Awardee will provide CARB and/or the Program Administrator a copy of all solicitations for services or products used or needed to carry out the terms of this Voucher Agreement, including copies of the proposals or bids received.
 - iii. Awardee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Voucher Agreement. Nothing contained in the Voucher Agreement or otherwise creates any contractual relation between the Program Administrator and any subcontractors, and no subcontract may relieve Awardee of its responsibilities under the Voucher Agreement. Awardee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
 - iv. The Awardee's obligation to pay its subcontractors is an independent obligation from Program Administrator's obligation to make payments to the Awardee. As a result, Program Administrator has no obligation to pay or enforce the payment of any funds to any subcontractor. The Awardee is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of the Voucher Agreement.
- k. Suspension of Payments and Early Agreement Termination:
- i. The Program Administrator reserves the right to issue a suspension order in the event that a dispute should arise. If issued, a suspension order will be in effect until the dispute has been resolved or the Voucher Agreement has been terminated.
 - ii. An Awardee that chooses to continue to work on the project after a suspension order has been issued will not be paid for completed milestones during the suspension if the Program Administrator terminates the Awardee's Voucher Agreement.

- iii. If CARB rescinds the suspension order and does not terminate the Awardee's Voucher Agreement, Program Administrator will pay completed milestones during the suspension that are payable in accordance with the terms of the Awardee's Voucher Agreement.
- iv. In accordance with Termination provision (under the Voucher Agreement General Provisions, below), the Program Administrator reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee. Upon termination, all remaining funds must be immediately returned to the Program Administrator.
- j. **Sectarian Organizations and Non-Public Schools Restrictions:** Awardees are prohibited from using voucher funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. Awardees are also prohibited from using voucher funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB and the Program Administrator reserve the right to obtain additional information from applicants and voucher Awardees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of funding.
- k. **Voucher Agreement General Provisions:**
 - i. **Amendment:** No amendment or variation of the terms of the Voucher 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 Voucher Agreement is binding on any of the parties.
 - ii. **Assignment:** The Voucher Agreement is not assignable by Awardee, either in whole or in part, without the consent of CARB and the Program Administrator.
 - iii. **Availability of Funds:** CARB's and the Program Administrator's obligations under the Voucher Agreement are contingent upon the availability of funds. In the event funds are not available, the Program Administrator and the State shall have no liability to pay any funds whatsoever to the applicant or to furnish any other considerations under the Voucher Agreement.
 - iv. **Audit:** Awardee agrees that CARB, CEC, the Department of General Services, Department of Finance, 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 the Awardee and all State funds received. Awardee agrees to maintain such records for possible audit for a minimum of three years after the term of the Voucher Agreement is completed unless a longer period of records retention is agreed to in writing by the Program Administrator and Awardee. Awardee agrees to allow auditor 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, Awardee agrees to include a similar right of the State to audit records and interview staff in any Awardees related to performance of the agreement.

- v. Compliance with law, regulations, etc.: Awardee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- vi. Computer software: Awardee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Voucher Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- vii. Confidentiality: No record which has been designated as confidential by CARB, CEC and/or the Program Administrator or is the subject of a pending application of confidentiality, shall be disclosed by the Awardee.
- viii. Conflict of interest: Awardee certifies that it complies with applicable State and/or federal conflict of interest laws. Awardee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described in the Voucher Agreement. Awardee must disclose any direct or indirect financial interest or situation that may pose an actual, apparent, or potential conflict of interest with its duties throughout the Voucher Agreement term. The Program Administrator may consider the nature and extent of any actual, apparent, or potential conflict of interest in Awardee's ability to perform the project. Awardee must immediately advise the Program Administrator in writing of any potential new conflicts of interest throughout the Voucher Agreement term.
- ix. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of the Voucher Agreement by Awardee shall result in the loss of tax-exempt status for any State bonds, Awardee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

- x. Disputes: Awardee shall continue with the responsibilities under the Voucher Agreement during any dispute. Awardee may work in good faith with CARB and the Program Administrator to resolve any disagreements or conflicts arising from implementation of the Voucher Agreement. However, any disagreement that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- xi. Environmental justice: In the performance of the Voucher Agreement, Awardee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- xii. Fiscal management systems and accounting standards: Awardee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of applicant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or the Voucher Agreement. Unless otherwise prohibited by State or local law, Awardee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- xiii. Force majeure: Neither CARB and CEC nor Awardee and the Program Administrator shall be liable for or deemed to be in default for any delay or failure in performance under the Voucher Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- xiv. Governing law and venue: The Voucher Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Program Administrator and the Awardee hereby agree that any action arising out of the Voucher Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. Awardee hereby waives any existing sovereign immunity for the purposes of the Voucher Agreement.
- xv. Awardee's responsibility for work: Awardee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. Awardee

shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. Neither the State nor the Program Administrator will mediate disputes between an Awardee and any other entity concerning responsibility for performance of work.

- xvi. Indemnification: Awardee agrees to indemnify, defend and hold harmless the State, the Program Administrator, CEC, CARB and their officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by an Awardee or its subcontractors or subgrantees, and out of the operation of equipment that is purchased with voucher funds from this program.
- xvii. Independent Contractor: Awardee, and its agents and employees, if any, in their performance of the Voucher Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB, CEC or the Program Administrator.
- xviii. Nondiscrimination: During the performance of the Voucher Agreement, Awardee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. Awardee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- xix. No third-party rights: The parties to the Voucher Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of the Voucher Agreement, or of any duty, covenant, obligation or undertaking established herein.
- xx. Ownership: All information, data, documents, and intellectual property developed exclusively for the CMO Voucher Agreement and during the Voucher agreement Term is the property of CARB and/or the CEC⁷⁴, however, that Awardee shall have an unencumbered, royalty-free, perpetual license to use any such information, data, documents, and intellectual property for all government purposes with prior approval by CARB. No information, data, documents, intellectual property received, generated, or

⁷⁴ This only pertains to projects funded wholly or partially by the CEC.

developed exclusively for the CMO Voucher Agreement during the Voucher Agreement Term shall be released to the public without CARB's approval.

- xxi. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. Awardee shall safeguard all such information or data which comes into their possession under the Voucher Agreement in perpetuity, and shall not release or publish any such information, data, or records.
- xxii. Prevailing wages and labor compliance: If applicable, Awardee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, Awardee shall monitor all agreements subject to payment from the Voucher Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- xxiii. Professionals: For projects involving installation or construction services, Awardee agrees that only licensed professionals will be used to perform services under the Voucher Agreement where such services are called for and licensed professionals are required for those services under State law.
- xxiv. Severability: If a court of competent jurisdiction holds any provision of the Voucher Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- xxv. Termination: The Program Administrator may terminate the Voucher Agreement upon 30 calendar days written notice to Awardee at any time prior to completion of the agreement upon violation by Awardee of any material provision after such violation has been called to the attention of Awardee and after failure of Awardee to bring itself into compliance with the provisions of the Voucher Agreement. The Program Administrator also reserves the right to terminate the Voucher Agreement upon 30 calendar days written notice to Awardee if the Program Administrator determines that the project has not progressed satisfactorily during the previous three months and Awardee and the Program Administrator have been unable to agree on modifications. Upon termination, Awardee must immediately return unused funds to the Program Administrator.
- xxvi. Timeliness: Time is of the essence in the Voucher Agreement. Awardee shall proceed with and complete the project in an expeditious manner.

- xxvii. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Voucher Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in the Voucher Agreement are in addition to any other rights and remedies provided by law.
- xxviii. Russian 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 or grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.
- a. The Awardee represents by signing this Agreement that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Awardee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Awardee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.

X. INSURANCE REQUIREMENTS

Awardee must comply with all requirements outlined in the General Provisions and Insurance Requirements below. After the voucher is awarded, failure to provide the certificate within 60 days from the voucher execution date may result in the termination

of the Voucher Agreement. No payments will be made under the Voucher Agreement until the Awardee fully complies with all applicable insurance requirements⁷⁵. Awardee is responsible to submit the proof of insurance annually until the end of Voucher Agreement term.

1. General Provisions Applying to All Policies (for both Mobility Project Voucher and Needs Assessment Voucher Awardees)

- a. Coverage Term: Coverage needs to be enforced for the complete term of the Voucher Agreement. If insurance expires during the term of the Voucher Agreement, a new certificate must be received by the Program Administrator at least 30 calendar days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Voucher Agreement.
- b. Policy Cancellation or Termination & Notice of Non-Renewal: Awardee is responsible to notify the Program Administrator within 5 calendar days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Awardee agrees no work or services will be performed prior to obtaining such approval. In the event the Awardee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Voucher Agreement immediately upon the occurrence of such event, subject to the provisions of the Voucher Agreement.
- c. Premiums, Assessments and Deductibles: Awardee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause: Any required insurance contained in this Voucher Agreement shall be primary, and not excess or contributory, to any other insurance carried by the Program Administrator and/or the State.
- e. Insurance Carrier Required Rating: All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Awardee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by the Department of General Services.
- f. Endorsements: Any required endorsements requested by the Program Administrator must be physically attached to all requested certificates of

⁷⁵Since the auto-liability for vehicles used in the CMO shared mobility service is required upon procurement of the vehicles, mobility operator's insurance can be delayed until closer to Operation Launch. However, no payments will be made to the mobility operator until deemed insurance compliant.

insurance and not substituted by referring to such coverage on the certificate of insurance. A blanket additional insured endorsement is not acceptable in respect to the Voucher Agreement for Awardee and/or contract with the Fleet Owner. The additional insured endorsement must specifically list the additional insured names as required in the contract.

- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Awardee's obligations under the Voucher Agreement
- h. Satisfying a Self-Insured Retention (SIR): All insurance required by the Voucher Agreement must allow CARB or the Program Administrator to pay and/or act as the Awardee's agent in satisfying any SIR. The choice to pay and/or act as the Awardee's agent in satisfying any SIR is at the CARB discretion.
- i. Available Coverages/Limits: All coverage and limits available to the Awardee shall also be available and applicable to the State and the Program Administrator as additional insureds.
- j. Subcontractors: In the case of Awardee's utilization of subcontractors to complete the contracted scope of work, Awardee shall include all subcontractors as additional insured under Awardee's insurance or supply evidence of the subcontractor's insurance to the Program Administrator subject to section 2.a below.

Note: Awardee and its sub-contractors may use an umbrella (or excess) liability policy to make up the difference of limits for a given coverage that require a higher limit as long as the Awardee attaches a copy the underlying endorsement from the excess / umbrella policy that shows what policies are covered by the umbrella policy. Awardee should submit the underlying (U/L) endorsement from the umbrella policy showing the general liability policy # listed on that U/L endorsement schedule.

- 2. **Insurance Requirements for Mobility Project Voucher Awardees:** Awardee shall display evidence of the following on a certificate of insurance where applicable. Awardee must assure the project fully complies with all applicable insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance where applicable and all endorsements required must be attached:

- a. Commercial General Liability: After the voucher is awarded, Awardee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Subcontractors (who are

not procuring vehicles) shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Awardees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Awardee's limit of liability. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission⁷⁶, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations." A blanket additional insured endorsement is not acceptable. The additional insured endorsement must specifically list the additional insured as required under the Insurance Requirements for Mobility Project Voucher Awardees.

- b. Automobile Liability: Compliance of automobile liability for vehicles used in the CMO shared mobility service is required upon procurement of the vehicles used in the CMO shared mobility service.
 - i. Automobile Liability for vehicles used in the CMO shared mobility service (e.g., carshare, vanpool, etc.):
 - 1. Awardee (or the entity that procures the vehicles) shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 combined single limit once the vehicles used in the CMO shared mobility program have been procured. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations."
 - 2. If Awardee, does not procure the vehicles used in the CMO shared mobility service, then Awardee, by signing the Voucher Agreement,

⁷⁶ Only projects funded partially or fully by the CEC are required to add *California Energy Commission, their officers, agents, and employees* as additional insured on their insurance policy. This is applicable to all places in Section X where CEC is required to be added to the insurance policy.

certifies that the Awardee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive if vehicles are not procured for the CMO shared mobility service. The State reserves the right to request proof at any time.

3. Auto Physical Damage: Awardee upon procurement of the vehicles used in the CMO shared mobility service, shall maintain auto physical damage and collision coverage with a deductible no higher than \$1,000; comprehensive, fire and theft insurance with a deductible no higher than \$1,000.
 4. In the event when the Fleet Owner or the Mobility Operator maintains business automobile liability insurance, not the Awardee, the policy must name the Program Administrator (CALSTART), Awardee, State of California and California Air Resources Board, CEC, their officers, agents, and employees as additional insured by endorsement that states the name exactly as required in the contract. A blanket additional insured endorsement is not acceptable.
- ii. Automobile Liability for non-CMO shared service vehicles: Any other vehicle that is not used for the CMO shared mobility service, for example for project planning, rebalancing, marketing, outreach or driving to events shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out or under the Voucher Agreement."
 - iii. Electric Bike and Scooter⁷⁷: If applicable, in addition to the insurance requirements listed above, Awardee (or the entity that procures bikes and scooters) must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:
 1. If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; OR,

⁷⁷ Mobility providers must comply with all applicable federal, state, and local laws and requirements for acceptable insurance, including [AB 371- Shared mobility devices: insurance and tracking](#).

2. If coverage is endorsed to the General Liability policy; insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Awardee including any electric bikes and scooters in connection with any such work or operations."

- iv. In the event when the Fleet Owner or the Mobility Operator supplies coverage for electric bikes and scooters, not the Awardee, the policy must name the Program Administrator (CALSTART), State of California, California Air Resources Board and California Energy Commission, their officers, agents, and employees as additional insured by endorsement that states the name exactly as required in the contract. A blanket additional insured endorsement is not acceptable.
- c. Workers' Compensation and Employer's Liability: Awardee and its subcontractors, shall maintain statutory worker's compensation and employer's liability coverage for all its employees, students, interns and/or volunteers who will be engaged in the performance of the project. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Non-Profit Organization with 100 percent Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the Voucher Agreement.
- e. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Awardee in the Voucher Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of

electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

3. Insurance Requirements for Needs Assessment Voucher Awardees: Awardee shall display evidence of the following on a certificate of insurance where applicable. Awardee must assure the project fully complies with all applicable insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance where applicable and all endorsements required must be attached:
 - a. Commercial General Liability: Awardee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. Subcontractors shall also maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Awardees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Awardee's limit of liability. The policy must name "the Program Administrator (CALSTART), State of California, California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the Voucher Agreement."
 - b. Automobile Liability:
 - i. Awardee shall maintain business automobile liability insurance for all vehicles used in the project, for example for marketing, survey distribution, outreach and educational activities or driving to events. Awardee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required. The policy must name "the Program Administrator (CALSTART), State of California, and California Air Resources Board, its officers, agents, and employees as additional insured, but only with respect to work performed or any activities arising out of or under the Voucher Agreement."
 - ii. Awardee by signing the Voucher Agreement, certifies that the Awardee and any employees, subcontractors or servants possess valid automobile

coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

- c. **Workers' Compensation and Employer's Liability:** Awardee shall maintain statutory worker's compensation and employer's liability coverage for all its employees, students, interns and/or volunteers who will be engaged in the performance of the project. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. **Non-Profit Organization with 100 percent Volunteers Only (if applicable):** A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. The Program Administrator in Consultation with CARB reserves the right to review and adjust insurance requirements as necessary during the term of the Voucher Agreement.
- e. **Cyber Liability coverage,** with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Awardee in the Voucher Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

Y. OVERSIGHT AND ACCOUNTABILITY

Through administration of longstanding incentive programs, CARB has found that project evaluations and program reviews are essential to ensure that incentive program funds are run in accordance with statutory requirements and that State funds are spent transparently and efficiently. The Program Administrator is responsible for working closely with Awardees and CARB to safeguard voucher funds from misuse as it implements CMO Voucher Pilot Program. Awardees and subcontractors participating in CMO must provide CARB and CEC or their designees and the Program Administrator access to all requested files and relevant information related to vehicles or equipment purchases involving a CMO voucher fund.

CARB holds the overarching responsibility for CMO voucher fund oversight and program accountability and has final authority and sole discretion over all aspects of CMO, including applicant, project and vehicle eligibility, and all program requirements. As such, CARB is responsible for monitoring and reviewing the Program Administrator's implementation of the CMO Voucher Pilot Program. The Program Administrator shall allow CARB, CEC, the Bureau of State Audits, or their designated representative the right to review and to copy any records and supporting documentation pertaining to its development or implementation of CMO. The Program Administrator must maintain such records for a possible audit for a minimum of three years after final payment from CARB. The Program Administrator must allow CARB or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Responsibilities for CMO Voucher Pilot Program oversight are as follows:

1. CARB has primary oversight responsibility for CMO to ensure transparent and efficient implementation, and that California Climate Investments and Clean Transportation Program Investments are spent consistent with the statutory requirements, the [Funding Guidelines](#), Funding Plan for Clean Transportation Incentives, [2021–2023 Investment Plan Update for the Clean Transportation Program](#), Clean Mobility Voucher Pilot Program solicitation and grant agreement with the Program Administrator (CARB's grantee), and this Implementation Manual. CARB and CEC reserve the right to conduct a site visit, evaluation, review, or audit CMO for the life of the grant.
2. The Voucher Agreement and payment request forms are legally binding and enforceable agreements to meet the requirements of the project. Awardee is responsible for ensuring the accuracy of the information, and all subcontractors' information on the Voucher Agreement or payment request forms it submits to the Program Administrator. Submission of false information on any of these forms may result in cancellation of the Voucher Agreement and recapture of funds. In addition, CARB and CEC may seek other remedies available by law.
3. If Awardee detects any actual and/or potentially fraudulent activity by a member of their project team, Awardee shall notify CARB and the Program Administrator as soon as possible and work to determine an appropriate course of action.
4. CARB and CEC staff or their designees have primary responsibility for conducting program reviews and/or fiscal audits of CMO Voucher Pilot Program administration and implementation.
5. Awardees and the Program Administrator and its sub-grantees shall allow CARB, CEC, the California Department of Finance, the California Bureau of State

Audits, or any authorized designee access, during normal business hours, to conduct CMO Voucher Pilot Program reviews and fiscal audits or other evaluations. Granting of access includes, but is not limited to, reviewing program records, site visits, and other evaluations as needed. Program evaluations or site visits may occur unannounced as CARB, CEC staff or their designees deem necessary.

Z. PROJECT NON-PERFORMANCE

CARB and CEC⁷⁸ or their designees have the authority to recoup CMO funds which were received based upon misinformation or fraud, or for which the Program Administrator or its sub-grantees, Awardees or their subcontractors, mobility operators, or fleet owners are in significant or continual non-compliance with this Implementation Manual or all applicable federal, State, and local laws. CARB also retains the authority to prohibit any entity from participating in CMO Voucher Pilot Program due to non-compliance with program requirements.

AA. DEFINITIONS

This section provides definitions of key program terms, organized by the following categories: eligibility criteria and project design; equipment and infrastructure; timelines; applications and vouchers; and organizations and roles.

1. Eligibility Criteria and Project Design

“AB 1550 Designated Low -Income Community and Low-income households” for the purposes of this program means census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development (HCD)’s 2021 income levels for low-income communities and households for each county, as reflected in the *Revised State Income Limits for 2021 memorandum* released in December 2021, and the U.S. Census Bureau American Community Survey five-year *estimates on statewide median household income* for the period from 2015 through 2019.

“Additional Transportation Enhancements” for the purposes of this program means activities or services that are directly supportive of, but not essential to, implementing the service model. Up to 25 percent of the total voucher amount requested can be spent on additional transportation enhancements.

⁷⁸ For all references to the CEC’s oversight, enforcement, audit, and other associated rights throughout this Manual, this only pertains to projects funded wholly or partially by the CEC.

“Bikesharing” or “Scooter-Sharing” for the purposes of this program means systems that make bicycles, electric bicycles (e-bikes), or electric scooters available to members on a short-term rental basis.

“Carpooling” and “Vanpooling” for the purposes of this program means the grouping of drivers and passengers with common origins and/or destinations into a shared vehicle. Carpooling and vanpooling is a “self-serve” system, meaning the driver is a traveler in the pool just like other passengers, as opposed to a hired driver as in shared taxi rides or ride hail services.

“Carsharing” for the purposes of this program means a service that provides members with access to an automobile through short-term rentals.

“Clean Vehicle Rebate Project (CVRP)” is a CARB program that provides financial incentives for purchases of light-duty zero emission vehicles in California.

“Community Transportation Needs Assessment” for the purposes of this program means a process of meaningful, broad-based community engagement and analysis to inform the design of mobility projects that are responsive to specific transportation needs of the community and to community preferences for mobility solutions.

“Service Model” for the purposes of this program means the mobility service(s) to which most of the voucher funding is dedicated. There are six eligible service models.

“Disadvantaged Community” for the purposes of this program means census tracts identified as disadvantaged by the California Environmental Protection Agency per SB 535 designation.

“Eligibility Criteria” for the purposes of this program means minimum requirements for project elements that may or may not be included in a project design and associated voucher funding application in order to qualify for voucher funding.

“Existing Service” for the purposes of this program means a transportation service that currently operates in any location in the proposed project area.

“Expansion Project” for the purpose of this program means a project that expands the existing service model that is currently in operation or planned to begin operations, by increasing the project area to serve additional residents, increasing vehicle access (e.g., increasing operation hours or number of vehicles), or increasing infrastructure equipment that ultimately will result in increasing ridership.

“Fixed Route Transit Service” for the purposes of this program is a service that offers service through a predetermined route and schedule.

“Hybrid and Zero Emission Truck and Bus Voucher Incentive Project (HVIP)” is a CARB program that provides financial incentives for purchases of zero-emission and hybrid trucks and buses, and low NOx natural gas engines.

“Infrastructure Improvements” for the purposes of this program means infrastructure improvements that directly support project vehicles and are essential to implementation of the service model(s).

“Innovative Transit Services” or “Microtransit” for the purposes of this program means transit services that are demand-responsive (routes and/or frequency of service are determined dynamically based on customer demand) and capable of serving multiple riders simultaneously (not only a single rider service), including on-demand shuttles and circulators, paratransit services, and private sector transit solutions.

“Low-Income Community” for the purposes of this program means census tracts identified as low-income per AB 1550.

“New Project” for the purposes of this program means a project that operates a different service model from an existing service model that is funded by CARB and is currently operating (or planned to begin development or operations) in the proposed project area.

“Project Area” for the purposes of this program means the geographic area where targeted project users (community residents) reside and where most infrastructure is installed.

“Public Right-of-Way (ROW)” for the purposes of this program means a property, owned by, or granted through an easement to a public agency, which is made available to the public for travel purposes. ROW may include roadways, parking stalls or lanes, and sidewalks.

“Resource Contribution” for the purposes of this program means assets contributed to the project to supplement voucher funding and support long-term sustainability. Assets do not need to be monetary, and applicants are not required to estimate the monetary value of the contributions.

“Ride-on-Demand Services” for the purposes of this program means an eligible service model that includes on-demand rides for individuals, provided by taxi companies and transportation network companies (TNCs).

“Site Control” for the purposes of this program means the ability to utilize a site for vehicles and/or infrastructure, as the owner or as party to a contract with the owner, free from deed-related restrictions.

“Solar on Multifamily Affordable Housing (SOMAH) Program” is a State of California program providing financial incentives for installing photovoltaic (PV) energy systems on multifamily affordable housing.

“Unincorporated Community” for the purposes of this program is defined as the area lying within the boundaries of the Counties that is not governed by a local municipal corporation (i.e., no city government represents the Project Area).

2. Equipment and Infrastructure

“Battery-Electric Vehicle (BEV)” for the purposes of this program means any vehicle that operates solely by use of a battery or battery pack, or that is powered primarily through the use of an electric battery or battery pack but uses a flywheel or capacitor that also stores energy produced by the electric motor or through regenerative braking to assist in vehicle operation.

“Docking Stations” for the purposes of this program means parking equipment for securing shared bicycles or scooters that includes built-in locking mechanisms and telecommunications technologies.

“Electric Bicycle (E-bike)” for the purposes of this program means a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts that disengages when brakes are applied. Assembly Bill 1096, Statutes of 2015, Chapter 568 defines classes of electric bicycles as follows:

- a. Class 1 Electric Bicycle: E-bike with an electric motor that provides assistance only when pedaling and ceases assistance upon reaching 20 miles per hour (mph).
- b. Class 2 Electric Bicycle: E-bike with a motor controlled by a throttle that may be used exclusively to propel the bicycle and ceases assistance upon reaching 20 mph.

“Electric Cargo Bicycle” for the purposes of this program means a bicycle (two – wheeled device) that is equipped to carry cargo or additional passengers.

“Electric Cargo Tricycle” for the purposes of this program means a three-wheeled device with a designated place for cargo or additional passengers.

“Electric Tricycle or Pedicab” for the purposes of this program means a three-wheeled device for passenger transport that can transport at minimum 3 additional passengers in addition to the driver.

“Electric Vehicle Supply Equipment (EVSE)” for the purposes of this program means a portable, pedestal-mounted, or wall-mounted unit that supplies electricity to charge

the batteries of electric vehicles or micromobility devices, also known as EV charging equipment.

- a. Level 2 EVSE: For the purposes of this program, is defined as EVSE rated up to 240 volts alternating current (AC), up to 60 amperage [amps], and up to 19.2 kilowatts (kW).
- b. Direct Current Fast Charge (DCFC) EVSE: For the purposes of this program, is defined as EVSE that is capable of delivering at least 50 kilowatts (kW) of power through direct current (DC).

“Fuel Cell Electric Vehicle (FCEV)” for the purposes of this program means any vehicle that receives propulsion energy from both an on-board fuel cell power system and either a battery or a capacitor. FCEV is equivalent to “Hybrid fuel cell vehicle.”

“Light-Duty Vehicle” for the purposes of this program is defined as any motor vehicle with a gross vehicle weight rating of 10,000 pounds or less.

“Medium-Duty Vehicle” for the purposes of this program is defined as any motor vehicle with a gross vehicle weight rating more than 10,000 pounds and up to 26,000 pounds (vehicle classes 3 through 6 as categorized by the Federal Highway Administration) or under 30 feet in length.

“Micromobility Device” for the purposes of this program, is defined as mobility option including, but is not limited to, standard bicycles, electric bicycles (Class 1 or Class 2 per California Assembly Bill 1096), standard scooters, electric scooters, cargo bicycles, electric tricycles, and pedicabs.

“Neighborhood Electric Vehicle” for the purposes of this program is defined as a low-speed, zero-emission battery electric vehicle, typically designed to travel less than 35 miles per hour at a loaded weight of less than 3,000 pounds.

“Plug-In Hybrid Electric Vehicle (PHEV)” for the purposes of this program is defined as a motor vehicle that combines a conventional gasoline-powered engine with a battery that can be recharged from the electrical grid.

“Quick-Build Infrastructure” for the purposes of this program is defined as a project that does not require major street construction and can be implemented by local agency staff crews.

“Solar Photovoltaic (PV) Equipment” for the purposes of this program means panels and related equipment for converting sunlight into electricity.

“Vehicle Telematics” for the purposes of this program means equipment that enables monitoring of vehicle performance and location using telecommunications technologies.

“Zero Emission Vehicle (ZEV)” for the purposes of this program is defined as motor vehicle equipped with clean technologies consistent with the State of California’s zero emission vehicle regulations and standards, including battery-electric vehicles (BEVs), hydrogen fuel cell electric vehicles (FCEVs), and plug-in hybrid electric vehicles (PHEVs).

3. Timelines

“Application Submission Window” for the purposes of this program means the period during which voucher applications may be submitted to the Program Administrator for funding consideration. The period is defined by a start date/time and an end date/time.

“Operations Launch” for the purposes of this program is defined as the day that voucher-funded mobility projects begin operating mobility services available to local residents. This is the date when participants start using the service.

“Operations Period” for the purposes of this program defined as the period between the Operations Launch date and the end of the Voucher Agreement Term (at least 4 years).

“Planning and Construction Period” for the purposes of this program is defined as the period between the official kick-off meeting date and the Operations Launch date (up to 15 months).

“Voucher Agreement Term” for the purposes of this program is defined as the 5-year period in which Mobility Project Voucher projects must be built and operated, including a minimum 4 years of operations. For the Needs Assessment projects, the Voucher Agreement Term is 12 months.

“Voucher Funding Term” for the purposes of this program is defined as the period in which all project activities are eligible for payment through the Clean Mobility Options program. For the Mobility Project Voucher, this period is at least 4 years from the voucher agreement execution date, and for the Needs Assessment Voucher, this period is 12 months from the voucher agreement execution date.

4. Applications and Vouchers

“Approved Application” for the purposes of this program is defined as a qualified application that is awarded a voucher.

“Community Outreach Plan” for the purposes of this program is defined as a narrative plan that describes the targeted strategy to engage the identified community residents through outreach and education about the project.

“Financial Sustainability Plan” for the purposes of this program is defined as a narrative plan that shows how the project can be sustainable after State funding is spent or after termination of the Voucher Funding Term. This plan is part of the Mobility Project Voucher application.

“First-come, First-served” for the purposes of this program means the approach used by the Program Administrator to approve eligible applications based on the order in which they were received, starting at the beginning of the application submission window.

“Notice of Intent to Award” for the purpose of this program means a written notice by the Program Administrator notifying the successful applicant that the Program Administrator intends to award the project contingent upon executing the agreement and submitting any outstanding documents.

“Notice to Proceed” for the purpose of this program means a written notice by the Program Administrator that directs the successful MPV Phase 1 applicant to proceed with submitting their Final Application.

“Operating Contingency Plan” for the purposes of this program is defined as a narrative plan that describes how the project approach will be adjusted in the case of unexpected challenges around infrastructure development and site control.

“Qualified Application” for the purposes of this program is defined as an application that meets all minimum eligibility requirements and application requirements contained in the Program Implementation Manual.

“Randomization” for the purposes of this program is defined as a process to equalize application submission by deploying a random number generator to reorder application submissions, using a chance method, only if the funding amount is oversubscribed during the first day of the submission window.

“Voucher Agreement” for the purposes of this program is defined as a “promise to pay” that enables Awardees to develop partnerships and incur costs with assurance that all eligible and approved activities will be paid by the Program Administrator.

- a. Mobility Project Vouchers are intended to support planning, development and implementation of clean mobility options projects.

- b. Needs Assessment Vouchers are intended to support communities in identifying their transportation needs and evaluating gaps through a community transportation needs assessment process.

“Voucher Redemption” for the purposes of this program is defined as the process by which the Program Administrator provides payment to Awardee for incurred expenses after the Voucher Agreement is executed.

“Voucher Expiration” for the purposes of this program is defined as the process by which a voucher becomes invalid, and the Voucher Agreement is terminated when schedule requirements are not met.

“Voucher Renewal” for the purposes of this program is defined as the process by which the Program Administrator may approve an extension of schedule requirements to keep a voucher from expiring.

5. Organizations and Roles

“Awardee” for the purposes of the program is a primary organization who enters into an agreement with the Program Administrator assuming responsibility for managing a clean mobility options project or a community needs assessment project, meeting project milestones, and achieving the goals of CMO.

“Clean Mobility Provider Directory” for the purposes of this program, means an informational resource that summarizes offerings from mobility operators in order to support CMO applicants and Awardees in identifying partners suitable for their communities in an informed and timely fashion.

“Community-based Organization (CBO)” for the purposes of this program is defined as an organization that meets at least two of the following:

- a. Is place-based, with an explicit geographic focus area that includes the proposed Project Area.
- b. Has staff members, volunteers, or Board members that reside in the community where the project is located.
- c. Has a demonstrated track record of at least one year providing services in the proposed Project Area.

“Experienced Partner” for the purposes of this program is defined as an organization on the project team with at least one year of experience operating mobility services.

“Fleet Owner” for the purposes of this program is defined as an organization or the person registered as the owner or lessee of a vehicle by the California Department of

Motor Vehicles, as evidenced on the vehicle registration document carried in the vehicle.

“Lead applicant” for the purposes of this program is defined as an entity that submits an application to the Program Administrator to assume responsibility for managing a clean mobility options project or a community transportation needs assessment project, meet project milestones, and achieve the goals of CMO.

“Mobility Operator” for the purposes of this program is defined as an entity that is leading the development and implementation of systems for operating a mobility service (e.g., carshare, bikeshare), bringing together back-end systems such as user databases and payment platforms with front-facing activities such as vehicle fleet maintenance and day-to-day service provision.

“Program Administrator” for the purposes of this program means the team led by CARB’s grantee, CALSTART that is responsible for administration of the program on behalf of CARB.

“Registered Vendor” for the purposes of this program is defined as a vendor that may receive direct payment from the Program Administrator, upon request by the Awardee and approval by the Program Administrator.

“Sub-Applicant” for the purposes of this program is defined as entities that enter into a partnership with the lead applicant and other eligible organizations to apply for CMO.

BB. LIST OF ACRONYMS

AB	Assembly Bill
AC	Alternating Current
ADA	Americans with Disabilities Act
AQIP	Air Quality Improvement Program
BEV	Battery Electric Vehicle
CALeVIP	California Electric Vehicle Infrastructure Project
BIA	Bureau of Indian Affairs
CARB	California Air Resources Board
CBO	Community-Based Organization
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFR	Code of Federal regulations
CHAdEMO	Charge de Move (equivalent to move using charge)
CMIS	Clean Mobility in Schools
CMO	Clean Mobility Options
CVRP	Clean Vehicle Rebate Project
DAC	Disadvantaged Community
DC	Direct Current
DCFC	Direct Current Fast Charger
EnergIIZE	Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles
EVSE	Electric Vehicle Supply Equipment
FCEV	Fuel Cell Electric Vehicle
FY	Fiscal Year
GGRF	Greenhouse Gas Reduction Fund
GHG	Greenhouse Gas
GPS	Global Positioning System
GVWR	Gross Vehicle Weight Rating
HSC	Health and Safety Code
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
KBB	Kelley Blue Book
kW	Kilowatts
kWh	Kilowatt-hour
LCFS	Low Carbon Fuel Standard
MaaS	Mobility as a Service
MOU	Memorandum of Understanding
NEV	Neighborhood Electric Vehicle
OEM	Original Equipment Manufacturer
PHEV	Plug-in Hybrid Electric Vehicle
PTO	Permission to Operate
PV	Photovoltaic
SAE CCS	Society of Automotive Engineers - Combo Charging System
SB	Senate Bill
SOMAH	Solar on Multifamily Affordable Housing Program
STEP	Sustainable Transportation Equity Project
TNC	Transportation Network Company
U.S. EPA	U.S. Environmental Protection Agency
WAV	Wheelchair Accessible Vehicle
ZEV	Zero-Emission Vehicle

APPENDIX A- Mobility Project Voucher Application Overview

To apply for a Mobility Project Voucher, please complete and submit an application using the CMO online application portal. You may also contact CMO hotline at 626-744-5670 or via email to info@cleanmobilityoptions.org, if you wish to receive a paper copy of the application materials. The Mobility Project Voucher application consists of two phases. Phase 1 is the Basic Eligibility and is open to all applicants. Phase 2 is a Final Application only for qualified applications approved during Phase 1. The Program Administrator will notify applicants approved during Phase 1 to apply to Phase 2. The application materials will be made available prior to the opening of the application window at the application website, and consist of following:

PHASE 1: Basic Eligibility

PROJECT TEAM PROFILE

- Lead applicant and potential sub-applicant general contact information and organization type.
- Organization background and qualifications, such as history of local engagement, key areas of expertise, experience working with disadvantaged and low-income communities or tribes, and how this background enables the organization to implement this project efficiently and effectively.
- Name of organization on the team with at least one year of experience operating mobility services (experienced partner), and what role they play (if available).

PROJECT NARRATIVE

- Description of the project proposal.
- Designation of service model(s) included in the project.
- Description of infrastructure in the proposal, if any.

COMMUNITY TRANSPORTATION NEEDS ASSESSMENT

- Description and analysis of at least one resident survey and 3 data sources and indicators used to develop a Transportation Access Data Analysis, including a copy of the resident survey used in the analysis.
- Description of the community's main travel patterns and transportation gaps based on the Transportation Data Analysis.
- Description of at least two meaningful, representative, community engagement activities that have been conducted to assess the community's transportation

needs (The response must include at least two types of engagement activities). For more information on community engagement activities see Section O.2 of this manual.

- Description of the main transportation and mobility needs identified by the community engagement activities outlined.
- Description of how the proposed project contributes to addressing the needs and preferences for transportation solutions expressed by the community in the needs assessment.
- Explanation of when the needs assessment activities described above was completed.
- Inclusion of the Final Report of the community transportation needs assessment.

PROJECT AREA PROFILE

- Description of how the Project Area is located within an eligible geography.
- Description of the boundaries of the Project Area in one of the following ways:
 - If Project Area boundaries are the same as census tract boundaries, list the census tracts.
 - Describe the boundaries using street names and cross streets.
 - Provide a map showing the geographic boundaries and attach it to the application.
- Description of the population size of the project area with source.
- Indication of whether submission includes application(s) for project area(s) that are located entirely inside unincorporated areas (i.e., no city government represent the area)

TOTAL REQUESTED VOUCHER AMOUNT

- Provide estimated budget amount in accordance with project type (new, existing or combination)

ATTACHMENTS

- Applicable supportive documents to determine eligibility (e.g., non-profit corporation documents)

- Community transportation needs assessment documents (surveys, summary report of findings)

PHASE 2: Final Application

(Only for applicants who have received the notice to proceed from the Program Administrator)

PROJECT NARRATIVE and TEAM PROFILE DETAIL

- Description of the key activities to be conducted for project planning, development, and operations.
- If the project includes an additional transportation enhancement component should be described.

PROJECT MILESTONE SCHEDULE

- An estimated timeline for the life of the project, including all project activities and interim steps needed to implement the project and operate the service for a minimum of 4 years. The schedule should include milestones for the planning and construction, operation, and reporting of the project's implementation. Applicants may submit a draft project milestone schedule with their application and an updated version 1 month after voucher execution (recommended for projects that are still in the development stages).

COMMUNITY OUTREACH PLAN

- Description of plan to engage community residents through outreach and education to prepare for the launch of the project and throughout the project's operations, with consideration of key project stages in which outreach will occur, identification of key partners, their roles for outreach and education, and their knowledge and experience within the community that will enable them to do successful outreach.
- Description of plan to engage with other community stakeholders affected by the project.

COMMUNITY RESOURCE CONTRIBUTION

- Description of at least five types of Community Resource Contributions that are being provided to meet the requirements described in Section G.2 of this manual with supporting documentation.

MOBILITY PROJECT VOUCHER BUDGET WORKSHEET AND PLAN FOR FINANCIAL SUSTAINABILITY

- Description of total estimated project costs during the 5-year Voucher Agreement Term, itemized by project cost components.
- Indication of service model, according to the criteria in Section D.2 of this manual.
- Description of strategies for maintaining the proposed service(s) for a minimum of 4-year operation period.
- Descriptions of strategies for ensuring vehicles and equipment continue to serve the community if operation discontinues after the 5-year Voucher Agreement Term.

REQUIRED ATTACHMENTS

- Mobility Project Voucher Budget Worksheet that quantifies the financial requirements needed to develop and implement the project throughout the 5-year Voucher Agreement Term.
- Letters of Commitment and Support.

APPENDIX B- Community Transportation Needs Assessment Voucher Application Overview

To apply for a Mobility Project Voucher, please complete and submit an application using the CMO online application portal. You may also contact CMO hotline at 626-744-5670 or via email to info@cleanmobilityoptions.org if you wish to receive a paper copy of the application materials. The application consists of only one phase (unlike with the Mobility Project Voucher, which contains two phases). The application materials will be made available prior to the opening of the application window at the application website, and consists of following:

PROJECT TEAM PROFILE

- Lead applicant and potential sub-applicant general contact information and organization type.

PROJECT NARRATIVE

- Explanation of why a transportation needs assessment is needed for the community, including history of environmental and social/economic challenges, areas of investment/disinvestment, and populations that have historically been underrepresented in community or transportation planning.
- Summary of any existing regional, local, or community-level transportation needs assessment efforts and identify gaps that this needs assessment voucher will fill.
- Description of potential transportation needs and solutions that the needs assessment will address (such as certain types of trips residents may not be able to make, or certain types of mobility services residents may prefer or have already been using).
- Description of who the project will engage with, their basic demographics (e.g., income, household size, age, race, gender, languages spoken), and other important characteristics of the community and audience you are trying to reach.
- Description of planned approach and key activities including the timeline for conducting a community transportation needs assessment in accordance with project requirements.
- Description of plan to ensure that the needs assessment activities are representative of and reach the whole community, including those who are not typically served well by existing transportation services or existing public feedback processes.

PROJECT AREA PROFILE

- Description of how the Project Area is located within an eligible geography.

- Description of the boundaries of the Project Area in one of the following ways:
 - If Project Area boundaries are the same as census tract boundaries, list the census tracts.
 - Describe the boundaries using street names and cross streets.
 - Provide a map showing the geographic boundaries and attach it to your application.
- Description of the population size of the project area with source.
- Indication of whether submission includes application(s) for project area(s) that are located entirely inside unincorporated areas (i.e., no city government represent the area)

BUDGET SUMMARY

- Description of total estimated project costs during the 12-month Voucher Agreement Term, itemized by project cost components.

REQUIRED ATTACHMENTS

- Community Transportation Needs Assessment Voucher Budget Worksheet
- Letters of Commitment and Support
- Applicable supportive documents to determine eligibility (e.g., non-profit corporation documents)

APPENDIX C- Clean Mobility Provider Directory

The Program Administrator has developed a Clean Mobility Options Mobility Provider Directory (Directory) to facilitate partnerships with CMO Voucher applicants. The Directory serves as an informational resource to:

- a. Support lead applicants and Awardees in identifying operators and other applicable services suitable for their communities in an informed and timely fashion.
- b. Ensure that voucher Awardees who did not include a partner in their application with the required one year of experience operating a mobility service can identify an experienced operator in a streamlined manner by selecting one from the Directory.
- c. Allow the CMO Program Administrator to effectively communicate and share information about offerings from interested operators and service providers.
- d. Provide statewide exposure for eligible operators and service providers interested in joining project teams.

The organization must meet two minimum qualification criteria to be included in the Directory:

1. Organizations must have at least one year of experience operating mobility services.
2. Organization must be registered to conduct business in California and in good standing with the California Secretary of State.

The Directory is updated with new providers on a regular basis. The current version can be downloaded at www.cleanmobilityoptions.org.

This list is provided to applicants as a resource for project development. Please note that being on the Directory list does not necessarily reflect the views and policies of the California Air Resources Board, nor does the mention of trade names or commercial products as a result of being on the directory constitute endorsement or recommendation for use.

APPENDIX D- CEQA Compliance and Permitting Requirements

Each proposed infrastructure installation (e.g., electric vehicle supply equipment or hydrogen refueling station) may be subject to California Environmental Quality Act (CEQA) compliance, as well as permitting and other requirements. Such proposals must adhere to the requirements specified in this Appendix.

CEQA COMPLIANCE INFORMATION

The California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000 et seq.) requires public agencies to identify the significant environmental impacts of their discretionary actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct or a reasonably foreseeable indirect physical change in the environment is generally considered a project. An activity funded by a grant may be considered a project under CEQA if it will cause a direct or reasonably foreseeable indirect physical change in the environment. Agencies must comply with CEQA before they are discretionally approved for a project. For projects that are exempt from CEQA, agencies may prepare a Notice of Exemption (an example is provided for reference).

Before applicants submit a Mobility Project Voucher Application, applicants must be certain that the project is eligible for a CEQA exemption. Due to the limited expenditure timeframes involved in this program, projects that are not exempt from CEQA will not be eligible for CMO Voucher Pilot Program funding. Applicants must submit a Notice of Exemption or Resolution of Public Agency or Agenda Item approving Exemption within 12 months of the Voucher Agreement execution date or prior to the first payment request associated with infrastructure costs, whichever is sooner. The Program Administrator must ensure that any applicable requirements of the CEQA have been met by the Awardee, as well as any applicable permitting requirements before any funding be disbursed by the Program Administrator.

Applicants must submit a CEQA Worksheet (*Appendix D - Attachment 1*) to the Program Administrator for each proposed infrastructure installation as part of their payment request for infrastructure. The applicant shall provide a detailed description of the project and all of its components, as well as any direct physical changes and reasonably foreseeable indirect changes to the surrounding environment. In order to minimize or avoid adverse environmental impacts, this funding program may only accept applications for proposed projects to be sited where similar infrastructure already exists (e.g., installing electric vehicle supply equipment where electrical infrastructure already exists, or installing a hydrogen refueling station at an existing fueling station or industrial facility).

Prior to receiving voucher funds, the applicant must provide definitive documentation from the local lead agency showing the CEQA process has been completed. If no

CEQA review is required by a local lead agency, provide definitive documentation from the local lead agency explaining why not.

The applicant must provide the following information as it pertains to the proposed project prior to receiving any voucher funds associated with infrastructure costs:

- A. **Proposed Station Location:** The applicant must provide the specific address or equivalent location information for the proposed station, equipment, fill system(s), and/or dispensing unit(s).
- B. **Permits:** The applicant must identify the permits necessary for the project with the proposal narrative.
- C. **Project Impacts:** The applicant must describe the direct physical changes and reasonably foreseeable indirect changes to the surrounding environment that may result from the project.
- D. **CEQA Lead Agency:** The lead agency is the public agency that has the greatest responsibility for carrying out or approving a project and for preparing environmental review documents under CEQA. Where the applicant (potential voucher recipient) is a public agency, the lead agency is typically the applicant. If there are multiple public agencies acting in concert for one project, then the agency which acts first on the project will normally be the lead agency. Where the applicant is a private entity, the lead agency is the public agency that has the greatest responsibility for approving the project as a whole. When issuing contracts, grants, or loans, CARB is typically a Responsible Agency under CEQA, which means that it must make CEQA findings based on review of the lead agency's environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the lead agency and prepare its own environmental documents (based on analysis provided by the applicant). The lead agency will be identified using the following process.
 - 1. Where the proposed project would require a discretionary approval from another permitting agency, the applicant must identify the CEQA lead agency in the application and include documentation demonstrating that contact has been made with the lead agency with jurisdiction over the project for purposes of complying with CEQA. The documentation may be in the form of a letter from the lead agency that is stamped as received by the local agency.
 - 2. If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the applicant to satisfy CEQA requirements.

Regardless of which agency is the lead agency for a proposed project, the applicant shall be responsible for all costs associated with preparation of environmental review documents. The applicant may also be required to retain a consultant to perform environmental studies as appropriate. The Program Administrator may pay the applicant for these activities. The applicant shall also be responsible for all costs associated with defending any legal challenge against the Voucher Agreement or the environmental review documents prepared in support of entering into the Voucher Agreement.

A. CEQA Compliance Where the Proposed Project Would require a Discretionary Approval From Another Permitting Agency (i.e., another permitting agency serves as the Lead Agency):

3. **Exempt Projects:** If the lead agency determines that the proposed project is exempt from CEQA or not a “project” for purposes of CEQA, the applicant must submit proof of such a determination as well as a legally adequate, properly filed Notice of Exemption or proof that more than 180 calendar days have elapsed since the agency’s decision to carry out or approve the project to the Program Administrator within 9 months of the Voucher Agreement execution date or prior to the first payment request associated with infrastructure costs, whichever is sooner. Additionally, the applicant must provide detailed information on why the project meets the applicable statutory or categorical exemption and why no exceptions to the categorical exemptions apply (see CEQA guidelines Section 15300.2). The applicant shall provide substantial evidence, as that term is defined under CEQA guidelines section 15384, that support the lead agency’s conclusion. For example, for a Class One Categorical Exemption (California Code of Regulations (CCR), Title 14 Section 15301), the applicant should provide documentation showing that the project is located at an existing facility that involves negligible or no expansion of an existing use.
 - i. **Ministerial or “Common Sense” Exemptions:** If the lead agency exempts a proposed project under the “ministerial” or “common sense” exemptions (CCR, Title 14, Section 15268 and Section 15061, subd. (b)(3), respectively), the applicant shall provide details on whether the project meets some other statutory or categorical exemption. For example, the applicant should not simply state that a 100 percent renewable hydrogen project is exempt under the commonsense exemption.
4. In accordance with CEQA requirements, CARB may review each project application and consider the facts and circumstances of each project application (including the project’s reasonably foreseeable direct and indirect

impacts) before determining whether the lead agency's CEQA review findings and documentation are adequate.

- B. **CEQA Compliance Where the Proposed Project Would Not Require a Discretionary Approval from Another Permitting Agency:** If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the applicant to satisfy CEQA requirements. The applicant must provide CARB with detailed information regarding the project description why the project would qualify for any CEQA exemptions, and why no exceptions would apply pursuant to CEQA Guidelines Section 15300.2. In accordance with CEQA requirements, CARB will review each project application, and consider the facts and circumstances of each project application (including the project's reasonably foreseeable direct and indirect impacts) before determining the level of required environmental review. As noted above, the applicant shall be responsible for all costs associated with preparation of environmental review documents. The applicant may also be required to retain a consultant to perform environmental studies as appropriate. The Program Administrator may pay for these activities.
- C. **Other Relevant CEQA Information:** The applicant shall submit any other relevant CEQA documentation or information that will assist CARB or the Program Administrator in confirming CEQA compliance.

Within a proposal, the applicant is encouraged to fully document efforts completed or underway to achieve CEQA compliance. This includes, but is not limited to, CEQA compliance documentation, completed or scheduled pre-application meetings with the local CEQA lead agency, or documentation of contact with CEQA lead agency.

PERMITTING

The Applicant must include information in their application that describes their plans to obtain permits for each proposed infrastructure installation. The Governor's Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle

Phone: 916-322-0563

Email: tyson.eckerle@gov.ca.gov

PHOTOGRAPHIC EVIDENCE OF THE LOCATION LAYOUT

The application must provide photographic images with both date and time stamps of all intended locations. The images must show the station ingress and egress.

EXAMPLE NOTICE OF EXEMPTION

To: County Clerks, Counties of Sonoma, Marin, and Napa

From: San Andreas Transit Agency

Project Title: Electric Vehicles and Data Collection Project

Project Location: The following locations have been identified at existing facilities in California for participation in this proposed technology demonstration project: 1) 123 Sample Lane, Glen Ellen, CA, Sonoma County; 2) 321 Environmental Court, Mill Valley, CA, Marin County; 3) 467 Sky St., St. Helena, CA, Napa County.

Description of Nature, Purpose, and Beneficiaries of Project: The San Andreas Transit Agency has partnered with an original equipment manufacturer (OEM) to test and deploy heavy duty battery electric vehicles (HDBEV) and zero emission on-road and off-road equipment and install onsite energy efficiency measures at five warehouse or freight facilities. The project is expected to include the following activities at the five facilities:

123 Sample Lane, Glen Ellen, CA: 1) Test and deploy four Smith heavy duty battery electric vehicles (HDBEVs), two battery electric vehicle (BEV) yard tractors, and 10 BEV forklifts; and 2) install one megawatt (MW) of solar panels, one 150-kilowatt (kW) charger, two 50 kW chargers, 12 Level 2 chargers for equipment, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

321 Environmental Court, Mill Valley, CA, Marin County: 1) Test and deploy seven commercial Class 8 HDBEVs for rental; and 2) install one 150 kW charger, two 50 kW chargers, one 80 kW mobile charger, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

467 Sky St., St. Helena, CA, Napa County: 1) Test and deploy one Smith HDBEV (pilot), eight commercial Class 8 HDBEVs for rental, and one Class 3 BEVs; and 2) install one 150 kW charger, four 50 kW chargers, two 80 kW mobile chargers, five Level 2 workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

The locations affected by the proposed project are at existing facilities located in industrial and commercial areas, which have already been graded, disturbed, paved, and have existing structures. The HDBEV and zero emission on-road and off-road

equipment will replace service currently provided by diesel powered equipment. Installation and deployment of the charging infrastructure would require limited alteration activities such as minor trenching for electrical conduit, delivery and placement of prefabricated electric vehicle (EV) charging equipment, and minor paving and concrete activities to restore the disturbed surfaces and installation of solar panels will occur on top of existing facilities. Additionally, onboard data collectors will collect data (vehicle miles travelled, hours of operation, battery performance, etc.) on each truck and equipment. The information collected through the project will measure performance and provide data to help further research into electric vehicles and supporting infrastructure.

Public Agency Approving Project: San Andreas Transit Agency

Agency Carrying Out Project: San Andreas Transit Agency

Exempt Status:

CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule

CEQA Guidelines Section 15301(a) – Existing Facilities

CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures

CEQA Guidelines Section 15304(f) – Minor Alterations to Land

CEQA Guidelines Section 15306 – Information Collection

Reasons why project is exempt: San Andreas Transit Agency staff has reviewed the proposed project pursuant to: 1) CEQA Guidelines Section 15002(k) - General Concepts, the three-step process for deciding which document to prepare for a project subject to CEQA; and 2) CEQA Guidelines Section 15061 - Review for Exemption, procedures for determining if a project is exempt from CEQA. In addition, San Andreas Transit Agency staff contacted planning staff at each planning department with jurisdiction over the EV Charging sites and each treat these installations as ministerial (e.g., exempt from CEQA review). San Andreas Transit Agency staff has determined that it can be seen with certainty that there is no possibility that the proposed project to develop and demonstrate zero emission heavy-duty trucks, freight handling equipment, EV infrastructure and renewable energy may have a significant adverse effect on the environment. Therefore, the project is considered to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule. The project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(a) – Existing Facilities, because the proposed project involves only minor physical modifications or alterations to existing

facilities involving electrical conveyances. Further, because implementation of the project may also involve improvements to electrical extensions and installation of solar panels on top of existing facilities requiring new construction or the conversion of small structures, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures. Similarly, because the project may involve minor trenching and backfilling where the surface will be restored, as well as solar panel installation on top of existing facilities, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15304(f) – Minor Alterations to Land. Finally, because the overarching purpose of the project is to conduct research for the purpose of collecting data on the use of electric vehicles and EV charging units, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15306 – Information Collection. Further, staff has determined that there is no substantial evidence indicating that any of the exceptions to the categorical exemptions apply to the proposed project pursuant to CEQA Guidelines Section 15300.2 – Exceptions. Therefore, the proposed project is exempt from CEQA.

Date of Project Approval: San Andreas Transit Agency Governing Board Hearing:
March 18, 2019

CEQA Contact Person:

Phone Number:

Email:

Fax:

Rule Contact Person:

Phone Number:

Email:

Fax:

Date Received for Filing:

Signature: Giulia Patton, San Andreas Transit Agency, CEQA Section

ATTACHMENT 1. California Environmental Quality Act Worksheet

This attachment must be submitted for proposed infrastructure installation as part of the payment request for infrastructure (e.g., electric vehicle supply equipment, bicycle storage units) if applicable.

The California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 et seq.) requires public agencies to identify the significant environmental impacts of their actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment is called a “project” (Public Resources Code Section 21065). Agency compliance with CEQA may include preparing a Notice of Exemption or conducting an Initial Study and preparing a Negative Declaration, a Mitigated Negative Declaration, or, if there are significant impacts, an Environmental Impact Report.

Before applicants submit a Mobility Project Voucher Application, applicants must be certain that the project is eligible for a CEQA exemption. Due to the limited expenditure timeframes involved in this program, projects that are not exempt from CEQA will not be eligible for CMO Voucher Pilot Program funding.

The Lead Agency is the public agency that has the greatest responsibility for preparing environmental documents under CEQA, and for carrying out, supervising, or approving a project. Where the applicant (potential voucher recipient) is a public agency, the Lead Agency is typically the applicant. Where the applicant is a private entity, the Lead Agency is the public agency that has the greatest responsibility for supervising or approving the project as a whole.⁷⁹ When issuing contracts, grants, or loans, the California Air Resources Board (CARB) is typically a “Responsible Agency” under CEQA, which means that it may make its own CEQA findings based on review of the Lead Agency’s environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the Lead Agency and prepare its own environmental documents (based on analysis provided by the applicant).

This worksheet will help CARB determine what kind of CEQA review, if any, is necessary, and which agency will be performing that review as a Lead Agency. The Program Administrator must ensure that any applicable requirements of the CEQA have been met by the applicant, as well as any applicable permitting requirements before any funding be disbursed by the Program Administrator.

See this page for the worksheets. Make copies as necessary to submit with the payment request.

⁷⁹ 14 CCR sections 15050, 15051. The Lead Agency typically has general governmental powers (such as a city or county), rather than a single or limited purpose (such as an air pollution control district).

Please answer all questions in the worksheet below as completely as possible. The Program Administrator or CARB may request additional information in order to clarify responses provided on this worksheet.

1. Please provide a detailed summary below of the proposed project and project location (use additional sheets if necessary)

2. What are the physical aspects of the project? (Check all that apply and provide a brief description of work, including any size or dimensions of the project.)
Additionally, provide site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)

Project Aspect	Yes	No	Description of Project Aspect
Ground disturbance (including grading, paving, trenching, etc.) Provide length and depth and describe whether the area(s) to be disturbed are previously disturbed.	<input type="checkbox"/>	<input type="checkbox"/>	
New or replaced pipelines	<input type="checkbox"/>	<input type="checkbox"/>	
Construction of underground facilities (including tanks)	<input type="checkbox"/>	<input type="checkbox"/>	
Modification or conversion of a facility, or construction of new or modified structures	<input type="checkbox"/>	<input type="checkbox"/>	
New or modified operation of a facility or equipment	<input type="checkbox"/>	<input type="checkbox"/>	
On-road demonstration	<input type="checkbox"/>	<input type="checkbox"/>	
Project Aspect	Yes	No	Description of Project Aspect
EV infrastructure (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Alternative gas station (how many, what kind, approximate dimensions)	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	
Solar component (extent of and general location at project site)	<input type="checkbox"/>	<input type="checkbox"/>	
Paper study (including analyses on economics, feedstock availability, workforce availability, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Laboratory research	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary or mobile structures (skid-mounted)	<input type="checkbox"/>	<input type="checkbox"/>	
Design/Planning	<input type="checkbox"/>	<input type="checkbox"/>	
Other (describe and add pages as necessary)	<input type="checkbox"/>	<input type="checkbox"/>	

3. Where is the project located or where will it be located? Additionally, specify where on the referenced property address the project components will be located by providing site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)

Address	County	Type of Work to Be Completed at Site

4. Will the project potentially have environmental impacts that trigger CEQA review? (Check a box and explain the answer for each question. Additionally, please provide a complete description of any direct physical changes and reasonably foreseeable indirect changes to the environment that may result from the project. Please provide as much detail as possible. You may provide additional information on supplemental pages as necessary.)

Question	Yes	No	Don't Know	Explanation
Is the project site environmentally sensitive?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project site on agricultural land?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the land on which the project would be built previously disturbed? Please provide detail on how the land is previously disturbed, i.e., whether it is paved and/or graded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is this project part of a larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there public controversy about the proposed project or larger project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will historic resources or historic buildings be impacted by the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project located on a site the Department of Toxic Substances Control and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or cleanup problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project generate noise or odors in excess of permitted levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project increase traffic at the site and by what amount?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project expected to result in environmental impacts to any other resource area (e.g., air quality, aesthetics, water quality)? (Add pages as necessary.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. Will the project require discretionary permits or determinations, as listed below?

Type of Permit	No	Modified	New	Approving Agency	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
Air Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Quality Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Conditional Use Permit or Variance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Building Expansion Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Hazardous Waste Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Rezoning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Authority to Construct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other Permits (List types)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

6. Of the agencies listed in #4, have you identified and contacted the public agency who will be the lead CEQA agency on the project?
- ☐ Yes. Provide the name and contact information for the lead agency.
- ☐ No. Explain why no contact has been made and/or a proposed process for making contact with the lead agency.
7. If you identified an agency with discretionary approval authority over the project (see Item 4 above), has the public agency prepared environmental documents (e.g., Notice of Exemption, Initial Study/Negative Declaration/Mitigated Negative Declaration, Environmental Impact Report, Notice of Determination) under CEQA for the proposed project?
- ☐ Yes. Please complete the following and attach the CEQA document to this worksheet. (For "Not a project," the title of the document may be an e-mail, resolution, or letter.)

Type of Environmental Review	Title of Environmental Document (Attach the document to this form.)	State Clearinghouse Number	Completion Date	Planned Completion Date (<u>must be before approval of grant</u>)
<input type="checkbox"/> "Not a project" <input type="checkbox"/> Email <input type="checkbox"/> Letter <input type="checkbox"/> Resolution <input type="checkbox"/> Other:		N/A		N/A
Exempt (Resolution of public agency or Agenda Item approving Exemption)		N/A		N/A
Exempt (Notice of Exemption)		N/A		
Initial Study				
Negative Declaration				
Mitigated Negative Declaration				
Notice of Preparation				
Environmental Impact Report				
Master Environmental Impact Report				
Notice of Determination				
National Environmental Policy Act (NEPA) Document (Environmental Assessment, Finding of No Significant Impact, and/or Environmental Impact Statement)				

☐ No. Explain why no document has been prepared. Propose a process for obtaining lead agency approval and estimated date for that approval (must occur before CARB will approve the grant).

Certification: I certify to the best of my knowledge that the information contained in this worksheet is true and complete. I further certify that I am authorized to complete and sign this form on behalf of the proposing organization.

Name:

Title:

Signature:

Phone Number:

Email:

Date:

APPENDIX E- Hydrogen Refueling Station Requirements

I. MINIMUM TECHNICAL REQUIREMENTS

To be eligible under this program, applications that include a hydrogen refueling station to be funded as part of the project must, at a minimum, meet each of the following minimum technical requirements. Applications that include hydrogen refueling infrastructure must be located where similar infrastructure already exists (e.g., installing a hydrogen refueling station at an existing fueling station or a commercial or industrial facility). Applications including the use of an existing hydrogen station for refueling project vehicles must provide assurances that the station can meet all refueling needs of the project vehicles in terms of refueling pressure, vehicle storage, hydrogen quality, safe refueling, and other requirements described herein.

A. Hydrogen Quality

Hydrogen dispensed at the station shall meet the requirements adopted by the Department of Food and Agriculture Division of Measurement Standards, and found in Title 4, Division 9, Chapter 6, Article 8 of the California Code of Regulations (CCR), Automotive Products Specifications. The regulation adopts by reference the Society of Automotive Engineers (SAE) International J2719: "Hydrogen Fuel Quality for Fuel Cell Vehicles," most recent version (www.sae.org). Hydrogen dispensed at the station shall also comply with Compressed Gas Association (CGA) G-5.3-2017 specification guidelines for gaseous and liquid hydrogen for fuel cell applications developed by the Compressed Gas Association. A hydrogen refueling station must undergo and pass the hydrogen purity test under all the following circumstances: before being considered operational; every 6 months thereafter; and when the hydrogen lines are potentially exposed to contamination due to maintenance or other activity. The applicant must employ and provide a narrative of the best practices that ensure continued adherence to hydrogen purity standards.

B. Fueling Protocols

The station/dispenser(s) shall meet the appropriate SAE International standards for the vehicles being fueled, which for light duty vehicles, includes SAE J2601, "Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles, most recent version; and for medium duty vehicles, includes SAE J2601/2, "Fueling Protocol for Gaseous Hydrogen Powered Heavy Duty Vehicles," most recent version (www.sae.org). The applicant must describe how the fueling protocol and equipment at the station match project vehicle requirements.

C. Fire and Safety Awareness, Prioritization, and Adherence

To the extent practicable and with consideration of local ordinances, applicants should meet the requirements of the following California Fire Code sections: Chapter 23 –

Hydrogen Motor Fuel Dispensing and Generation Facilities; Chapter 53, Section 5301.1 – Compressed Gasses; and Chapter 58, Section 5801.1 – Flammable Gasses and Flammable Cryogenic Fluids, all of which incorporate by reference National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code: most recent edition, <http://www.nfpa.org>, as a guideline for hydrogen refueling station design.

D. Dispenser Pressure

Each hydrogen refueling station identified for the project that dispenses gaseous hydrogen into onboard storage tanks of light duty vehicles shall dispense fuel at 700 bar, shall follow the appropriate SAE International fueling protocol (e.g., SAE J2601, Fueling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles”, most recent version), and shall comply with the most recent version of CSA Group (formerly Canadian Standards Association, CSA) Hydrogen Gas Vehicle (HGV) 4.3 Test Methods for Hydrogen Fueling Parameter Evaluation. Dispensing hydrogen at 350 bar is optional, but it is required to match the fueling requirements of project vehicles. The applicant must describe how the station will accommodate refueling all project vehicles and describe how they will document compliance with the appropriate SAE standard (J2601 and, if applicable, J2601/2).

E. Hydrogen Dispensing

For applications including a hydrogen station that intends to sell gaseous hydrogen by the kilogram, the applicant must:

1. Demonstrate that the hydrogen dispensers conform to the specifications and tolerances specified in CCR, Title 4, Division 9 Measurement Standards, Chapter 1. Tolerances and Specifications for Commercial Weighing and Measuring Devices, Article 1, National Uniformity, Exceptions and additions, Sections 4001, Exemptions, and 4002. Additional Requirements, Subsection 4002.9 Hydrogen Gas Measuring Devices (3.39); and
2. Satisfy the technical requirements of U.S. Department of Commerce/National Institute of Standards and Technology (NIST), specifications Tolerances, and Other Technical Requirements for Weighing and Measuring Devices as adopted by the 102nd National Conference on Weights and Measures 2017, NIST Handbook 44, 2018.

In addition, for a hydrogen station that intends to sell hydrogen by the kilogram, the application must describe how payment will be accepted at the point of sale, acceptable payment methods, and how sales transactions will be recorded.

Applications with hydrogen stations that do not intend to sell gaseous or liquid hydrogen by the kilogram must explain how they will quantify hydrogen fuel dispensed

and the estimated degree of accuracy. Hydrogen stations funded through this program will be required to quantify hydrogen dispensed on a quarterly basis.

F. Hydrogen Dispensers

The station/dispenser(s) shall be capable of meeting or exceeding the National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code, most recent edition, www.nfpa.org. Hydrogen connectors, nozzles and receptacles must meet all requirements of SAE J2600: Compressed Hydrogen Surface Vehicle Fueling Connection Devices and pass all J2600 testing to be considered SAE J2600 compliant.

G. Vehicle to Station Communications

The station shall meet the requirements of SAE J2799: Hydrogen Surface Vehicle to Station Communications Hardware and Software, 2014.

H. Station Design Requirements

Hydrogen stations for light-duty vehicles, trucks and SUVs up to 14,000 lbs. Gross Vehicle Weight Rating must comply with CSA HGV 4.9 Hydrogen Fueling Station standards, which specify design, installation, operation and maintenance of brick-and-mortar and modular gaseous hydrogen fueling stations for light-duty vehicles. Hydrogen refueling stations must have a plan in place for continued refueling of project vehicles in the event that the existing station goes off-line. The applicant must provide a detailed plan, equipment list, and performance specifications to show they are able to obtain and contract for temporary fueling from an experienced supplier.

I. Release Reporting

Hydrogen stations shall comply with the hazardous materials release reporting requirements contained in California Health and Safety Code Section 25510(a).

J. Renewable Hydrogen

Applications must demonstrate compliance with the minimum Renewable Hydrogen Requirements and the data collection requirements detailed in Section III of this Appendix. This compliance may be met considering all stations and fuel dispensed included in the application for which the applicant is applying for funding under this program.

II. MOBILE REFUELERS REQUIREMENTS

Mobile refuelers may be used to provide additional capacity on a temporary basis to support high use areas, remote areas, or as a backup for outages. Applications that

request funding for mobile refuelers must meet US Department of Transportation (DOT) standards for moving flammable gases (the primary relevant regulation is 49 CFR 173.301.).^{80[1], 81[2]} For planning to comply with DOT standards, the Compressed Gas Association TB25 “Design Considerations for Tube Trailers” which has been incorporated by reference into 49 CFR 173.01, offers a solid starting point to be used for performing analysis or performance testing. For composite tanks commonly used to store hydrogen, DOT standards will require a full range of testing to verify integrity.

It is recommended that manufacturers of mobile refuelers contact the Pipeline and Hazardous Materials Safety Administration (PHMSA) at DOT prior to testing to ensure tests and methods meet all requirements.

The hydrogen dispenser(s) shall be capable of meeting or exceeding the National Fire Protection Association (NFPA) 2: Hydrogen Technologies Code, most recent edition, www.nfpa.org. Hydrogen connectors, nozzles and receptacles must meet all requirements of SAE J2600: Compressed Hydrogen Surface Vehicle Fueling Connection Devices and pass all J2600 testing to be considered SAE J2600 compliant.

III. RENEWABLE HYDROGEN REQUIREMENTS

The hydrogen refueling station(s) funded under this program shall dispense renewable hydrogen to comply with the requirements specified in the California Air Resources Board Low Carbon Fuel Standard regulation, of the California Code of Regulations Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, Section 95481(a)(124) “Definitions - Renewable Hydrogen;” and Section 95486.2(a)(4)(F) “Hydrogen Refueling Infrastructure (HRI) Pathways – Requirements to Generate HRI Credits.”

Applications that request funding for proposed hydrogen refueling station(s) must provide a plan for ensuring that dispensed hydrogen is generated using at least 33 percent eligible renewable resources (i.e., feedstocks or electricity) as detailed below. This plan must detail the process used to generate the hydrogen, the location where the hydrogen will be generated (i.e., at the proposed hydrogen station site or at an off-site production facility), the eligible renewable resources used to generate the hydrogen, and how the applicant will track and provide verifiable evidence that the dispensed hydrogen is generated from at least 33 percent eligible renewable resources.

A. Eligible Renewable Feedstocks

Eligible renewable feedstocks include:

^{80[1]} <https://www.fmcsa.dot.gov/regulations/hazardous-materials/how-comply-federal-hazardous-materials-regulations>

^{81[2]} 49 CFR 173.301 “General requirements for shipment of compressed gases and other hazardous materials in cylinders, UN pressure receptacles and spherical pressure vessels.” This regulation incorporates CGA – TB25 “Design Considerations for Tube Trailers” by reference, highlighted here for its direct application to mobile fuelers.

- Biomethane or biogas such as biomass, digester gas, landfill gas, sewer gas, or municipal solid waste gas.
- Other feedstocks may be eligible if the Application demonstrates that the proposed feedstock is sustainably produced, reduces greenhouse gas emissions compared to the petroleum baseline, and achieves the Sustainability Goals of the Alternative and Renewable Fuel and Vehicle Technology Program Regulations (20 CCR 3101.5).

B. Eligible Renewable Electricity Sources

Eligible renewable electricity sources include facilities that use the following:

- Fuel cells using renewable fuels
- Geothermal
- Small hydroelectric (30 megawatts or less)
- Ocean wave
- Ocean thermal
- Tidal current
- Photovoltaic (PV)
- Solar Thermal
- Wind
- Biomass digester gas
- Municipal solid waste conversion (non-combustion thermal process)
- Landfill gas

C. Required Information

For hydrogen produced directly from eligible renewable feedstocks, applications must include information about the source of the feedstock(s); how the feedstocks will be processed into fuel; and how the fuel will be transported, stored, and ultimately dispensed at the proposed station(s). For hydrogen generated from electricity (e.g., electrolysis), applicants must describe source(s) of eligible renewable electricity that satisfy the conditions outlined below in Section D.

Once a project hydrogen station is operational, the Lead applicant will be responsible for ensuring that data is provided to the Program Administrator on a quarterly basis regarding hydrogen production, delivery, and dispensing for the purposes of carrying out the project. Data collection will include but not be limited to:

- For all stations – performance data including quantity of fuel produced and dispensed, energy used for hydrogen production, storage, cooling, compression, and dispensing, estimated cost to produce fuel, fueling times, station down time, servicing and maintenance information, and driver/operator feedback on refueling.
- For a station generating hydrogen from electrolysis – documentation of electricity and water used for hydrogen generation, power generated from on-site sources and attributed to onsite hydrogen production, and if applicable, power obtained through other eligible sources.
- For a station producing hydrogen from eligible renewable feedstocks – amount of biogas or other renewable feedstock (in mega joules), total amount of fossil natural gas from the pipeline (in mega joules) or other fuel used for hydrogen generation and steam production, and total electricity and water usage for hydrogen generation, storage, compression and dispensing.

All data will be recorded on the NREL Data Collection Tool,⁸² or another format as specified by CARB or the Program Administrator.

D. Renewable Electricity Requirements

Renewable electricity used for hydrogen generation may be:

1. Generated from one or more eligible electricity sources (listed above- Appendix E. III. B) that meet the requirements under California Public Utilities Code section 399.12, and are co-located with the refueling station site or located on

⁸² The NREL Data Collection Tool is Attachment 11 of GFO-15-605 – Light Duty Vehicle Hydrogen Refueling Infrastructure located on the California Energy Commissions Contracts webpage.
https://www.energy.ca.gov/sites/default/files/2019-05/Attachment-11_NREL_Data_Collection_Tool_0.xlsx.

property owned by the hydrogen producer, and produce no additional renewable attributes such as renewable energy certificates; or

2. Obtained through a program with eligibility requirements that match or are more stringent than the Green Tariff Shared Renewables program under the California Public Utilities Code sections 2831-2833.

E. Biogas Requirements

Biogas or biomethane used for hydrogen generation may be:

- (1) Physically supplied directly to the hydrogen production facility; or
- (2) Injected as certified Renewable Natural Gas (RNG) into a common carrier pipeline in North America (and thus commingled with fossil natural gas) and reported as an input to hydrogen production, provided the following conditions are met:
 - a. The quantity of RNG (and all associated environmental attributes) injected into the pipeline must be accompanied by documents linking the environmental attributes of the injected RNG to the corresponding quantities of natural gas withdrawn for hydrogen production. Documents include monthly invoices showing quantities of RNG sourced and the contracted price per unit, and the contract by which the hydrogen producer obtained the environmental attributes.
 - b. The quantity of RNG (and all associated environmental attributes) injected into pipeline in one calendar quarter must match the quantity of pipeline natural gas sold as RNG for hydrogen production no later than the following calendar quarter.

F. Verification

CARB will verify, based on the information provided in the application, whether the renewable hydrogen requirement is met.

G. SB 1505 Disclaimer

The 33 percent Renewable Hydrogen Content requirement is a condition to participate in this program. This is separate and distinct from CARB's sole authority to regulate the renewable hydrogen content requirements for hydrogen refueling stations under Health and Safety Code, Section 43869 (commonly referred to as Senate Bill 1505 or SB 1505). Fulfilling the 33 percent Renewable Hydrogen Content requirement in this program does not guaranty or warranty in any way that hydrogen refueling stations funded under this program will meet any standards or regulations that CARB may

adopt in the future for hydrogen refueling stations pursuant to the authority in SB 1505. The applicant will be solely responsible for complying with such standards and regulations as applicable, including funding its compliance with them.

APPENDIX F- Data Collection Requirements

The Program Administrator team is conducting a project evaluation for both Mobility Project Voucher and Community Transportation Needs Assessment Voucher across a series of indicators. This evaluation intends to assess the voucher recipient's perceptions of the administrative process, capacity building, overall program, and improvement of mobility equity, climate resilience, and accessibility in program communities. The Program Administrator will provide each awardee with an evaluation framework document during orientation activities. This framework includes all measured indicators and, for Mobility Project Awardees, will consist of a site-specific logic model based on the Awardee's application and proposed project design. The Program Administrator may also request Awardee support to arrange community interviews or focus groups to collect data for the program evaluation process.

Awardee is responsible to collect, monitor, and report required project data for the duration of the Voucher Agreement Term. Awardee is responsible for obtaining telematics devices that collect the data requirements in this section. The Program Administrator will coordinate with the Awardee to obtain these data, administer surveys to participants to collect usage data and other information as specified in this document, and confirm a process for reporting. The Program Administrator will also provide all reporting forms and survey templates with required questions.

The program evaluation consists of the following components:

A. Greenhouse Gas (GHG) Emission Reductions Estimates (See Section F-1)

The Program Administrator will calculate an initial estimated GHG emission reduction for each project based on data provided by the Mobility Project Voucher lead applicant, using CARB's most updated quantification methodology. The Program Administrator team will provide forms with prefilled data when available for Awardee completion and confirmation during orientation. Data for GHG emissions must be completed and submitted by the first quarterly status data reporting or Operations Launch, whichever occurs first. If a project includes more than one service model, separate estimations are required for each service.

B. User Surveys (See Section F-2)

Awardees must administer user surveys throughout the Voucher Agreement Term. For Mobility Project Vouchers, all surveys will be provided by the Program Administrator with consistent language across all projects. The Program Administrator will host the survey on a secure third-party platform. A no-cost license for the platform will be provided to the Awardee. There are four required types of surveys to be deployed for Mobility Project Vouchers, and there are two required types of surveys to be deployed for Community Transportation Needs Assessments. The Program Feedback Survey is required to be responded to by all awardees as requested by the Program

Administrator as part of project status reporting. The final Program Feedback Survey must be completed at the end of the Voucher agreement term or project completion (whichever occurs first) as part of the final project status report. Sample question topics for each survey are listed below. Questions are subject to change, given updates and refinements to the evaluation framework.

1. Intake/Sign-Up Surveys: Deployed either during planning and construction phase or beginning at Operations Launch as residents begin to use the services
2. Post-Trip Surveys: After a designated intake period, post-trip surveys will be deployed to capture travel activities, service feedback and satisfaction throughout the Operations Period
3. User Surveys: Beginning at least 1 year from Operations Launch and 6 months before the end of the Voucher Agreement Term a user survey will be deployed to capture behavior change and service feedback and satisfaction
4. Community Engagement Survey: During or after a community engagement event Awardees are encouraged to request feedback from attendees, otherwise the required questions will be included in the intake/sign-up surveys and/or user surveys deployed throughout the Voucher Agreement Term
5. Program Feedback Survey (Awardees Only): A survey will be issued to all awardees on a regular basis to gather feedback across specific indicators. Survey responses should be submitted at the same time as project status reporting.

C. Project Status Reporting (See Section F-3)

Awardees must submit project data with their Quarterly Status Reports as required throughout the Voucher Agreement Term. There are five project data reports required:

1. Vehicle and Infrastructure Equipment Specifications
2. Vehicle and Infrastructure Equipment Operations
3. Job Creation and Workforce Development
4. Membership/Participation Data
5. Community Engagement and Outreach

Any data collected that contains personally identifiable information (PII), such as the names, personal phone numbers, and home addresses, should be secured and protected. All information and data collected as a response to the Clean Mobility Voucher Pilot Program's data collection requirements is the property of CARB and will

become a public record. As such, any information or data that contains PII should only be reported in aggregate, with PII removed, or only retained for contact purposes. All data trip information collected via telematics and surveys is subject to availability. If installation of telematics hardware is found to be infeasible, the applicant may request an exemption from this requirement and propose an alternative approach to collecting necessary location and usage data to the Program Administrator, who will consider such requests on a case-by-case basis as detailed and agreed to by the Awardee in Terms and Conditions Chapter III.V.1.e. If this is found to be the case an explanation and plan to satisfy data collection requirements must be provided to the Program Administrator at least 60 days before Operations Launch.

Sections F-1 through F-3, below, list the data elements requested to complete a program evaluation for all the projects receiving voucher funds under the Clean Mobility Voucher Pilot Program. All data is required with the following exceptions: To ensure PII is not compromised, if applicable and requested by the Program Administrator data should be aggregated in such a way as to not reveal PII. The Program Administrator will work with the Awardee to ensure PII collection is limited to only necessary information to conduct appropriate data analysis. The Program Administrator reserves the right to require additional data elements beyond what is presented below.

Section F-1. Minimum Items for GHG Emissions Reductions Estimates

A. Operational Data for GHG estimations (all services)

- a. Estimated average occupancy per vehicle in year 1 and last year of Voucher Agreement
- b. Estimated average number of vehicles in year 1 and last year of Voucher Agreement
- c. Estimated average number of vehicle trips in year 1 and last year of Voucher Agreement
- d. Estimated average trip length
- e. Estimated annual average number of fares
- f. Estimated annual average number of subsidies
- g. Estimated average value of each subsidy (per subsidy)

B. Public Transit Data (only for bicycle, carpool, vanpool, ride-on-demand services)

- a. Length of average passenger trip on public transit

- b. Estimated increase in public transit in Year 1 and final year
- C. Bike Infrastructure (only for projects implementing quick-build or bike lanes)
 - a. Existing bikeway class
 - b. New bikeway class
 - c. One-way facility length
 - d. Current average daily traffic (vehicles trips per day)
 - e. University Town with population <250,000 (yes/no)
 - b. Number of key destinations within ¼ mile
 - c. Number of key destinations within ½ miles

Section F-2 Minimum Items for Surveys

A. Intake/Sign-Up Survey

- a. Transportation barriers/constraints (e.g., financial, personal mobility limitations, distance, time)
- b. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, employment status, zip code, cross streets geographical classification)
- c. Unmet transportation and mobility needs (current and predicted)
- d. Travel destinations (current and predicted) (e.g., work commute, grocery shopping, medical appointments, school commute.)
- e. Travel patterns (e.g., frequency of use, average trip length, travel time)
- f. Vehicle access and fuel type
- g. Previous incentive program use
- h. Average annual auto miles traveled per year
- i. Perceived accessibility measures and mobility challenges
- j. Availability, reliability, and safety measures (e.g., vehicle availability, perceived comfort and safety of travel, use and access to vehicles and charging equipment)

- k. Perception of GHG emission and climate-related variables
- l. Perception of community and personal economic well-being
- m. Feedback from participants regarding the effectiveness of outreach efforts and materials (e.g., Engagement meetings attended, acknowledgment of views, perception of meeting diversity, satisfaction with event locations and times, language of materials)

B. Post Trip Survey

- a. Service satisfaction
- b. Mode replacement
- c. Travel Type, Destination/Origin
- d. Number of passengers
- e. General feedback

C. User Survey

- a. User experience (e.g., availability, capacity to meet travel needs, perceived safety, and any barriers)
- b. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, Employment status, zip code, cross streets to residence, geographical classification, etc.)
- c. Transportation barriers/constraints (e.g., financial, personal mobility limitations, distance, time)
- d. Unmet transportation and mobility needs (current and predicted)
- e. Travel destinations (current and predicted) (e.g., work commute, grocery shopping, medical appointments, school commute.)
- f. Travel patterns (e.g., frequency of use, average trip length, travel time)
- g. Vehicle access
- h. List of unmet transportation and mobility needs
- i. Primary purpose of using the service (e.g., work commute, grocery shopping, medical appointments, school commute, etc.)
- j. Perceived accessibility measures and mobility challenges

- k. Availability, reliability, and safety measures (e.g., vehicle availability, perceived comfort and safety of travel, use and access to vehicles and charging equipment)
- l. User experience of the advanced technology vehicles and equipment, e.g., vehicle availability, power, perceived safety, refueling/recharging experience, and any barriers
- m. User experience of how the service increased their accessibility
- n. Perception of GHG emission and climate related variables
- o. Perception of community and personal economic well-being

D. Community Engagement Survey (post-event)

- a. Feedback from participants regarding effectiveness of outreach efforts and materials
 - i. Number of meetings attended
 - ii. Perspectives and views acknowledged
 - iii. Satisfaction of input
 - iv. Satisfaction of report back to the community
 - v. Perception of meeting diversity
 - vi. Event time and location satisfaction
 - vii. Language of events and materials satisfaction

E. Program Feedback Survey (for Awardees only)

- a. Overall program satisfaction
- b. Ease of voucher payments and reporting requirements
- c. Technical Assistance Feedback
- d. Clean Mobility Equity Alliance attendance, ratings, and usefulness
- e. Satisfaction with tools and resources provided

Section F-3 Minimum Items for Project Status Reporting

A. Vehicle and Infrastructure Equipment Specifications (also required for capital acquisition payments)

- a. Vehicle specifications, e.g., new or used, manufacturer, model, model year, gross vehicle weight rating, fuel type, battery/fuel capacity (kWh/gallons/kg), charging equipment requirements
- b. Unique Vehicle ID (per vehicle)
- c. Age and current mileage for used vehicles
- d. Purchase/lease date, purchase/lease amount
- e. Registration date and date of next renewal (for vehicles)
- f. Insurance information and date of next renewal (for vehicles)
- g. Odometer reading for new and used vehicles
- h. First date of operation (for both vehicles and charging equipment)
- i. Unique Charging equipment ID (per piece of equipment)
- j. Charging equipment specifications (e.g., manufacturer, model, model year, charger level, nameplate capacity of the installed equipment in amperage and kW for chargers, etc.)
- k. Site location for charging equipment (street address, if available, location types such as street, parking lot, hotel, multi-family housing, etc.)
- l. Number of chargers or hydrogen refueling stations installed
- m. Number and types of outlets per charger
- n. EVSE or H2 monthly station utilization (e.g., total number of hours plugged in, number of charging sessions, peak power delivered (kW), average session duration (total hours/# of sessions), average kWh dispensed)

B. Vehicle and Infrastructure Equipment Operations

- a. Number of vehicles in service
- b. Number of trips taken in total
- c. Average miles per kWh per vehicle
- d. Number of trips per vehicle

- e. Number of riders and passengers reported for each vehicle trip depending on mode
- f. Passenger ID, if applicable
- g. Vehicle usage (e.g., hours of operation per day, days of operation per year, vehicle downtime)
- h. Origin and destination location data or zone geography data including (data should be submitted aggregated to limit in such a way as to not reveal PII exposure of users):
 - i. Trip start and end location
 - ii. Trip start and end time
 - iii. Trip length
- i. Fare associated with each trip (if applicable)
- j. Vehicle miles traveled (VMT) for each vehicle trip and total miles traveled
- k. Number of charging or refueling sessions
- l. Average kWh or kg dispensed
- m. Normal operating hours, uptime, downtime, and explanations of variations
- n. Description of any accidents or incidents, including collisions, maintenance, and fueling/charging incidents, property crime (including vandalism)
- o. Identified problems or concerns and proposed solutions, if applicable

C. Job Creation and Workforce Training

- a. Employment Category (e.g., full-time, part-time, youth)
- b. Job Category (e.g., construction, procurement, consultant, administrative)
- c. Number of new workers who reside in priority populations
- d. Full-time equivalent hours
- e. Location of job
- f. Date of job creation (start date)

- g. Workforce Training Sector (e.g., EVSE installation, Solar PV installation, bicycle maintenance)
- h. Date(s) of training
- i. Total number of participants at a training event
- j. Number of participants who reside in priority populations)
- k. Expected wages participants would receive as a result of the training

D. Membership/ Participation Data⁸³

- a. Number of participants and their membership type (e.g., standard, community, trial, student, senior)
- b. Total number of withdrawn memberships and reason, if available
- c. Number of fares per category
- d. Total amount of subsidies given
- e. Number of subsidies by type
- f. Total farebox revenue
- g. Total operating expenses
- h. Basic demographic information (e.g., age, gender, race/ethnicity, primary language spoken, disability status, HH income, HH population, Employment status, zip code, geographical classification, etc.) if collected during membership sign-up

E. Community Engagement and Outreach

- a. Schedule of community outreach and education conducted, materials used, and number of people contacted
- b. Method of outreach (e.g., online, flyer, door-to-door notice)
- c. Location, dates, and times of events
- d. Type of event (e.g., workshop, in-person meeting, webinar, educational forum)
- e. Purpose of event

⁸³ Membership/participation data may be reported directly from reservation and fare collection information. The Program Administrator will coordinate with the Awardee to establish the reporting process.

- f. Approximate number of attendees
- g. Representativeness of the community
- h. Number of speakers or other active participants
- i. Title of event
- j. A summary of key takeaways from the event
- k. Use of feedback
- l. Engagement of community leaders

Exhibit K

Recordkeeping and Reliability Standards for Electric Vehicle Chargers and Charging Stations

In this document, the following definitions apply:

Term/ Acronym	Definition
Awardee	An Applicant awarded under the Clean Mobility Options Program (CMO).
CEC	California Energy Commission
Central System	Charge Point Management System: the central system that manages Charge Points and has the information for authorizing users for using its Charge Points.
Charge Point	The Charge Point is the physical system where an electric vehicle can be charged. A Charge Point has one or more connectors.
Charger	Any connector that can independently provide charge to an on-road electric vehicle (EV) regardless of whether the other connectors associated with a Charge Point are simultaneously charging.
Charging Session	Part of a transaction during which the EV is allowed to request energy.
Charging Station	A physical location with any number of Charge Point(s) and Connector(s) with a unique address. For a charger to be part of a charging station, it must not be further than 0.125 miles (660 feet) from any other charger that is also considered to be part of the same charging station.
Connector	The term “Connector”, as used in this specification, refers to an independently operated and managed electrical outlet on a Charge Point. This usually corresponds to a single physical connector, but in some cases a single outlet may have multiple physical socket types and/or tethered cable/connector arrangements to facilitate different vehicle types (e.g. four-wheeled EVs and electric scooters).
Corrective Maintenance	Maintenance which is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function.
Downtime	Downtime is any period of time that a charger is not operational.
Excluded Downtime	Excluded Downtime is downtime that is caused by events outside of the control of the funding recipient and is subtracted from total downtime when calculating uptime percentages.
FTD	Fuels and Transportation Division
Hardware	The machines, wiring, and other physical components of an electronic system including onboard computers and controllers.

Interoperability	Successful communication between the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed.
Maintenance Event	Any instance in which preventive or corrective maintenance is carried out on equipment.
Networked Charger	A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting.
Nonnetworked Charger	A charger that is not networked.
Operational	A charging port is considered operational or "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
Operative	A state indicating the charger is operational and available to charge or currently charging.
Operative Status	A status reported by the charger's onboard software indicating whether the charger is in an operative state. The status may directly report 'Operative' or some other status that indirectly indicates the charger is in an operative state. Conversely, the charger may report 'Inoperative' or some other status indicating that it is not in an operative state.
Preventive Maintenance	Maintenance that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime.
Software	A set of instructions, data or programs used to operate computers and execute specific tasks.
Uptime	A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. Uptime is the percentage of time a charging port is "up".

Awardee is responsible to collect, monitor, and report required data for the duration of the Voucher Agreement term unless a longer period is required in CEC's regulations developed under AB 2061. The Program Administrator will coordinate with Awardee to obtain these data and other information as specified in this document and confirm a process for reporting. The Program Administrator will also provide reporting forms and templates with required information.

For all CMO-funded electric vehicle chargers and charging stations installed on or after January 1, 2024, the Awardee shall:

- A. Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
- B. Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
- C. Without limitation to other requirements in the voucher agreement, the Awardee shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of the voucher agreement. Once regulations are final, they will apply to work under the voucher agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under the voucher agreement.
- D. If the Awardee is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Voucher Awardee shall verify delivery of said disclosure by obtaining a signature from the site host on the disclosure.

1. Operations

The Awardee shall:

- A. Operate the installed chargers during the term of the voucher agreement.
- B. For any charging station of fewer than 40 chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- C. For any charging station of 40 or more chargers at which chargers are installed and operated under the voucher agreement, ensure that the charger uptime for each charger installed in the project is operational at least 80 percent of a

charging site's standard hours of operation of each year for five years after the beginning of operation, and ensure that annual station uptime is at least 97 percent.

The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed, or a longer period if required in CEC's regulations developed under AB 2061, or pursuant to an agreement in writing by the Program Administrator and Awardee.

2. Recordkeeping

The goal is to collect and maintain records of charger operation and reliability. The Awardee shall collect and retain the remote monitoring and maintenance records specified in this section. The Awardee shall collect and retain records for each charger installed and operated as part of the voucher agreement. The Awardee shall retain records for a minimum of 3 years after the term of the Voucher Agreement is completed unless a longer period is required in CEC's regulations developed under AB 2061, or records retention is agreed to in writing by the Program Administrator and Awardee.

The Awardee Shall:

- A. Collect and retain the Remote Monitoring and Maintenance data below from each networked charger installed and operated as part of the voucher agreement.
- B. Retain the data below for 3 years from the date the charger begins operation, unless a longer period is required in CEC's regulations developed under AB 2061. Provide records provided to the Program Administrator within 10 business days of request.
 - a) Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 - b) Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.

Remote Monitoring Data

Remote monitoring data requirements only apply to networked chargers.

- A. Connector operative status and error codes on a 60-minute interval including charger identification number and date-time stamp.
 - a) If the Awardee uses OCPP 1.6 to communicate between the charger and central system, the recipient shall collect the OCPP 1.6 Protocol Data Unit (PDU) Status_Notification.

- B. A record of each customer attempt to initiate a charge including charger identification number, transaction identification number, and date-time stamp.
- C. A record of each failed attempt to charge including charger identification number, transaction identification number, and date-time stamps and reason for failure.

Maintenance Data

Maintenance data requirements apply to all chargers.

- A. Reports of inoperative chargers or charger failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- B. Records of any maintenance conducted on chargers installed and operated as part of the agreement. Records should specify the following:
 - a) Date and time of the maintenance event
 - b) Whether maintenance was corrective or preventive in nature
 - c) Whether and for how long the charger was in an inoperative state prior to maintenance.
 - d) Whether the charger was in an operative state following maintenance

3. Maintenance Requirements

The goal is to increase reliability through timely and effective preventive and corrective maintenance. The Awardee shall conduct maintenance on each charger installed and operated as part of the voucher agreement as specified in this section.

The Awardee Shall:

- A. Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a manufacturer-certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- B. Complete corrective maintenance within 10 business days of the beginning of a time when the charger is inoperative or exhibiting failures that result in an inability to charge.
- C. Report on preventive and corrective maintenance in each annual reliability report described below in Section 4. Reporting.

4. Reporting

The goal of this task is to provide an annual report on charger reliability and maintenance.

The Awardee shall:

- A. Write and submit to the Program Administrator an annual report on charger reliability and maintenance included in the first quarterly report of each calendar year as required by Section K. Reporting Requirements of the Implementation Manual. The report shall include:
 - a) A summary of charger downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime events include:
 - i. The time that the status or error codes returned by a charger indicate that it is in a state other than an operative state (inoperative). The duration of time counted as downtime based on remote monitoring will be the interval between the time of the first charger status record that the charger is inoperative, or the failure of the charger to send operational status on specified interval, and the subsequent status record that the charger is operative.
 - ii. The time that a charger is in an inoperative state or failing to deliver charge. This may be known by consumer notification, internal diagnostics, inspection, or other methods.
 - iii. In the event there is a conflict between the sections (a) and (b), the operative state of the charger shall be determined by (b).
 - b) A summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
 - i. **Grid Power Loss:** Power supplied by third-party provider is not supplied at levels required to for minimum function of chargers. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs. This does not include power generation or storage equipment installed to serve the station exclusively. Documentation from power provider detailing outage is required to claim

this as excluded time.

- ii. **Vandalism and/or Theft:** Any physical damage to the charger and / or station committed by a third-party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, damage to screens, etc. A maximum of 5 days may be claimed as excluded downtime for each event. The CEC may authorize additional excluded downtime for extenuating circumstances on a case-by-case basis. A police report or similar third-party documentation is required to claim this as excluded time.
 - iii. **Communication Network Outages:** Loss of communication due to cellular or internet service provider system outages can be claimed as excluded downtime provided the chargers revert to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy and free of charge.
 - iv. **Planned Outage for Maintenance and/or Upgrade:** Any planned maintenance or upgrade work that takes the charger offline. This must be scheduled two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for planned maintenance and/or upgrade is 24 hours for any 12-month period.
 - v. **Force Majeure:** Downtime caused by unforeseen events, not described in (a) – (d) above, that are outside of the control of the Awardee may be treated as Excluded Downtime upon approval by the CEC. For such downtime to be considered, the recipient shall include a narrative description of the event and why it was out of their control in their annual report for the CEC to review and make a determination. The CEC has sole discretion in approving downtime in this category.
- c) A summary and calculation of uptime. Each report shall include the annual uptime percentage of each charger (Charger Uptime) as well as the annual uptime percentage for each charging station (Station Uptime) installed and operated as part of this agreement. The annual uptime percentage for each charger shall be reported for the year ending on the most recent anniversary of the beginning of operation of the charger. The annual uptime percentage for each station shall be reported for the year ending on the most recent anniversary of the beginning of operation of the first charger operated as part of this agreement that is part of the station. Charger and station uptime shall be calculated as:

$U_c = \frac{T_c - D_c + E_c}{T_c}$ <p> U_c = Charger Uptime T_c = Total charger operational hours in the reporting period D_c = Total charger downtime for the reporting period, in hours. E_c = Total charger excluded downtime in the reporting period, in hours. </p>	$U_s = \frac{T_s - D_s + E_s}{T_s}$ <p> U_s = Station Uptime T_s = Total operational hours for all chargers associated with the charging station for the the reporting period ($T_s = \sum T_c$). D_s = Total downtime for all chargers associated with the charging station for the reporting period ($D_s = \sum D_c$), in hours. E_s = Total excluded downtime for all chargers associated with the charging station for the reporting period ($E_s = \sum E_c$), in hours. </p>
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- d) For networked chargers, a summary of charge data, including:
- i. Total number of attempts to charge
 - ii. Total number of failed attempts to charge
 - iii. Failed attempts to charge by the following categories:
 - i. Number of charge attempts that failed due to payment system failures
 - ii. Number of charge attempts that failed due to interoperability failures
 - iii. Number of charge attempts that failed due to charger hardware or software failures
 - iv. Number of charge attempts that failed due to other reasons
 - iv. A summary and explanation of “other reasons” for charge attempt failures
 - v. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps
- e) The total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Details of all excluded downtime and a narrative description of events that caused the excluded downtime.

EXHIBIT E

COSTA MESA CMO BUDGET

Section 1: Project Components		Section 2: Voucher Budget							
(a) Expense Category and Sub-Category	(b) Item description	Description of Voucher Request			Annual Budget Breakdown Up to Year 3 of Service Operation Period				Annual Budget Breakdown for Year 4 of Service Operation (Administrative Expenses Only)
		(c) Voucher amount requested per unit or hour (\$)	(d) Number of units or hours requested	(e) Total voucher amount by item (\$)	(f) Project Launch (Up to 15 Months) (\$)	(g) Year 1 of Service Operation (\$)	(h) Year 2 of Service Operation (\$)	(i) Year 3 of Service Operation (\$)	(j) Year 4 of Service Operation (\$)
Direct Labor (Fringe Benefits & Indirect Costs included)									
Voucher Administration	City of Costa Mesa Staff Time	\$39.97	356	\$14,230	\$2,035	\$4,065	\$4,065	\$4,065	
				0					
				0					
Planning				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Travel/Mileage									
Voucher Administration	CMEA Attendance	\$775/year	2 yrs	\$1,550		\$775	\$775		
	CMEA Travel	\$725/year	2 yrs	\$1,450		\$725	\$725		
Planning Costs				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance				0					
				0					
Equipment/Capital Costs (LEAD Only)									
Motor Vehicles and Associated Hardware				0					
				0					
Bicycles and Scooters				0					
				0					
Charging/Fueling Equipment and Installation	Electrical Installation	\$10,000	1	\$10,000	\$10,000				
				0					
Bicycle/Scooter Infrastructure and Installation (Maximum 300% of amount of electric bicycle/scooter or 200% of non-electric bicycles/scooter amount)				0					
				0					
				0					
Additional Transportation Enhancements (Maximum 25% of total voucher)				0					
				0					
Operations and Maintenance				0					
Subcontractor									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing	Marketing	\$2,754	3 years	\$8,263	\$2,163	\$2,600	\$2,000	\$1,500	
				0					
Operations and Maintenance	Vehicle Lease	\$72,225.33	3 years	\$216,676		\$70,800	\$72,216	\$73,660	
	Driver Hours	\$25.38	32,448 hours	\$823,660		\$269,135	\$274,517	\$280,008	
	Contractor Services	\$104,665.33	3 years	\$313,996		\$102,600	\$104,652	\$106,744	
Other (LEAD Only)									
Voucher Administration				0					
				0					
Planning				0					
				0					
Capital Acquisition				0					
				0					
Outreach and Marketing				0					
				0					
Operations and Maintenance	Insurance	\$36,725.0000	3 years	\$110,175		\$36,000	\$36,720	\$37,455	
				0					
Grand Total									
Grand Total - Voucher Funding Term (Voucher Funds)				\$1,500,000.00	\$14,198.00	\$486,700.00	\$495,670.00	\$503,432.00	\$0.00
Grand Total - Other Funds Budget (Non-CMO Funds)									

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA
APPROVING PARTICIPATION IN THE CLEAN MOBILITY OPTIONS VOUCHER
PILOT PROGRAM**

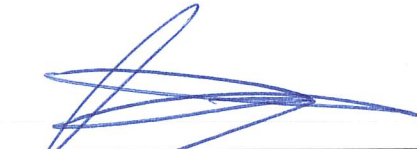
WHEREAS, the City of Costa Mesa, as Lead Applicant, submitted a Mobility Project Voucher Application on August 16, 2023, for the Clean Mobility Options Voucher Pilot Program (CMO). The application submitted was for On-Demand Neighborhood Electric Vehicle Transit Services with Circuit Transit, Inc. (Circuit Costa Mesa) in Costa Mesa;

WHEREAS, the City Council of the City of Costa Mesa is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments and administered by California Air Resource Board and CALSTART to provide funding for zero-emission shared mobility options to under-resourced communities in California;

WHEREAS, the City of Costa Mesa will comply with the requirements of the program in accordance with the Voucher Agreement between CALSTART and the City of Costa Mesa; and will accept the CMO voucher funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa, authorize the Mayor, or designee, to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

PASSED AND ADOPTED this 16th day of January, 2024.

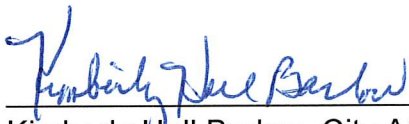


John Stephens, Mayor

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. 2024-01 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 16th day of January, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS: CHAVEZ, GAMEROS, MARR, REYNOLDS, HARLAN,
AND STEPHENS.

NOES: COUNCIL MEMBERS: NONE.

ABSENT: COUNCIL MEMBERS: HARPER.

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of January, 2024.



Brenda Green, City Clerk



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-243

Meeting Date: 6/18/2024

TITLE:

AGREEMENT FOR FUEL PROCUREMENT AND DELIVERY SERVICES WITH MERRIMAC PETROLEUM, INC.

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of fuel in an annual amount not to exceed \$250,000.
2. Authorize the City Manager and City Clerk to execute the agreement and future authorized amendments to the agreement.

BACKGROUND:

The City's Public Works Department, Equipment Maintenance Section maintains a total of twelve (12) storage tanks for fuels, lubricants, and hazardous waste. These tanks provide fuel storage and dispensing at Fire Station Nos. 1, 2, 5, and 6, the Police Department, and the City's Corporation Yard. The City also has ten (10) emergency generators located at various sites that require fuel. The City's Warehouse staff maintains, monitors, coordinates fuel deliveries and oversees fueling operations in compliance with Federal, State, and County regulations. The goal is to provide uninterrupted service to the City and minimize delays in daily operations.

ANALYSIS:

The City is proposing to utilize the City of Ventura's General Services Agreement No. PW22-1064 (Attachment 1), which was renewed on July 1, 2024 (Attachment 2) with Merrimac Petroleum, Inc., DBA Merrimac Energy Group for the procurement of fuel delivery. The agreement meets all of the City's purchasing requirements and all requirements set forth by the City of Ventura regarding piggyback purchasing. The agreement was competitively bid by the City of Ventura through a formal bid process (Attachment 3), ensuring the lowest prices were obtained. In FY 2022-2023, approximately 36,000 gallons of fuel were purchased by the City at a cost of \$184,000 with an average price per gallon of \$5.14.

Staff estimates that in FY 2024-2025, the total cost of fuel will be approximately \$190,000 after accounting for increases in fuel prices based on Oil Price Information Services (OPIS) rates, a service that monitors and sets daily prices of wholesale fuel.

ALTERNATIVES:

The City Council may direct staff to conduct an independent formal bid to acquire fuel procurement and delivery services. However, this process is unlikely to obtain pricing below that of the City of Ventura's agreement, due to the low volume of fuel purchased by the City.

FISCAL REVIEW:

Funding for fuel purchases is appropriated as part of the budget adoption in the Equipment Replacement Fund (601) Fuel Inventory account.

LEGAL REVIEW:

The City Attorney's office has reviewed this agenda report, prepared the agreement, and approved them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthen Public Safety and Keep the Community Safe.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

The use of the City of Ventura's agreement is a cost-effective method of procuring fuel and delivery services from an established fuel vendor that will secure the City's ability to purchase fuel while meeting all the procurement provisions set forth by the City's procurement policies.

Therefore, staff recommends the City Council:

1. Approve the proposed Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of fuel in an annual amount not to exceed \$250,000 based upon pricing through an agreement with the City of Ventura, Bid No. P-130000664, for an initial term of two (2) years effective July 1, 2024.
2. Authorize the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

CITY OF VENTURA

GENERAL SERVICES AGREEMENT

CITY OF SAN BUENAVENTURA AND MERRIMAC ENERGY GROUP

AGREEMENT NO. PW22-1064

By this General Services Agreement ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONTRACTOR (identified below), and CONTRACTOR agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. RESERVED.

2. SUMMARY DESCRIPTION OF SERVICES.

Fuel and Lubricant Supplier in accordance with Request for Proposal No. P-130000664

3. PARTIES.

CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002

Merrimac Energy Group ("CONTRACTOR"), a corporation of the State of California, located at 3738 Bayer Ave., Suite 204, Long Beach, CA 90808

4. TERM OF AGREEMENT: From (Date): July 1, 2022 ("Effective Date") To (Date): June 30, 2023

Optional Extension (initial term, plus any option to extend, shall not exceed a total of five (5) years):

The City may, at its option, and with the approval of the Contractor, extend the period of the agreement for one (1) year periods, for a period of up to four (4) years in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

5. AGREEMENT AMOUNT: A Not-to-Exceed Amount of \$784,640.00

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

CITY Designated Representative:

CONSULTANT Designated Representative:

Name: Barbara McCormack
 Title: Fleet and Facilities Manager
 Phone: (805) 652-4545
 Email: bmccormack@cityofventura.ca.gov
 Mailing Address (if differs from above):
 336 Sanjon Rd., Ventura, CA 93001

Name: Bruce Mainor
 Title: Sales / Dispatch
 Phone: (562) 420-6000
 Email: bmainor@merrimacenergy.net
 Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be approved as to form by the City Attorney, then executed by the CONTRACTOR, after which the Agreement may be executed by an authorized person on behalf of the CITY.

7.2. A request for modification of the terms herein must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

8. CONTRACTOR'S SERVICES.

CONTRACTOR shall perform/agrees to perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

9. COMPENSATION.

CITY shall pay CONTRACTOR for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

10. PAYMENT.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONTRACTOR of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11. COMMENCEMENT OF PERFORMANCE.

CONTRACTOR shall not perform any work under this Agreement until: (i) CONTRACTOR furnishes proof of insurance as required under Section 21 of this Agreement, and (ii) CITY provides CONTRACTOR a signed General Services Agreement, which shall serve as a Notice to Proceed. All services required of CONTRACTOR under this Agreement shall be completed on or before the end of the term of the Agreement.

12. STATUS OF CONTRACTOR.

The Parties agree that CONTRACTOR (and any subcontractors), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONTRACTOR is responsible, and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONTRACTOR shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONTRACTOR is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONTRACTOR in the performance of all services done on behalf of the CITY.

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

13. LAWFUL PERFORMANCE.

CONTRACTOR shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. SAFETY REQUIREMENTS.

CONTRACTOR shall not perform any services for the CITY when the CONTRACTOR is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

15. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONTRACTOR in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

15.1. Records and Inspections. The CONTRACTOR shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

15.2. Deliverables. CONTRACTOR shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the CONTRACTOR's services. CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONTRACTOR by the CITY.

15.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONTRACTOR agrees that CITY may make modifications to computer software furnished by CONTRACTOR without infringing CONTRACTOR's copyright or any license granted to CITY, unless otherwise agreed.

15.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

15.5. Confidentiality. CONTRACTOR may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONTRACTOR to perform its obligations pursuant to this Agreement. If CONTRACTOR is granted such access to confidential information, CONTRACTOR shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

15.6. Disclosure of Information. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

17. TERMINATION OF AGREEMENT.

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR pursuant to Section 31 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONTRACTOR only for work done by CONTRACTOR up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law. CONTRACTOR may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

17. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 18 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

18. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the San Buenaventura Municipal Code, sections 4.600.190 and 4.600.200.

19. ASSIGNMENT.

This Agreement is for the non-professional services of CONTRACTOR. Any attempt by CONTRACTOR to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONTRACTOR's services pursuant to this Agreement shall be provided by the CONTRACTOR's Designated Representative or directly under his/her supervision, and CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

20. INDEMNIFICATION & HOLD HARMLESS.

As a separate and independent covenant from CONTRACTOR's obligations under Section 21 hereof, CONTRACTOR shall indemnify, protect, defend with counsel acceptable to the CITY, and

hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), related in any way to CONTRACTOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, wrongful conduct, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), CONTRACTOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, wrongful act, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONTRACTOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONTRACTOR's professed expertise and experience in performing such services. In addition, CONTRACTOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, CONTRACTOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement.

The CONTRACTOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

21. INSURANCE.

Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the CONTRACTOR shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

22. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONTRACTOR understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONTRACTOR will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

23. PREVAILING WAGE REQUIREMENTS.

23.1. Application. The payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

23.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

23.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

23.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

24. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.

25. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

26. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

27. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONTRACTOR. The decision of the CITY's Designated Representative shall be final and conclusive unless CONTRACTOR requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

28. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended in writing by both Parties.

29. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

30. USE OF THE TERM "CITY."

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

31. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

32. FORCE MAJEURE.

Neither the CONTRACTOR nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the

Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

33. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

34. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

35. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

36. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

37. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

38. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

39. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of

the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

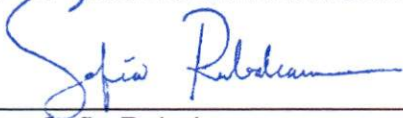
40. ACKNOWLEDGEMENT.

By signing below, CONTRACTOR acknowledges that it has reviewed the CITY's General Services Agreement terms and conditions and insurance requirements and that CONTRACTOR hereby agrees to full compliance.

Signatures Follow

In **witness** whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").


CITY OF SAN BUENAVENTURA



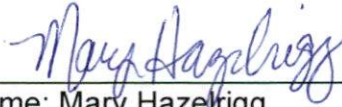
Name: Sofia Rubalcava
Title: Mayor

4/23/2022

Date


City Clerk

MERRIMAC ENERGY GROUP



Name: Mary Hazelrigg
Title: President

April 29, 2022

Date



Name: Mary Hazelrigg
Title: Secretary/Treasurer

April 29, 2022

Date

77-0189045

Tax Identification Number

APPROVED AS TO FORM
ANDREW HEGLUND, CITY ATTORNEY
PER SMBC, SECTION 4.600.050

Any modifications to the provisions of this pre-approved Standard Form requires submission to the City Attorney for review, approval and signature.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of San Buenaventura and Merrimac Energy Group)

SCOPE OF SERVICES

SCOPE OF WORK

Contractor shall provide all fuel, diesel exhaust fluid, lubricants, transportation, labor, equipment and incidentals associated with the provision of fuel to the City of Ventura. Contractor shall provide an oil analysis program for all lubricants sold and a cost.

FUEL SPECIFICATIONS

All gasoline and diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal and local governments as well as fuel industries laws, codes, requirements, standards and guidelines currently in force and any of those put in force during this contract. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

DELIVERY REQUIREMENTS

Contractor shall operate a 24/7/365 fuel supply operation. Deliveries shall be made, as requested, by the City of Ventura Fleet Services within a maximum of 48 hours from notice during weekly/regular hours, between the hours of 7am to 5pm Monday through Friday, except alternate Fridays at the Maintenance Yard, unless otherwise requested delivery. Current delivery sites are shown in Exhibit A. The City reserves the right to add or delete sites within the City as needed during the course of the contract. Contractor shall designate the Customer Service Representative for the City of Ventura contract for coordination of fuel ordering and deliveries.

Contractor shall make no unauthorized deliveries. Contractor shall be financially responsible for any unauthorized fuel deliveries and shall be considered poor performance.

Contractor Drivers shall be HAZMAT trained and certified and DOT compliant. Drivers shall be familiar with City of Ventura fueling sites, tanks, equipment, and type of fuel, location of delivery sites, safety protocols and ingress/egress accessibility. Contractor shall have identification and wear a uniform for identification and security.

Contractor's fleet delivery vehicles shall be environmentally safe, clean and comply with all Federal, State and local emission requirements to promote a clean fleet. All delivery vehicles shall be clearly marked with the selected fuel supplier company name/logo.

EMERGENCY/DISASTER PREPAREDNESS PLAN

In the event of a natural, or man-made disaster, operations for the City and the Contractor may be impacted.

Contractor shall submit with their proposal information supporting their ability to continue operations, and service/product delivery, in the event of an unforeseen emergency.

The Emergency Preparedness Plan shall explain how your firm will provide assistance to the City under allocation or limited supply conditions whether, or not, they are due to an unforeseen emergency. State the priority level, criteria for delivery, and timeframe (assuming roads are accessible) to the City public services and local agencies. List the location, quantity and type of fuel storage available to supply fuel in the event of an emergency. The plan shall include the location of refineries available to the Contractor in the Southern California Los Angeles area and alternative locations in the Central or Northern California areas.

OPTION - DESIGNATED TANK OPERATOR SERVICES

As an option, the Contractor may be requested to provide Designated Tank Operator Services on a monthly basis to perform monthly inspections of the fuel sites per APCD and in compliance with the City's Permit to Operate.

SECURITY ACCESS

Prior to the execution of a contract, Contractor and assigned employees entering City of Ventura property shall be required to pass a Background check with the City of Ventura Police Department.

EXHIBIT B

GENERAL SERVICE AGREEMENT (City of San Buenaventura and Merrimac Energy Group)

SCHEDULE OF COMPENSATION

Pricing Requirements

The price of all Red dye diesel, renewable diesel, gasoline fuel, diesel exhaust fluid and lubricants delivered shall be determined daily by the **OPIS EARLY DAY "LOS ANGELES AVERAGE"**, in accordance with the following procedures:

- a. OPIS as used herein refers to the Oil Price Information Services newsletter published weekly by United Communications Group. Bethesda, Md.
- b. The average posted price listed under the following column headings in the OPIS table titled, "PAD 4/5 report" shall be used in determining the daily-adjusted price.

Column Headings

Location	Red Dye Diesel ULS	Reg Unleaded	Renewable Diesel
Los Angeles, Ca.	Average	Average	Average

- c. The Following definitions shall apply to the terms used in the price adjustment calculation.

- (1) OPIS Average: The Term is the LA Average posted price as listed in the issue of OPIS.
- (2) OPIS at Delivery: This term is the average posted price as listed in the issue of OPIS published daily during which deliveries are made.

The index for adjusting the prices shall be the OPIS Los Angeles average price for all refineries listed in Los Angeles (PAD 4/5) for Red dye diesel No.2 (or alternative renewable diesel) and regular unleaded gasoline. The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon as bid hereunder. This adjustment shall be firm for the life of any resultant agreement(s) to this Request for Proposal and shall not be subject to change.

If the OPIS price is not reported for any day, the most recent price previously reported shall be utilized as the base price.

If the marketing publication is canceled, or modified, the City reserves the right to re-establish the pricing mechanism or cancel all or part of the contract.

The price for "delivery charge" quoted shall be firm for the initial period of contract.

Contractor's Customer Service Representative shall monitor the daily pricing and advise the City Fleet Services of potential price increases or decreases so the best possible price is offered when the City needs to order fuel deliveries.

Description	MERRIMAC Unit Cost/Gal
1. 87 Unleaded Regular Gasoline	
(Truck/Trailer Delivery) 5,000 Gal or More State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.0890
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2768
2. 87 Unleaded Regular Gasoline	
(Tank Wagon Delivery) 500-4,999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.115
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2508
3. 87 Unleaded Regular Gasoline	
(Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.1199
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2459
4. Diesel NO. 2 (ULS) Red Dye	
(Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.0320
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.3747
5. Diesel NO. 2 (ULS) Red Dye	
(Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.139
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.4817

Description	MERRIMAC Unit Cost/Gal
6. Diesel NO. 2 (ULS) Red Dye (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter " - " or +)	\$ +.169
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.5117
7. Renewable Diesel No. 2 (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	OPIS EVEN
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.3427
8. Diesel Exhaust Fluid (Less than Tank Wagon Delivery) 330 Gal State Brand (s) Quoting:	
AM OPIS LA Average Price	N/A
Discount/Increase From OPIS (enter - or +)	N/A
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$2.75* *No index available; price subject to change"
9. Oils and Lubricants	
REO 10W30 GF-5/ SN (Bulk)	\$ 8.21
REO 40wt (55 Gal Drum)	\$ 15.75
REO 15W40 CJ-4 (Bulk)	\$ 9.19
REO HYD 68 (Bulk)	\$ 7.90
PERFORMANCE 500 HIVIS MVP ATF (Bulk)	\$ 11.99
CHEVRON ULTRA DUTY EP 2 (Master Pack/40 Tubes)	\$ 179.00 / 40pk
CHEVRON DELO 400 30WT/40WT (Cases 3/1 Gal)	\$ 20.99 / gallon
CHEVRON TURBINE GST 100 (5 Gal Pails)	\$ 21.99 / gallon
CHEVRON TURBINE GST 100 (55 Gal Drum)	\$ 19.99 / gallon
CHEVRON MEROPA 320 (35 lb Pail)	\$ 3.00 / pound
CHEVRON GEO HDAX LFG 40WT (55 Gal Drum)	\$ 20.99 / gallon
REO AW ISO 46 Hydraulic Oil. Product Code GPR 500046 (Bulk)	\$ 6.99 / gallon
500 REO Premium UTF Hydraulic Oil Product Code GPR 226606 (Bulk)	\$ 6.99 / gallon
REO Motor Oil SAE 40W Product Code GPR 50040 (Bulk)	\$ 9.75

Description	MERRIMAC Unit Cost/Gal
295 Allison Synthetic Transmission Fluid (Bulk)	\$ 26.30
Diesel Exhaust Fluid (Bulk)	\$ 2.75
10. Oil Analysis Program for all Lubricants	\$23.99 / tube. 10 / box
TOTALS	
	\$ 419.2543
Alternative Proposal	
Designated Tank Operator Services	
Maintenance Yard – Yearly Fee	\$ 3,900.00
Police/Fire Headquarters – Yearly Fee	\$ 4,900.00
Hourly Rate	\$ 190.00
Vendor Notes:	
	\$75 flat charge for any pumping fuel into above ground tanks.

EXHIBIT C

GENERAL SERVICES AGREEMENT (City of San Buenaventura and Merrimac Energy Group)

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/CONTRACTOR/SELLER/BIDDER** (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL) Coverage must include Pollution Liability via Policy or Endorsement	\$5 million \$10 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence or Combined Single Limit. Coverage must include Pollution Liability via Policy or Endorsement	\$5 million
c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability	Statutory Limits \$500,000

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.

- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:
- An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND
and Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.
- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- f) The Description section of the Certificate must include the following language:
- The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.*
- g) A Certificate of Insurance must include the following language in the Certificate Holder section:
- City of San Buenaventura, its officers, officials, agents, employees and volunteers
501 Poli Street
Ventura, CA 93002*
- h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions

that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

- k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.
- m) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.
- o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

- p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

- v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

- w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

ATTACHMENT 2

CITY OF VENTURA
 501 Poli Street
 Ventura, CA 93001
 Phone: (805) 658-4719 Fax: (805) 648-2961
Purchase Order Number 100009782



Purchase order

Supplier: MERRIMAC ENERGY GROUP
 3738 BAYER AVE SUITE 204
 LONG BEACH, CA 90808

CoRegNo 9329791001
VendorID 74299
Order date 8/2/2023
Delivery date 06/30/2024

Phone:

Fax:

Delivery method

Delivery term

Payment terms

Our ref

Your ref

Net 30 Days

IVERS, MARY JOYCE D.

GSA# PW22-1064

City of Ventura

ATTN: JAIME AGUAYO
 336 Sanjon Road
 Ventura, CA 93001

Remit invoices to: AP 501 Poli St. Room 106 Ventura CA 93001 or email to AP@cityofventura.ca.gov. Reference P.O. No.

Page 1 / 1

Line Item	Description	Qty	Unit	Unit Price	Amount
1	1ST AMENDMENT TO GSA NO. PW22-1064: FUEL AND LUBRICANT SUPPLIER, IN ACCORDANCE WITH RFP NO. P-130000664 Code: 52220/62301/62301-100/64	1	*	960,000.00	960,000.00
2	YEAR ONE OF FOUR OPTIONAL EXTENSIONS Code: 52215/62301/62301-100/64 PO TERM: 7/1/2023 - 6/30/2024 CC APPROVAL DATED 5/31/2022	1	*	40,000.00	40,000.00

Buyer SUPAN, NICOLE

Authorized Representative:

Date: 3/7/2023

Total Net 1,000,000.00
Total Tax 0.00
Total PO 1,000,000.00

CITY OF VENTURA

GENERAL SERVICES AGREEMENT

**FIRST AMENDMENT TO GENERAL SERVICES AGREEMENT NO. PW22-1064 BETWEEN
CITY OF SAN BUENAVENTURA AND MERRIMAC ENERGY GROUP, INC.**

This First Amendment ("Amendment") to General Services Agreement No. PW22-1064 ("Agreement") is made and entered, effective on June 30, 2023, by and between the CITY OF SAN BUENAVENTURA, a California charter law municipal corporation ("City"), and MERRIMAC ENERGY GROUP, INC., a corporation of the State of Massachusetts authorized to do business in California ("Contractor"), individually referred to as "Party" and collectively as "Parties".

Whereas, Parties entered into the original General Services Agreement on or about June 23, 2022, wherein Contractor agreed to provide City with fuel and lubricant supplier services, in accordance with Request for Proposal No. P-130000664, through June 30, 2023 in exchange for payment in the amount not to exceed \$784,640; and

Whereas, Parties now desire to extend the term of the Agreement for an additional year, increase the total amount of compensation, and revise the Schedule of Compensation.

Now, therefore, Parties agree pursuant to Paragraph 18 of the Agreement, "MODIFICATION OF AGREEMENT.", that the Agreement be and hereby is amended as follows:

1. Section 4, "TERM OF AGREEMENT:", is hereby replaced in its entirety to read as follows:

"4. TERM OF AGREEMENT: From July 1, 2022 to June 30, 2024

Optional Extension (initial term, plus any option to extend shall not exceed a total of five years): The City, with consent of Contractor, shall have the option for three one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at the time of contract extension."

2. Section 5, "AGREEMENT AMOUNT:", is hereby replaced in its entirety to read as follows:

"5. AGREEMENT AMOUNT: Not to exceed \$1,569,280"

3. Exhibit B, "Schedule of Compensation," is hereby replaced in its entirety with Exhibit B-1, attached hereto and incorporated by reference.

Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

Agreement No. PW 22-1064.1

Approved: 7/31/2023

In witness whereof, Parties have executed this First Amendment on the date last signed below.

MERRIMAC ENERGY GROUP, INC.

By: Mary Hazelrigg
Mary Hazelrigg
President/Secretary

Date June 29, 2023

CITY OF SAN BUENAVENTURA

By: Donald Penman
Donald Penman
Interim City Manager

Date 7/26/23

ATTEST:

By: Michael B. MacDonald
Michael B. MacDonald, CMC
City Clerk

Date 7-31-23

APPROVED AS TO FORM
Andrew Heglund, City Attorney

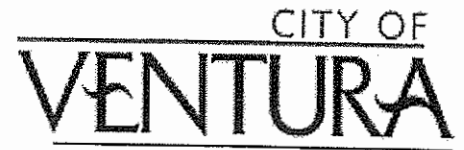
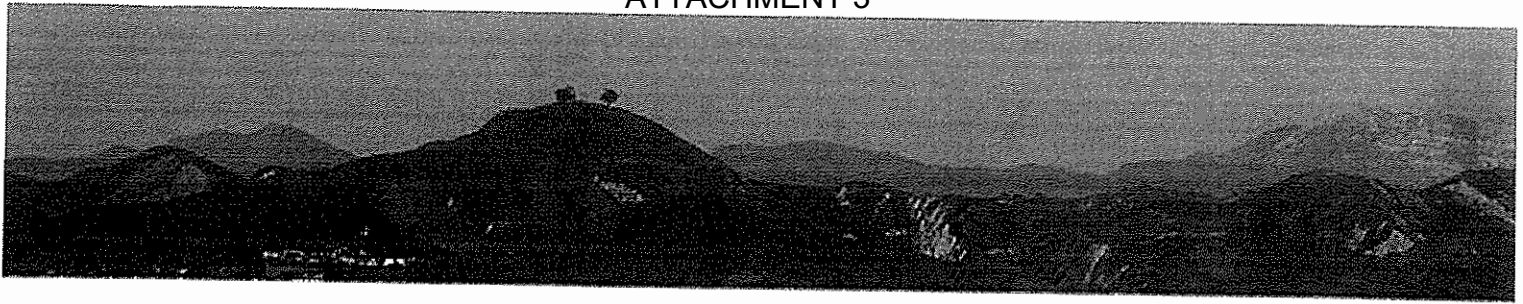
By: Yesania Anderson
Yesania Anderson
Assistant City Attorney I

Date 6/26/23

Description	MERRIMAC Unit Cost/Gal
1. 87 Unleaded Regular Gasoline	
(Truck/Trailer Delivery) 5,000 Gal or More State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.0490
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.3168
2. 87 Unleaded Regular Gasoline	
(Tank Wagon Delivery) 500-4,999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$.1590
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.5248
3. 87 Unleaded Regular Gasoline	
(Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$.1590
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.5248
4. Diesel NO. 2 (ULS) Red Dye	
(Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.0790
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.4217
5. Diesel NO. 2 (ULS) Red Dye	
(Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.189
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.5317

Description	MERRIMAC Unit Cost/Gal
6. Diesel NO. 2 (ULS) Red Dye (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter " - " or +)	\$ +.2590
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.6017
7. Renewable Diesel No. 2 (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	+.0590
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.4017
8. Diesel Exhaust Fluid (Less than Tank Wagon Delivery) 330 Gal State Brand (s) Quoting:	
AM OPIS LA Average Price	N/A
Discount/Increase From OPIS (enter - or +)	N/A
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$3.50* "No index available; price subject to change"
9. Oils and Lubricants	
REO 10W30 GF-5/ SN (Bulk)	\$ 14.90
REO 40wt (55 Gal Drum)	\$ 18.75
REO 15W40 CJ-4 (Bulk)	\$ 13.19
REO HYD 68 (Bulk)	\$ 10.90
PERFORMANCE 500 HIVIS MVP ATF (Bulk)	\$ 14.99
CHEVRON ULTRA DUTY EP 2 (Master Pack/40 Tubes)	\$ 225.00 / 40pk
CHEVRON DELO 400 30WT/40WT (Cases 3/1 Gal)	\$ 25.99 / gallon
CHEVRON TURBINE GST 100 (5 Gal Pails)	\$ 25.99 / gallon
CHEVRON TURBINE GST 100 (55 Gal Drum)	\$ 23.99 / gallon
CHEVRON MEROPA 320 (35 lb Pail)	\$ 5.00 / pound
CHEVRON GEO HDAX LFG 40WT (55 Gal Drum)	\$ 25.99 / gallon
REO AW ISO 46 Hydraulic Oil. Product Code GPR 500046 (Bulk)	\$ 9.99 / gallon
500 REO Premium UTF Hydraulic Oil Product Code GPR 226606 (Bulk)	\$ 9.99 / gallon

Description	MERRIMAC Unit Cost/Gal
REO Motor Oil SAE 40W Product Code GPR 50040 (Bulk)	\$ 13.75
295 Allison Synthetic Transmission Fluid (Bulk)	\$ 32.30
Diesel Exhaust Fluid (Bulk)	\$ 3.50
10. Oil Analysis Program for all Lubricants	\$30.99 / tube. 10 / box
TOTALS	
No index oil pricing subject to change.	\$ 529.5332
Alternative Proposal	
Designated Tank Operator Services	
Maintenance Yard – Yearly Fee	\$ 4,900.00
Police/Fire Headquarters – Yearly Fee	\$ 4,900.00
Hourly Rate	\$ 225.00
Vendor Notes:	
	\$75 flat charge for any pumping fuel into above ground tanks.



**City of San Buenaventura
Request for Proposal No. P-130000664
Tuesday February 1, 2022**

Notice is hereby given that sealed proposals will be received at the Purchasing and Contracts Division for a **Fuel and Lubricants Supplier**.

Closing Time and Date

Bids shall be submitted ELECTRONICALLY prior to:

Thursday, February 24, 2022, at 4:00 PM

For questions concerning this RFP contact by email:

Nicole Supan, Senior Buyer

nsupan@cityofventura.ca.gov

Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
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Request for Proposal No. P-130000664 Fuel and Lubricants Supplier Proposal Requirements

Proposal Submission:

Submission of a Proposal indicates that the Responder has read and understands this entire RFP and agrees that all requirements of this RFP have been satisfied. All Proposals and materials submitted become the property of the City. Proposals received after the scheduled submittal deadline will not be considered.

Mandatory Pre-Proposal Meeting and Job Walk

A **mandatory** pre-proposal meeting will be held at the Ventura Maintenance Yard at 336 Sanjon Rd., Ventura, CA 93001 on **Tuesday February 8, 2022, at 10:00 AM**. Attendance of this Pre-Proposal Walk-through is mandatory in order to submit a Bid. Proposer's must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Bids submitted on which the walk-through meeting has not been attended will be considered non-responsive and rejected. Masks / face coverings and social distancing are required.

Question and Answer Period:

All questions regarding this Request for Proposal (RFP) shall be submitted via email to Nicole Supan, Senior Buyer in the Purchasing and Contracts Division at nsupan@cityofventura.ca.gov PRIOR to **Tuesday February 15, 2022 at 2:00 PM**. Questions will be answered in the form of an addendum. Any questions submitted after the deadline shall be rejected.

Anticipated RFP Timeline

Issuance of RFP Documents	Tuesday February 1, 2022
Mandatory Pre-Proposal Meeting and Job Walk	10:00 a.m. PST, Tuesday February 8, 2022
Deadline for RFP Questions and Comments	2:00 p.m. PST, Tuesday February 15, 2022
Responses to Questions Available (Addendum)	Thursday February 17, 2022
Deadline for Proposal Submission	4:00 p.m. PST, Thursday February 24, 2022

Proposal Format:

Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on a conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

Each Proposal must contain the following in the order listed:

1. Cover/Transmittal Letter:
A cover letter will be signed by individual(s) who is/are authorized to bind vendor contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm. The cover letter will designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, and email address. Cover letter must acknowledge receipt of any and all addenda (if applicable).
2. Emergency/Disaster Preparedness Plan
3. Designated Tank Operator Services
4. Cost/Price Proposal
5. References
6. Bidders Statement of Past Contract Disqualification
7. Financial Data Questionnaire
8. Proposal Authorization Sheet

9. Exceptions and Deviations to the Request for Proposal or General Services Agreement: Proposer must provide a section entitled "Exceptions" in which you either state your firm has no exceptions or deviations for this RFP, "General Services Agreement", or Insurance, or in which you state your exceptions and deviations (regardless if the information is presented elsewhere in this proposal).

The following is required upon successful award of bid:

1. Exhibit C: Insurance Requirements
Insurance meeting the requirements outlined in Exhibit C Pages 41-45
2. City of Ventura Business License
3. Contractor's W-9

Term of Agreement:

The term of this Agreement shall be July 1, 2022, or the date both parties execute this Agreement (the "Effective Date") and ending June 30, 2023.

Option to Extend for Good Performance: The City may, at its option, and with the approval of the Contractor, extend the period of the agreement for one (1) year periods, for a period of up to four (4) years in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

Insurance Requirements:

Successful firm shall provide insurance as noted in Exhibit "C" Insurance Requirements of the "General Services Agreement", page 41.

Agreement Prices:

At any time during the course of this anticipated contract the City may alter the Scope of Work, making changes to the assignments and times indicated, and/or adding or deleting assignments as deemed necessary. The City and firm will negotiate changes to the contract pricing accordingly.

Contract

A copy of the City of Ventura "General Services Agreement," Attachment "B" is included herein, as it will be the document executed into a final contract between the City and the Contractor. You do not have to return Attachment B; the sample General Services Agreement is provided for reference only and does not have to be returned with the bid.

Any exceptions to this Request for Proposal, including General Provisions for Standard Form Contracts, or Attachment A "Standard Form General Service Agreement" must be submitted on a separate page with your bid package.

Electronic Bid Submission Instructions

City Hall located at 501 Poli Street, Ventura, CA 93001 has been closed to the public until further notice due to the COVID-19 pandemic. City Hall is **NOT** accepting deliveries. Please refer to the instructions below for submitting your proposal to the City Website's Form Center.

1. Go to <https://www.cityofventura.ca.gov/FormCenter/Purchasing-13/Bid-Opportunity-93>
2. Enter all the fields listed. "Bid Number" is the only **required** field but we are asking bidders to fill in all the fields.

Bid Opportunity

Save Progress

Name	Email Address	
Address		
City	State	Zip Code
Phone Number	Fax Number	
Bid Number*		

Submit your file here

Choose File No file chosen

☐ Will you be submitting more than 1 file?

☐ Receive an email copy of this form.

Submit

* indicates a required field

Help

3. Select "Browse..." to upload your bid/proposal. **NOTE: Each file size cannot exceed 20 MB.**

Communication with City Staff:

Any communication with City staff, except for the Purchasing and Contracts Division, regarding this RFP is prohibited. Disregard of this provision could result in rejection of the proposal.

Copies of the proposal package and subsequent addenda may be obtained at www.cityofventura.ca.gov/bids.

CITY OF SAN BUENAVENTURA

GENERAL PROVISIONS FOR STANDARD FORM CONTRACTS

Please Read Carefully

These provisions are part of your Bid/Proposal/Quotation and any resultant Contract

Definitions:

- A. "Bidder" or "Contractor" is any individual, partnership, or corporation that submits a bid, proposal, or quotation.
- B. "Bid," "Proposal," or "Quotation" shall hereafter be referred to as "Bid."
- C. "Assistant Finance Director" shall mean the Assistant Finance Director or designee.

The Bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done;
- B. Bidder understands the meaning, intent, and requirements of the items to be furnished or work to be done; and,
- C. Bidder will enter into a written contract and furnish the item(s) or complete the work required in the time specified, in strict conformity with the specifications of the City of San Buenaventura ("City") for the prices quoted.

1. Federal Funding:

☐ Check this box if the contract is funded by a federal grant or cooperative agreement program, either directly or indirectly. If checked, Attachment "C" must be included with and applies to these Provisions. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g. the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Attachment "C" and these provisions, the terms of Attachment "C" shall control.

2. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written in with ink adjacent to the error. The person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to show the total price for each item bid. Any difference between the unit price extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

3. Bidder's Security: NOT REQUIRED

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City, or a bid bond. If the bid security is a bond, it shall be executed by an insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the Bidder and enclosed with the bid in the sealed bid envelope.

4. Faithful Performance Bond: NOT REQUIRED

If required, the Bidder will furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

5. Items Offered:

If the item offered has a trade name, brand, and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or bidder other than that mentioned on the face hereof, Bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal."

6. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the Bidder. They are guidelines to minimum qualifications. The Bidder

shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications, or where submitted literature does not fully support the meaning of the specifications, must be clearly cited in writing by the Bidder.

An equivalent ("or equal") may be offered by the Bidder, subject to evaluation and acceptance by the City. It is the Bidder's responsibility to provide, at Bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the right to reject a substituted component that will not meet or exceed City specifications.

7. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

8. Verification of Quotations:

Prices must be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

9. Firm Prices:

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City shall receive the benefit of such decline.

10. Alternative Bids:

To be responsive, Bidder must submit a bid that meets all specific bid requirements. Once Bidder has proposed a product which is responsive to the specification, Bidder may include with the bid any additional bids or alternative products that Bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

11. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the Bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

12. Quality:

Unless otherwise required in the specifications, Bidder shall assume that all goods furnished shall be new and unused.

13. Tropical Hardwoods:

Bidder shall not provide any tropical hardwood items to the City.

14. Modification or Withdrawal of Bids:

Bids may be modified or withdrawn by written notice sent by regular U.S. mail or email and received by the Purchasing and Contracts Section of the City's Finance & Technology Department prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

15. Late Bids:

Bids received after the exact time and date specified for receipt will not be considered.

16. Mistake in Bid:

(a) If the Bidder discovers a mistake in the bid prior to the hour and date specified for receipt of bid, Bidder may correct the mistake by modifying or withdrawing the bid in accordance with Section 14 above.

(b) If prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to Bidder, Bidder may request consideration be given to modify the bid if it remains the lowest, responsive, and responsible bid. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Assistant Finance Director is final with regard to acceptance or rejection of requests for correction of bids.

17. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee, or agent, and indicate his or her title.

18. Litigation Warranty:

The Bidder warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or performance relative to the same or similar material or service to be supplied pursuant to this bid. Bidder further warrants that no judgments or awards have been made against Bidder on this basis. Disclosure to the City in the bid or failure to disclose to the City in the bid of pending litigation, arbitration, judgment, or award involving the same or similar material or service as to be supplied herein may disqualify the Bidder. The City reserves the right to consider the facts surrounding such disclosure and, in the event the bid is awarded to Bidder, to require Bidder to furnish the City with a surety bond pursuant to Section 3, above.

19. Royalties, Licenses and Patents:

Unless otherwise specified, the Bidder shall pay all royalties, license fees, and patent fees. The Bidder warrants that the materials to be supplied do not infringe any patent, trademark, or copyright, and further agrees to defend any and all suits, actions, and claims for infringement that are brought against the City and City's officers, employees, agents, and volunteers (collectively "City Parties"), and to defend, indemnify, and hold harmless City Parties from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against City Parties, the Bidder, or those furnishing materials to Bidder to meet the bid specifications.

20. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

21. Warranties:

(a) All material, labor, or equipment provided under the contract shall be warranted by Bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by Bidder on the bid as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the goods or equipment provided by Bidder under this bid, regardless of whether Bidder is an agent, broker, fabricator, or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines.

22. Addenda:

Before submitting a bid, each bidder shall ascertain whether any addenda have been issued. Failure to cover in this bid any such addenda issued may render the bid non-responsive and result in its rejection.

23. Taxes:

The City is exempt from Federal Excise Tax. The City is liable for State, City, and County Sales Taxes.

24. Living Wage Requirements:

Bidder understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), Bidder will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services required pursuant to the solicitation.

Moreover, Bidder will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services required to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing such services.

25. Prevailing Wage Requirements:

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

For information, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

Use of Prevailing Wages vs. Living Wages: In the event that there is a difference between the amount of wages to be paid under the City's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be

applicable to the contract. **PLEASE NOTE**, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.

It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee or elected or member's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with Bidder. The Bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the Bidder is to report it immediately to the Assistant Finance Director. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and Bidder may be subject to damages and/or debarment or suspension.

27. Gratuities:

The City may rescind the right of the Bidder to proceed under this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the City with the intent of influencing award of this Contract or securing favorable treatment with respect to performance of this Contract.

28. Insurance:

Prior to commencement of the services required by this bid, the Bidder shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

29. Indemnification:

As a separate and independent covenant from Bidder's obligations under Section 28 hereof, Bidder shall indemnify, protect, defend with counsel acceptable to the City, and hold City and City's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Bidder's performance of its services pursuant to this Contract. In the event City and/or any of City's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, Bidder shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

Bidder also understands and agrees that it is being employed to perform the services provided for by this Contract because of Bidder's professed expertise and experience in performing such services. In addition, Bidder understands and agrees that while City or City's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Bidder pursuant to this Contract except as otherwise expressly provided for by this Contract. As a consequence, Bidder waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Bidder pursuant to this Contract.

The Bidder's obligations under this Section of the Contract shall survive the termination of the Contract.

30. Award of Contract:

(a) Bids will be analyzed and award will be made to the lowest, responsive, and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City.

(b) The City reserves the right to reject any item or items.

(c) The City reserves the right to award one or more contracts on the bids submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his/her/its bid.

Upon acceptance by the City, the solicitation, bid, price quotation, and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions.

31. Request for Proposal (RFP) Submittals:

The documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There will be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information.

32. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Assistant Finance Director no later than ten (10) calendar days from the date of the letter of notice. Failure to submit a timely written protest to the Assistant Finance Director shall bar consideration of such protest. The Assistant Finance Director shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Assistant Finance Director shall be submitted in writing to the Finance & Technology Director no later than five (5) calendar days after the original determination is communicated to the Bidder. The Finance & Technology Director shall hear the documented arguments of the protest and a written determination will be made and returned to the affected bidder(s). Determinations by the Finance & Technology Director concerning protests are final.

33. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance, and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in the bid being declared non-responsive and rejected, and at City's option, if a bid bond was required, it may be attached for damages suffered.

34. Document Ownership:

(a) All technical documents and records originated or prepared pursuant to this solicitation, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this Contract.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this solicitation shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by Bidder without infringing Bidder's copyright or any license granted to City.

35. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City are prohibited from making endorsements, either implied or direct, of their company, commercial products, or services, without prior written approval of the City Manager.

36. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, district, public agency, municipality, or state agency) located within California shall have the option to participate in any award made as a result of this bid. The City shall incur no financial responsibility in connection with purchase orders or contracts made by the Bidder with another public agency resulting from this bid. The public agency shall accept sole responsibility for placing orders and making applicable payments to the Bidder. The option shall not be considered in the bid evaluation.

37. City Provisions to Prevail:

The City's General Provisions shall govern any contract award. Any standard terms and conditions submitted by Bidder may result in the rejection of the bid. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

38. Invalid Provisions:

In the event that any one or more of the provisions of this bid shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

39. Lawful Performance:

Bidder shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this solicitation. In addition, all applicable permits and licenses required shall be obtained by the Bidder, at Bidder's sole expense.

40. Venue:

This Contract shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the Superior Court of California, County of Ventura.

41. Small Local Business Purchasing Preference:

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business," as defined in Attachment "A."

Certification: Should Bidder meet the requirements of a Small Local Business, Attachment "A" must be completed and returned with a valid and authorized quotation.

APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney

Request for Proposal No. P-130000664 Fuel and Lubricants Supplier Scope of Services

INTRODUCTION

The City of Ventura is located approximately 30 miles south of Santa Barbara and 60 miles northwest of Los Angeles. The City operates under its own charter with the Council-Manager form of government. Ventura is a full-services city providing police and fire services, parks and recreation, public works, and community development in addition to water treatment and distribution, storm water processing, and wastewater management. Information regarding the City and its organization, such as governmental structure, services provided, the Current Operating and Capital Budgets, Annual Financial Reports, and the most recent Master Fee Schedule, is available on the City website at www.cityofventura.ca.gov.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of performing quality work to achieve the City's objectives. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

The successful Contractor will be expected to enter into the attached General Services Agreement. General services shall be performed to the satisfaction of the City of Ventura designated representatives. Failure to perform the services in accordance with this proposal and to the satisfaction of the City of Ventura designated representatives shall be grounds for cancellation by the City of Ventura.

The City of Ventura assumes that the selected contractor will take great care in the designation of a lead coordinator of the service for the City. The lead coordinator will provide service to the City at the times deemed necessary by the City.

SCOPE OF WORK

Contractor shall provide all fuel, diesel exhaust fluid, lubricants, transportation, labor, equipment and incidentals associated with the provision of fuel to the City of Ventura.

Contractor shall provide an oil analysis program for all lubricants sold and a cost.

FUEL SPECIFICATIONS

All gasoline and diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal and local governments as well as fuel industries laws, codes, requirements, standards and guidelines currently in force and any of those put in force during this contract. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

DELIVERY REQUIREMENTS

Contractor shall operate a 24/7/365 fuel supply operation. Deliveries shall be made, as requested, by the City of Ventura Fleet Services within a maximum of 48 hours from notice during weekly/regular hours, between the hours of 7am to 5pm Monday through Friday, except alternate Fridays at the Maintenance Yard, unless otherwise requested delivery. Current delivery sites are shown in Exhibit A. The City reserves the right to add or delete sites within the City as needed during the course of the contract. Contractor shall designate the Customer Service Representative for the City of Ventura contract for coordination of fuel ordering and deliveries.

Contractor shall make no unauthorized deliveries. Contractor shall be financially responsible for any unauthorized fuel deliveries and shall be considered poor performance.

Contractor Drivers shall be HAZMAT trained and certified and DOT compliant. Drivers shall be familiar with

City of Ventura fueling sites, tanks, equipment, and type of fuel, location of delivery sites, safety protocols and ingress/egress accessibility. Contractor shall have identification and wear a uniform for identification and security.

Contractor's fleet delivery vehicles shall be environmentally safe, clean and comply with all Federal, State and local emission requirements to promote a clean fleet. All delivery vehicles shall be clearly marked with the selected fuel supplier company name/logo.

EMERGENCY/DISASTER PREPAREDNESS PLAN

In the event of a natural, or man-made disaster, operations for the City and the Contractor may be impacted.

Contractor shall submit with their proposal information supporting their ability to continue operations, and service/product delivery, in the event of an unforeseen emergency.

The Emergency Preparedness Plan shall explain how your firm will provide assistance to the City under allocation or limited supply conditions whether, or not, they are due to an unforeseen emergency. State the priority level, criteria for delivery, and timeframe (assuming roads are accessible) to the City public services and local agencies. List the location, quantity and type of fuel storage available to supply fuel in the event of an emergency. The plan shall include the location of refineries available to the Contractor in the Southern California Los Angeles area and alternative locations in the Central or Northern California areas.

OPTION - DESIGNATED TANK OPERATOR SERVICES

As an option, the Contractor may be requested to provide Designated Tank Operator Services on a monthly basis to perform monthly inspections of the fuel sites per APCD and in compliance with the City's Permit to Operate.

SECURITY ACCESS

Prior to the execution of a contract, Contractor and assigned employees entering City of Ventura property shall be required to pass a Background check with the City of Ventura Police Department.

Request for Proposal No. P-130000664 Fuel and Lubricants Supplier Pricing Requirements

The price of all Red dye diesel, renewable diesel, gasoline fuel, diesel exhaust fluid and lubricants delivered shall be determined daily by the **OPIS EARLY DAY "LOS ANGELES AVERAGE"**, in accordance with the following procedures:

- a. OPIS as used herein refers to the Oil Price Information Services newsletter published weekly by United Communications Group. Bethesda, Md.
- b. The average posted price listed under the following column headings in the OPIS table titled, "PAD 4/5 report" shall be used in determining the daily-adjusted price.

Column Headings

Location	Red Dye Diesel ULS	Reg Unleaded	Renewable Diesel
Los Angeles, Ca.	Average	Average	Average

- c. The Following definitions shall apply to the terms used in the price adjustment calculation.

- (1) **OPIS Average**: The Term is the LA Average posted price as listed in the issue of OPIS.
- (2) **OPIS at Delivery**: This term is the average posted price as listed in the issue of OPIS published daily during which deliveries are made.

The index for adjusting the prices shall be the OPIS Los Angeles average price for all refineries listed in Los Angeles (PAD 4/5) for Red dye diesel No.2 (or alternative renewable diesel) and regular unleaded gasoline. The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon as bid hereunder. This adjustment shall be firm for the life of any resultant agreement(s) to this Request for Proposal and shall not be subject to change.

If the OPIS price is not reported for any day, the most recent price previously reported shall be utilized as the base price.

If the marketing publication is canceled, or modified, the City reserves the right to re-establish the pricing mechanism or cancel all or part of the contract.

The price for "delivery charge" quoted shall be firm for the initial period of contract.

Contractor's Customer Service Representative shall monitor the daily pricing and advise the City Fleet Services of potential price increases or decreases so the best possible price is offered when the City needs to order fuel deliveries.

**Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
Cost/Price Proposal**

City of Ventura Fueling Site	Location	Estimated Annual Gallons	Tank Size
Maintenance Yard	336 Sanjon Road	80,000	20,000 UST Regular Unleaded Gasoline
Maintenance Yard	336 Sanjon Road	35,450	8,000 UST Red-Dye Diesel No. 2 ULS
Maintenance Yard	336 Sanjon Road	330	Diesel Exhaust Fluid
Police/Fire Headquarters	1425 Dowell Drive	95,000	20,000 UST Regular Unleaded Gasoline
Police/Fire Headquarters Emergency Generator	1425 Dowell Drive	500	2,000 Gallon AST Red-Dye Diesel No. 2 ULS
Fire Station # 6	10797 Darling Road	4,000	1,500 Gallon AST Red-Dye Diesel No. 2 ULS
City Hall Emergency Generator	501 Poli Street	50	400 Gallon AST Red-Dye Diesel No. 2 ULS
Ventura Water Emergency Generators	Various locations	15,000 estimated	Various AST Red-Dye Diesel No. 2 ULS
		230,330 approx.	

Proposals shall be based on the A.M. posting of the OPIS LA Average Early Day average price for Los Angeles (PAD 4/5) on or about February 24, 2022 plus the quoted delivery charge.

Description	Unit Cost/Gal
1. 87 Unleaded Regular Gasoline (Truck/Trailer Delivery) 5,000 Gal or More State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$
2. 87 Unleaded Regular Gasoline (Tank Wagon Delivery) 500-4,999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$
3. 87 Unleaded Regular Gasoline (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$

Description	Unit Cost/Gal
4. Diesel NO. 2 (ULS) Red Dye (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$
5. Diesel NO. 2 (ULS) Red Dye (Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$
6. Diesel NO. 2 (ULS) Red Dye (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter " " or +)	\$
Delivery Charge (City of Ventura)	\$
Total	\$
7. Renewable Diesel No. 2 (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	
8. Diesel Exhaust Fluid (Less than Tank Wagon Delivery) 330 Gal State Brand (s) Quoting:	
AM OPIS LA Average Price	\$
Discount/Increase From OPIS (enter - or +)	\$
Delivery Charge (City of Ventura)	\$
Total	
9. Oils and Lubricants	
REO 10W30 GF-5/ SN (Bulk)	\$
REO 40wt (55 Gal Drum)	\$
REO 15W40 CJ-4 (Bulk)	\$
REO HYD 68 (Bulk)	\$
PERFORMANCE 500 HIVIS MVP ATF (Bulk)	\$
CHEVRON ULTRA DUTY EP 2 (Master Pack/40 Tubes)	\$
CHEVRON DELO 400 30WT/40WT (Cases 3/1 Gal)	\$
CHEVRON TURBINE GST 100 (5 Gal Pails)	\$
CHEVRON TURBINE GST 100 (55 Gal Drum)	\$

Description	Unit Cost/Gal
CHEVRON MEROPA 320 (35 lb Pail)	\$
CHEVRON GEO HDAX LFG 40WT (55 Gal Drum)	\$
REO AW ISO 46 Hydraulic Oil. Product Code GPR 500046 (Bulk)	\$
500 REO Premium UTF Hydraulic Oil Product Code GPR 226606 (Bulk)	\$
REO Motor Oil SAE 40W Product Code GPR 50040 (Bulk)	\$
295 Allison Synthetic Transmission Fluid (Bulk)	\$
Diesel Exhaust Fluid (Bulk)	\$
Alternative Proposal	
Designated Tank Operator Services	
Maintenance Yard – Yearly Fee	\$
Police/Fire Headquarters – Yearly Fee	\$
Hourly Rate	

Request for Proposal No. P-130000664 Fuel and Lubricants Supplier Evaluation Criteria

Proposals submitted will be subject to the City's evaluation procedures. Accordingly, final selection will be based upon overall capability to perform services, and not exclusively upon cost of services.

The City of Ventura reserves the right to reject any or all proposals, in part or in their entirety. In addition, the City will award any resulting contract in a manner consistent with the City Purchasing and Contracts ordinance.

A selection panel will evaluate proposals that satisfactorily meet the evaluation criteria. These proposals will be evaluated in the following areas:

Firm Name: _____

Contact Person: _____

EVALUATION CRITERIA	Weight	Score (0.0-10.0)	Weighted Scored
1. Service Delivery:	3.0		
2. Emergency Preparedness:	2.0		
3. Pricing:	7.5		
4. Financial Stability of Firm:	1.0		
5. Operation Plan	1.5		
TOTAL	15		
Evaluator		Date:	
Additional Comments:			

**Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
Financial Data**

This proposal shall NOT be complete unless all the information requested in this questionnaire is provided by the proposer and is submitted with the proposal. Statements MUST be complete and accurate. Omission, inaccuracy, or misstatement may be cause for rejection of a proposal.

By submission of a proposal, the proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire and authorizes the release to City of any and all information sought in such inquiry or investigation.

PROPOSER

- 1) Name of Proposer _____
- 2) Address of Proposer _____

- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ☐; Partnership ☐; Corporation ☐; Joint Venture ☐; or _____
_____ Explain:

COMPANY NAME

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE

DATE

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full _____
2. Address _____
3. Birth date _____ Place of Birth _____
4. Social Security No. _____
5. State Driver's License No: _____

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership ☐
Limited Partnership ☐

3. Statement of Partnership recorded: Yes ☐ No ☐

Date	Book	Page	County
------	------	------	--------

4. Certificate of limited Partnership recorded: Yes ☐ No ☐

Date	Book	Page	County
------	------	------	--------

5. Has the partnership done business in Ventura County?
Yes ☐ No ☐ Explain: _____

6. Name, address, and partnership share of each general partner:

Name of Partner	Address	Share

7. Furnish the birth date, place of birth, Social Security No., and State driver's license number of each person shown above.

8. Attach a complete copy of Partnership Agreement.

9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____

2. Where incorporated? _____

3. Is the corporation authorized to do business in California?

Yes ☐ No ☐ If so, as of what date? _____

4. The corporation is held: Publicly ☐ Privately ☐

5. If privately held, provide the following:

Name of Partner	Address	% of Stock Owned

6. If publicly held, how and where is the stock traded:

7. List the following:

	Authorized	Issued	Outstanding
Number of voting shares			
Number of non-voting shares			
Number of shareholders			

	Par	Book	Market
Value of share of Common Stock	\$	\$	\$

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.

9. Furnish the birth date, place of birth, Social Security No. and State driver's license number for each person shown under Item No. 5 above.

10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes ☐ No ☐

Date Book Page County

3. Has the Joint Venture done business in Ventura County?

Yes ☐ No ☐ When? _____

4. Name and address of each joint Venturer:

Name	Address

If a Joint Venturer is a Partnership or Corporation, complete pages 22 or 23 as applicable.

5. Furnish the birth date, place of birth; Social Security No. & State driver's license number for each person, shown under Item No. 4 above.

6. Attach a complete copy of the Joint Venture Agreement.

7. Is the Joint Venture now involved, or has it ever been involved, in any business enterprise whatsoever?

If so, give full details:

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes ☐ No ☐

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes ☐ No ☐

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien or claims against any participant in the proposal.

Company Name

Signature of Bidder

**Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
References**

List three (3) persons or companies with whom you have performed similar services during the past five years.

REFERENCE NO. 1

Firm: _____

Name: _____ Title: _____

Address: _____

Telephone: _____

Email: _____

Description: _____

REFERENCE NO. 2

Firm: _____

Name: _____ Title: _____

Address: _____

Telephone: _____

Email: _____

Description: _____

REFERENCE NO. 3

Firm: _____

Name: _____ Title: _____

Address: _____

Telephone: _____

Email: _____

Description: _____

Request for Proposal No. P-13000664 Fuel and Lubricants Supplier
Bidders Statement of Subcontractors

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work with the proper firm name and business address of each.

Name under which specified Contractor is Licensed	License Number and DIR Number	Address and Phone	Description of Subcontract

Company Name

Signature of Bidder

**Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
Bidders Statement of Past Contract Disqualifications**

The bidder is required under Section 14310.5 of the Government Code to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No _____

2. If yes, explain the circumstances.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Company Name

Signature of Bidder

**Request for Proposal No. P-130000664 Fuel and Lubricants Supplier
Authorization Sheet**

1. Department of Industrial Relations No. _____
2. Hazardous Substance Removal Certification License No. _____
3. Price, terms and any other conditions quoted shall remain valid and in effect _____ days from bid opening date (minimum of 60 days).
4. Discount for payment of invoice within 30 days of receipt is _____%.
5. This is to certify that I have carefully reviewed the City of San Buenaventura's **Request for Proposal No. P-130000664** including all attachments, exhibits, schedules, and addenda (as applicable) and agree to full compliance with the terms and conditions included therein unless otherwise clearly indicated in writing on a separate document any exception my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to the proposal complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME

PHONE NUMBER

FAX NUMBER

COMPLETE MAILING ADDRESS

EMAIL ADDRESS

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE

DATE

Attachment "A"

SMALL LOCAL BUSINESS PURCHASING PREFERENCE CERTIFICATION

The City of San Buenaventura's ("City") Small Local Business Purchasing Preference policy is applicable to this Request for Proposal/Bid (ITB/RFP).

Qualified bidders that desire consideration as a small local business for purposes of this ITB/RFP must complete this Certification and submit it as a part of their bid. Late submittals of the "Statement of Small Local Business Certification" will not be considered.

**STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION
CITY OF SAN BUENAVENTURA**

I _____,
(Individual submitting bid) (Title)

Of/for _____, Certify under penalty of perjury that _____
(Company Name) (Company Name)

Is a City of Ventura small local business as defined under Article 40 of these General Provisions and therefore qualifies for the Small Local Business purchasing preference.

(Signature) (Date)

GENERAL SERVICES AGREEMENT

CITY OF SAN BUENAVENTURA AND _____

AGREEMENT NO. _____

By this General Services Agreement ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONTRACTOR (identified below), and CONTRACTOR agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. FEDERAL FUNDING.

- ☐ Check this box if the Agreement is funded by a federal grant or cooperative agreement program, either directly or indirectly. If checked, Exhibit D must be included with and applies to this Agreement. (*Indirect funding is when the City of San Buenaventura receives federal funding through a source other than the federal government. E.g. the federal government provides funding to the State of California and the State then passes the funding through to a local government entity such as the City of San Buenaventura.*) In the event of any contradictions or inconsistencies between Exhibit D and the provisions of the Agreement itself, the terms of Exhibit D shall control.
- ☐ Not Applicable.

2. SUMMARY DESCRIPTION OF SERVICES. _____

3. PARTIES.

CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002

_____, ("CONTRACTOR"), [capacity] _____
 _____, located at _____

4. TERM OF AGREEMENT: From (Date): _____ ("Effective Date") To (Date): _____

Optional Extension (initial term, plus any option to extend, shall not exceed a total of five (5) years): _____

5. AGREEMENT AMOUNT: \$ _____

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

CITY Designated Representative:

Name:

Title:

Phone:

CONSULTANT Designated Representative:

Name:

Title:

Phone:

Email:
Mailing Address (if differs from above):

Email:
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be approved as to form by the City Attorney, then executed by the CONTRACTOR, after which the Agreement may be executed by an authorized person on behalf of the CITY.

7.2. A request for modification of the terms herein must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

8. CONTRACTOR'S SERVICES.

CONTRACTOR shall perform/agrees to perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

9. COMPENSATION.

CITY shall pay CONTRACTOR for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

10. PAYMENT.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONTRACTOR of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11. COMMENCEMENT OF PERFORMANCE.

CONTRACTOR shall not perform any work under this Agreement until: (i) CONTRACTOR furnishes proof of insurance as required under Section 21 of this Agreement, and (ii) CITY provides CONTRACTOR a signed General Services Agreement, which shall serve as a Notice to Proceed. All services required of CONTRACTOR under this Agreement shall be completed on or before the end of the term of the Agreement.

12. STATUS OF CONTRACTOR.

The Parties agree that CONTRACTOR (and any subcontractors), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONTRACTOR is responsible, and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONTRACTOR shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONTRACTOR is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONTRACTOR in the performance of all services done on behalf of the CITY.

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

13. LAWFUL PERFORMANCE.

CONTRACTOR shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. SAFETY REQUIREMENTS.

CONTRACTOR shall not perform any services for the CITY when the CONTRACTOR is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

15. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONTRACTOR in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

15.1. Records and Inspections. The CONTRACTOR shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

15.2. Deliverables. CONTRACTOR shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the CONTRACTOR's services. CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONTRACTOR by the CITY.

15.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONTRACTOR agrees that CITY may make modifications to computer software furnished by CONTRACTOR without infringing CONTRACTOR's copyright or any license granted to CITY, unless otherwise agreed.

15.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

15.5. Confidentiality. CONTRACTOR may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONTRACTOR to perform its obligations pursuant to this Agreement. If CONTRACTOR is granted such access to confidential information, CONTRACTOR shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

15.6. Disclosure of Information. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

17. TERMINATION OF AGREEMENT.

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR pursuant to Section 31 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONTRACTOR only for work done by CONTRACTOR up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law. CONTRACTOR may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

17. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 18 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

18. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the San Buenaventura Municipal Code, sections 4.600.190 and 4.600.200.

19. ASSIGNMENT.

This Agreement is for the non-professional services of CONTRACTOR. Any attempt by CONTRACTOR to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONTRACTOR's services pursuant to this Agreement shall be provided by the CONTRACTOR's Designated Representative or directly under his/her supervision, and CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

20. INDEMNIFICATION & HOLD HARMLESS.

As a separate and independent covenant from CONTRACTOR's obligations under Section 21 hereof, CONTRACTOR shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct, or any loss, damage, or injury, including death, that is

sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), related in any way to CONTRACTOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, wrongful conduct, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), CONTRACTOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, wrongful act, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONTRACTOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONTRACTOR's professed expertise and experience in performing such services. In addition, CONTRACTOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, CONTRACTOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement.

The CONTRACTOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

21. INSURANCE.

Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the CONTRACTOR shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

22. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONTRACTOR understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONTRACTOR will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

23. PREVAILING WAGE REQUIREMENTS.

23.1. Application. The payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

23.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

23.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

23.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

24. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.

25. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

26. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

27. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONTRACTOR. The decision of the CITY's Designated Representative shall be final and conclusive unless CONTRACTOR requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

28. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended in writing by both Parties.

29. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

30. USE OF THE TERM "CITY."

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

31. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

32. FORCE MAJEURE.

Neither the CONTRACTOR nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

33. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

34. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion

of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

35. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

36. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

37. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

38. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

39. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

40. ACKNOWLEDGEMENT.

By signing below, CONTRACTOR acknowledges that it has reviewed the CITY's General Services Agreement terms and conditions and insurance requirements and that CONTRACTOR hereby agrees to full compliance.

Signatures Follow

In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

CITY OF SAN BUENAVENTURA

[CONTRACTOR NAME]

Name:

Title:

Name:

Title:

Date

Date

Name:

Title:

Date

Tax Identification Number

APPROVED AS TO FORM
GREGORY G. DIAZ, CITY ATTORNEY
PER SBMC, SECTION 4.600.050

Any modification to this pre-approved
Standard Form requires further
review and approval by the City Attorney.

EXHIBIT A

**GENERAL SERVICE AGREEMENT
(City of San Buenaventura and __)**

SCOPE OF SERVICES

EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of San Buenaventura and __)**

SCHEDULE OF COMPENSATION

EXHIBIT C

GENERAL SERVICES AGREEMENT (City of San Buenaventura and ____)

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/CONTRACTOR/SELLER/BIDDER** (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL) Coverage must include Pollution Liability via Policy or Endorsement	\$5 million \$10 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence or Combined Single Limit. Coverage must include Pollution Liability via Policy or Endorsement	\$5 million
c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability	Statutory Limits \$500,000

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a

"Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND
an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.

e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.

f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30-day notice of cancellation will be provided to the Certificate Holder.

g) A Certificate of Insurance must include the following language in the Certificate Holder section:

*City of San Buenaventura, its officers, officials, agents, employees and volunteers
501 Poli Street
Ventura, CA 93002*

h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.

i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross-liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross-liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of 529

coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.

m) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.

n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.

q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the 530

specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.

r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy

u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

Exhibit D Federally Funded Contracts

Provisions 1 through 3 are applicable to all contracts or orders funded by a federal grant or cooperative agreement program, regardless of dollar amount and type. Please review and check the appropriate boxes to determine the applicability of provisions 4 through 17 to the federally funded contract or order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control.

1. Compliance with the Copeland "Anti-Kickback" Act.
 - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency ("FEMA") may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
2. Procurement of Recovered Materials.
 - a. For all items where the purchase price of the item exceeds \$10,000 or the value of the quantity during the preceding fiscal year exceeded \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.
3. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

☐ **The contract is funded through a FEMA grant or cooperative agreement. If checked, Provisions 4 through 8 apply.**

4. Access to Records.

- a. The Contractor agrees to provide the City of San Buenaventura, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

8. Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

☐ **The contract exceeds \$10,000. If checked, Provision 9 applies.**

9. Termination for Cause and Convenience.

- a. Termination for cause. The City reserves the right to cancel this contract if goods or services are not delivered as directed within the time specified. In case of default by Contractor, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the Bid and actual cost thereof to the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Assistant Finance Director.

- b. Termination for convenience. At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this contract by giving written notice to Contractor. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The City shall pay Contractor as full compensation for performance up to the date of such termination: (1) the unit or pro rata bid price for the delivered and accepted portion of goods or work completed up to the point of termination; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by the City, with respect to the undelivered or unaccepted portion of this contract; provided compensation hereunder shall in no event exceed the total Bid price.

☐ **The contract exceeds \$25,000. If checked, Provision 10 applies.**

10. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of San Buenaventura. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and the City of San Buenaventura, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

☐ **The contract exceeds \$100,000. If checked, Provision 11 applies.**

11. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Exhibit E. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

☐ **The contract exceeds \$150,000. If checked, Provisions 12 through 14 apply.**

12. Clean Air Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
- b. The Contractor agrees to report each violation to the City of San Buenaventura and understands and agrees that the City of San Buenaventura will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

13. Federal Water Pollution Control Act.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*
- b. The Contractor agrees to report each violation to the City of San Buenaventura and understands and agrees that the City of San Buenaventura will, in turn, report each violation as required to assure

notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

14. Remedies.

In the event the Contractor breaches any part of the contract, the City may procure the articles or services from other sources and the Contractor must compensate the City for the difference between the price named in the Bid and actual cost thereof to the City shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the City of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

☐ **The contract will involve the use of mechanics and/or laborers and exceeds \$100,000. If checked, Provision 15 applies.**

15. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.
- c. Withholding for unpaid wages and liquidated damages. The City of San Buenaventura shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

☐ **The contract is a prime construction contract that exceeds \$2,000. If checked, Provision 16 applies.**

16. Compliance with the Davis-Bacon Act.

a. Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- b. Withholding. The City of San Buenaventura shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of San Buenaventura if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City of San Buenaventura if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City of San Buenaventura, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate

information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City of San Buenaventura or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the City of San Buenaventura may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination/debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.
 - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

☐ The contract is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work. If checked, Provision 17 applies.

- 17. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms.
 - a. Definitions

- (i) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).
 - (ii) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
 - (iii) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
 - (iv) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - (v) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 - (vi) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - (vii) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
 - (viii) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.
- b. Allocation of Principal Rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.
- (i) The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
 - (ii) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
 - (iii) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or

- international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (iv) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the Contractor, may file such application at its own expense, provided that the Contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).
 - (v) Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.
- d. Conditions When the Government May Obtain Title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention -
- (i) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.
 - (ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.
 - (iii) In any country in which the Contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- e. Minimum Rights to Contractor and Protection of the Contractor Right to File.
- (i) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
 - (ii) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (iii) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- f. Contractor Action to Protect the Government's Interest.
- (i) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (ii) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible

for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(i) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (iii) For each subject invention, the Contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter parties review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.
- (iv) The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

g. Subcontracts.

- (i) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (ii) The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by the Federal Acquisition Regulations, subpart 27.
- (iii) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

h. Reporting on Utilization of Subject Inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

i. Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and

any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (i) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (ii) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
- (iii) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
- (iv) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Contracts with Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that:

- (i) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
- (ii) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (iii) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (iv) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Federal agency may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the Contractor may request that the Secretary review the Contractor's licensing program and decisions regarding small business applicants.

I. Communication

Communications on matters relating to this clause should be directed to:

Assistant Finance Director
City of San Buenaventura
501 Poli St.
Ventura, CA 93001

Exhibit E

APPENDIX A. 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

_____ Date

**CITY OF COSTA MESA
AGREEMENT FOR DIESEL FUEL DELIVERY SERVICES
WITH
MERRIMAC PETROLEUM INC., DBA MERRIMAC ENERGY GROUP**

THIS AGREEMENT FOR DIESEL FUEL SERVICES ("Agreement") is made and entered into this 18th day of June, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERRIMAC PETROLEUM INC., a California corporation DBA MERRIMAC ENERGY GROUP ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide diesel fuel delivery services, as more fully described herein; and

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

C. The City of San Buenaventura ("Ventura") competitively awarded to Contractor an agreement for furnishing fuel to Ventura, Agreement No PW2201064 ("Ventura Contract"); and

D. Pursuant to the Ventura Contract, Contractor has agreed to extend the same pricing to the City; and

E. The City desires to "piggyback" onto the pricing set forth in the Ventura Contract, and Contractor consents to such "piggybacking"; and

F. City and Contractor desire to contract for diesel fuel delivery services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein (the "Services"). Contractor shall provide the Services in accordance with the requirements set forth in Exhibit A.

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

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.4. 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 California Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.6. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's annual compensation shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Each 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, itemized prices, extended totals and such other information as may be requested by the City.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement of Work. Contractor shall commence providing the Services on July 1, 2024 ("Service Commencement Date"). The Services shall be performed in strict compliance with Exhibit A.

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 two (2) years from the Service Commencement Date, ending on June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination.

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 Five Million Dollars (\$5,000,000.00), 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 Five Million Dollars (\$5,000,000.00), 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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

Merrimac Energy Group
1240 E. Wardlow Road
Long Beach, CA 90807
Tel: (562) 427-6565
Attn: Mary Hazelrigg

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 327-7499
Attn: Mike Tucker

Courtesy copy to:

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

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein. 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 services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions

contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

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

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

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

subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CONTRACTOR

Signature Date: _____

[Name and Title]

CITY OF COSTA MESA

Date: _____
Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Mike Tucker
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

DRAFT

Scope of Services

1. Introduction

- 1.1 Contractor is to provide Diesel Fuel to various City facilities. Contractor shall provide all fuel, diesel exhaust fluid, lubricants, transportation, labor, equipment and incidentals associated with the provision of fuel. Contractor shall provide an oil analysis program for all lubricants sold and a cost.
- 1.2 Service locations are detailed in Attachment 1. Service locations may be added or deleted and service hours modified at any time. Usage is not guaranteed. Usage figures, if provided, are approximations. Contractor is required to provide Diesel Fuel upon request by the City.

2. Fuel Specifications

- 2.1 CARB #2 Diesel – Red: The same specifications as CARB #2 Diesel – Clear (2.2) except for the red dye & dying process to denote usage for tax-exempt purposes.
- 2.2 CARB #2 Diesel – Clear: All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low), in addition to meeting all of the current low aromatics CARB diesel specifications. The definition of “vehicular use” in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment.

CARB #2 Diesel – Clear may contain up to 5% bio.

3. Contractor Responsibilities

- 3.1 Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services set forth in this Scope of Services. Any associated fees shall be the responsibility of the Contractor.
- 3.2 Contractor shall provide all transitional interfacing and continual uninterrupted services at the Effective Date.
- 3.3 Contractor shall provide current, applicable, and required Material Safety Data Sheet (MSDS) prior to award of the Agreement, or at any time during the Agreement as requested by City.
- 3.4 Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.
- 3.5 Contractor shall perform all deliveries and act in a safe and professional manner, adhering to all required Federal, State, & Local regulations for the handling and supply of Diesel Fuel.
- 3.6 Diesel Fuel must meet current fuel industry laws of Federal, State & local codes, requirements, standards and guidelines, including South Coast Air Quality Management District (SCAQMD); American Society of Testing and Materials

(ASTM) laws; Department of Transportation (DOT); Air Resources Board (ARB) regulations, Reid Vapor Pressure (RVP) requirements & regulations for the handling and supply of Diesel Fuel.

- 3.7 Contractor must commit to delivery as requested, at time stated on accepted orders.
- 3.8 Contractor's delivery trucks must comply with the California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance shall be provided to the City upon request.
- 3.9 All drivers/delivery personnel shall be HAZMAT trained and certified in safety measures to prevent accidents endangering City personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation.
- 3.10 Contractor shall be responsible for obtaining fuel reading and managing load inventory as requested by City.
- 3.11 Contractor shall provide, at Contractor's cost, a 24-hour, toll free customer support telephone number and services for responding to all requests/orders for fuel, including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for emergency situations.
- 3.12 Contractor shall be responsible for all freight/delivery charges.
- 3.13 All deliveries of 4000+ gallons shall have temperature correction adjustments to sixty (60) degrees Fahrenheit based on refinery bill of lading.
- 3.14 Contractor shall perform full delivery of fuel within 48 hours after receipt of City's order. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated, and provided to the City at delivery.
- 3.15 Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to ensure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery. One copy of each delivery ticket is to be mailed to the City at Costa Mesa Public Services Department-Equipment Maintenance, 77 Fair Drive, Costa Mesa, CA 92626, Attn: Katherine Rivas.
- 3.16 Spillage: The City requires "zero leakage" standard for fuel transfer operations. Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. Contractor will likewise ensure that all equipment, tools and procedures used are in compliance with all applicable specifications and regulations governing such operations. In the event of leakage or spillage, it shall be the responsibility of the Contractor to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and to the

City's satisfaction. All material associated with such clean up shall be removed by the Contractor.

- 3.17 Contractor shall itemize applicable Federal and California fuel surcharges, Federal and State Excise Tax, and California State Sales Tax as separate line items when invoicing.
- 3.18 Contractor shall adhere to each City facility/location set delivery hours.
- 3.19 Usage Report: Contractor shall submit usage reports as requested by City within fourteen (14) days of such request. The usage report shall include all information requested by City, in a format specified by City.

4. City Responsibilities

- 4.1 Ordering departments or will coordinate delivery schedules with Contractor and specify details of each delivery location's physical surroundings and/or limitations (i.e. secured & remote locations; no loading dock; narrow, winding or unpaved roads). Depending on the agreed schedule with the department, the Contractor is requested to deliver during off peak hours between 7:00 am and 4:00 pm.
- 4.2 City will work with Contractor on security clearance procedures that may be required for delivery drivers on high security facilities/locations.

ATTACHMENT 1
SERVICE LOCATIONS

DRAFT

THE CITY OF COSTA MESA DIESEL FUEL TANKS

	FACILITY	TANK ID #	ADDRESS	POSITION	CONTENTS	CAPACITY (GALLONS)	ANNUAL USAGE (GALLONS)	MONITORING SYSTEM
1	CITY CORPORATION YARD	1	2310 PLACENTIA AVE	UNDERGROUND	RED DYE DIESEL	2,500	500	VEEDER ROOT TLS 350
2	CITY CORPORATION YARD	2	2310 PLACENTIA AVE	UNDERGROUND	DIESEL	8,000	19,000	VEEDER ROOT TLS 350
3	POLICE GENERATOR	8	99 FAIR DRIVE	ABOVE GROUND	DIESEL	4,000	1,500	
4	FIRE STATION 2	12	800 BAKER STREET	UNDERGROUND	DIESEL	1,000	4,800	TLS 300C
5	FIRE STATION 1	13	2803 Royal Palm	ABOVE GROUND	DIESEL	2,000	10,000	VEEDER ROOT TLS 350R
6	FIRE STATION 5	14	2450 VANGUARD WAY	ABOVE GROUND	DIESEL	1,000	12,500	VEEDER ROOT
7	FIRE STATION 6	15	3350 SAKIOKA DRIVE	UNDERGROUND	DIESEL	1,000	3,000	VEEDER ROOT TLS 300C
8	COMMUNICATIONS GENERATOR	16	99 FAIR DRIVE	ABOVE GROUND	DIESEL	1,000	1,000	
9	CITY HALL GENERATOR	17	77 FAIR DRIVE	ABOVE GROUND	DIESEL	2,000	2,000	

Total Annual Usage = 54,300

EXHIBIT B
SCHEDULE OF COMPENSATION

DRAFT

From: [Mary Hazelrigg](#)
To: [TUCKER, MIKE](#)
Subject: price support/Merrimac Petroleum, Inc. contract
Date: Wednesday, May 1, 2024 5:46:36 PM
Attachments: [Ventura City of Merrimac Energy Agreement PW22-1064 072022 to 062026.pdf](#)

Good Afternoon Mike,

Merrimac can provide the City of Ventura contract as a piggyback contract for the purchase of diesel fuel for the City of Costa Mesa, Contract # PW22-1064 072022. This contract extends through June 2026. Pricing will be OPIS rack average + .079 cents per gallon for 5,000 + gallons per delivery.

We will start with this pricing effective July 1, 2024 or sooner; please advise.

Thank you, Mike.

Sincerely,

Mary

Mary Hazelrigg, President
Merrimac Energy Group
Phone - 562-420-6000
Toll-free - 800-900-4081
Fax - 562-420-6005
E-mail - mhazelrigg@merrimacenergy.net



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

EXHIBIT C

CITY COUNCIL POLICY 100-5

DRAFT

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

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

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

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

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-244

Meeting Date: 6/18/2024

TITLE:

AWARD OF THE TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5335

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of the California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 and adopt plans, specifications, and working details for the Traffic Signal Modification at Baker Street and Babb Street, City Project No. 24-02.
2. Award a Public Works Agreement (PWA) for construction to Crosstown Electrical & Data, Inc., 5454 Diaz Street, Irwindale, CA 91706, in the amount of \$292,787 and authorize an additional ten percent (10%) contingency totaling \$29,279 as needed for unforeseen costs from Measure "M2" Fairshare (416) fund balance.
3. Authorize a budget adjustment to appropriate \$60,537 from Fund 416 Measure "M2" Fairshare available fund balance to the project.
4. Authorize the City Manager and City Clerk to execute the PWA, and authorize the City Manager to execute future contract amendments within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

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

BACKGROUND:

The goal of this project is to construct traffic signal modifications at the intersection of Baker Street at Babb Street that provides access to the nearby school and the surrounding community. The project

will upgrade traffic signal operations with protected and permissive left turn phasing for eastbound and westbound left turns on Baker Street.

Congestion on Baker Street during the morning and afternoon hours has made eastbound and westbound left turn movements difficult, particularly during the morning peak period when students are arriving at the elementary school. This project improves safety for left turning vehicles and increases multi-modal safety with the implementation of better bicycle detection and timing, along with enhanced pedestrian timing.

The project improvements include but are not limited to, furnishing and installing new traffic signal poles and foundations, pull boxes, traffic signal conduit, conductors, and cabling. Construction also includes concrete sidewalk and curb ramp installations and the relocation of existing traffic signal equipment. The project's aim is to provide a fully functional and operating traffic signal system that addresses ongoing issues and enhances the timing for bicyclists and pedestrians.

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

ANALYSIS:

The City Clerk received and opened six (6) bids for this project on May 6, 2024. Crosstown Electrical & Data, Inc., the apparent lowest bidder, submitted a bid proposal in the amount of \$292,787. The average of the six (6) bids received amounted to \$320,654. The bid results are included as Attachment 1.

The license and references of Crosstown Electrical & Data, Inc. have been checked and staff has found them to be in good standing. Crosstown Electrical & Data, Inc. has successfully completed similar projects in Costa Mesa, which include the traffic signal installations at Sunflower Avenue at Anton Boulevard and closed circuit television (CCTV) installations throughout Costa Mesa.

Upon City Council award of the Public Works Agreement (Attachment 2), Crosstown Electrical & Data, Inc. will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the contract, a "Notice to Proceed" will be issued.

Staff recommends that City Council award the contract to Crosstown Electrical & Data, Inc. as the lowest responsible bidder.

ALTERNATIVES:

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

FISCAL REVIEW:

The current available funding for this project has been appropriated from prior Capital Improvement

Project (CIP) budgets approved by City Council using Measure “M2” Fairshare Fund (416).

Staff is requesting City Council approval for a budget adjustment to increase appropriation in the amount of \$60,537 from the Measure “M2” Fairshare Fund (416) balance to cover the remaining project balance.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of the California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 and adopt plans, specifications, and working details for the Traffic Signal Modification at Baker Street and Babb Street, City Project No. 24-02.
2. Award a Public Works Agreement (PWA) for construction to Crosstown Electrical & Data, Inc., 5454 Diaz Street, Irwindale, CA 91706, in the amount of \$292,787 and authorize an additional ten percent (10%) contingency totaling \$29,279 as needed for unforeseen costs from Measure “M2” Fairshare (416) fund balance.
3. Authorize a budget adjustment to appropriate \$60,537 from Fund 416 Measure “M2” Fairshare available fund balance to the project.
4. Authorize the City Manager and City Clerk to execute the PWA, and authorize the City Manager to execute future contract amendments within Council authorized limits.

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**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-02**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June ____, 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and Crosstown Electrical & Data, Inc. a California Corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The scope of work generally consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations (the "Work").

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

The Project is known as the Traffic Signal Modification Project at Baker Street and Babb Street, City Project No. 24-02 (the "Project").

2. CONTRACT DOCUMENTS.

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

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions, Addendum No. 1 (Dated May 2, 2024) and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

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

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

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

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

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

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

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two hundred ninety-two thousand, seven-hundred eighty-seven dollars and no/100, (\$292,787.00)

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services 303 provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

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

9. PAYMENTS TO CONTRACTOR.

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

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

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

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within 30 working days from the first day of commencement of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
 - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
 - (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
 - (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to three thousand six-hundred dollars (\$3,600.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

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

14. PERFORMANCE BY SURETIES.

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

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

16. SUPERINTENDENCE BY CONTRACTOR.

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

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the

Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

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

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

19. CONTRACT SECURITY AND GUARANTEE.

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

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

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those

failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, 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.

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it

may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

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

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

21. INSURANCE.

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

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

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

(\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, 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.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and 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."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
- (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

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

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

22. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

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

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

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

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

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

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

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

Crosstown Electrical & Data, Inc.

5454 Diaz Street
Irwindale, CA 91706
Attn: David P. Heermance, President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

28. INDEPENDENT CONTRACTOR.

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

29. 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.

30. VALIDITY.

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

31. GOVERNING LAW.

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

32. NO THIRD PARTY BENEFICIARY RIGHTS.

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

33. ASSIGNABILITY.

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

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

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

36. 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.

37. COUNTERPARTS.

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

38. CORPORATE AUTHORITY.

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

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR – CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Seung Yang
Project Manager

Date: _____

EXHIBIT A
CONTRACTOR'S BID

EXHIBIT A
CONTRACTOR'S BID

SECTION C
PROPOSAL
FOR THE
TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,
CITY PROJECT NO. 24-02

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE PROPOSAL

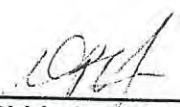
ITEM #	BID ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization.	1	L.S.	\$5,000.00	\$5,000.00
2	Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)	1	F.A.	\$25,000	\$25,000
3	Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes removal at the end of the project).	1	L.S.	\$3,500.00	\$3,500.00
4	Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC)	1	L.S.	\$246,097.00	\$246,097.00
5	Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor.	1	L.S.	\$13,190.00	\$13,190.00
TOTAL BID PROPOSAL FIGURES:				\$ 292,787.00	

TOTAL BID PROPOSAL (Words):

TWO HUNDRED NINETY-TWO THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN DOLLARS AND NO/100***

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.


Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials are required to be uploaded onto PlanetBids.



Bidder's Initials

PROPOSAL SCHEDULE **(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) TWO HUNDRED NINETY-TWO THOUSAND, SEVEN HUNDRED
EIGHTY-SEVEN DOLLARS & NO/100 (\$ 292,787.00)

in figures
Contractor's Lawful Name: CROSSTOWN ELECTRICAL & DATA, INC.

Bidder's Name: DAVID P. HEERMANCE Bidder's Initials: 

Contractor's License No. 756309 Expiration: 11/30/2024

Contractor's Taxpayer I.D. Number: 22-3611877

Contractor's DIR Registration Number: 1000000155

Signature:  Date: 05/06/2024

Contractor's Address: 5454 DIAZ ST IRWINDALE CA 91706

Telephone Number: (626) 813-6693 Mobile No.: (626) 926-0031

Fax Number: (626) 869-0192 E-mail: DAVE@CROSSTOWNDATA.COM

24-Hour Emergency Contacts:

DAVID P. HEERMANCE
Name

Telephone Number: (626) 813-6693

Mobile No.: (626) 926-0031

RICARDO AVILA
Name

Telephone No.: (626) 813-6693

Mobile No.: (626) 926-3002

JERRY DAVIS
Name

Telephone No.: (626) 813-6693

Mobile No.: (909) 260-3694


Bidder's Initials


**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% O the Total Bid
(\$ 10%) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.


Bidder's Initials

Respectfully Submitted,

CROSSTOWN ELECTRICAL & DATA, INC.Contractor's Business Name
5454 DIAZ STREETBusiness Address: Street
IRWINDALE CA 91706City State Zip
626-813-6693Business Phone Number
DAVID P. HEERMANCE PRESIDENTName Title
5454 DIAZ ST IRWINDALE CA 91706
City State ZipDAVID P. HEERMANCE PRESIDENTContractor Title
DAVID P. HEERMANCE PRESIDENTSigned By Title
756309 CLASS A/C-10 11/30/2024Contractor's License No. and Classification Exp. Date
5/6/2024Date
5454 DIAZ STREETResidence: Street
626-813-6693Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ CorporationTaxpayer I.D. Number: 22-3611877Name DAVID P. HEERMANCE

Can Sign

Must Sign

Name ANDREA HEERMANCE☒☐Name BENJAMIN HEERMANCE☒☐☒☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint VenturesTaxpayer I.D. Number: N/AName N/AAddress N/AName N/AAddress N/A

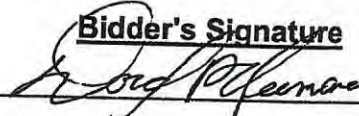
If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

DAVID P. HEERMANCEPRESIDENTANDREA HEERMANCESECRETARYBEN HEERMANCECFODPH
Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
1	05-02-2024	
_____	_____	_____
_____	_____	_____

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
2/2023	COACHELLA VALLEY ASSOCIATION OF GOV	ERIC COWLE, 760-346-1127
3/2022	07A5258 CALTRANS	KURT NEWTON, 213-700-1979
3/2022	07A5259 CALTRANS	KURT NEWTON, 213-700-1979
3/2022	07A5260 CALTRANS	KURT NEWTON, 213-700-1979
5/2022	CITY OF LOS ANGELES	FERNANDO CAMPOS 213-978-0261
10/2022	CITY OF CARSON	IAN HOLST, 310-830-7600
8/2022	CITY OF SANTA CLARITA	CESAR ROMO, 661-286-4002
8/2023	CITY OF BAKERSFIELD	EDGAR SANTANA 661-852-2120
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____


Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

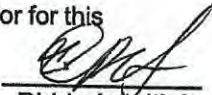
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
4 (PARTIAL)	17.03%	EXCEL PAVING, 2230 LEMON AVE., LONG BEACH, CA 90806, LFLORES@EXCELPAVING.NET	688659	A, C-12, C-31	1000003331
4 (PARTIAL)	.95%	SMITHSON ELECTRIC, INC., 1938 E. KATELLA AVE., ORANGE, CA 92867, TOM@SMITHSONELECTRIC.COM	614518	C-10	1000001610
5	3.62%	SUPERIOR PAVEMENT MARKINGS, INC., 5312 CYPRESS STREET, CYPRESS, CA	776306	C-31, C-32, D-38	1000001476
		REBECCA@SUPERIORPAVEMENTMARKINGS.COM			

By submission of this proposal, the Bidder certifies:

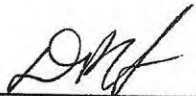
1. That I(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.


Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.


Bidder's Initials

NONCOLLUSION AFFIDAVIT

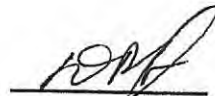
The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

CROSSTOWN ELECTRICAL & DATA, INCContractor Firm NameDAVID P. HEERMANCEName of PrincipalPRESIDENTTitleSignature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public
Bidder's Initials

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

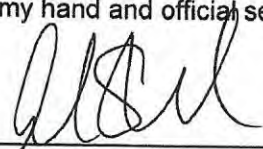
State of California
County of Los Angeles

On May 16, 2024 before me, Angela Sherlin, Notary Public
(insert name and title of the officer)

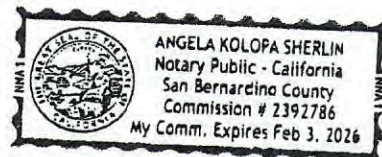
personally appeared Dave Heermance
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

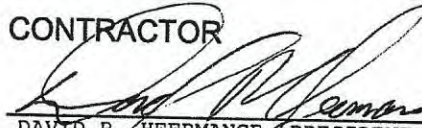


**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: MAY 6, 2024

CONTRACTOR



DAVID P. HEERMANCE, PRESIDENT

CROSSTOWN ELECTRICAL & DATA, INC.

Company Name

PROJECT: TRAFFIC SIGNAL MODIFICATION AT BAKER ST. AND BABB ST.,
CITY PROJECT NO. 24-02


Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.


Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NONE				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DAVID P. HEERMANCE, PRESIDENT
Bidder/Applicant/Proposer

MAY 6, 2024

Date

Bidder's Initials

EXHIBIT B
BID PACKAGE

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

**TRAFFIC SIGNAL MODIFICATION AT
BAKER STREET AND BABB STREET**

CITY PROJECT NO. 24-02

Prepared Under the Direction of



Seung Yang, P.E.

City Engineer

In conjunction with

AGA Engineers, Inc.

211 Imperial Highway, Suite 208
Fullerton, CA 92835
(714) 992-4592

Ruben Perales, P.E.
License No. 83169

Copy No. _____

Checked by _____

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**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

**TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,
CITY PROJECT NO. 24-02**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **4:00 P.M., Monday, May 6, 2024**, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

3. **PRE-BID MEETING OR JOB WALK:** None.
4. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY:** Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk **PRIOR** to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk prior to the bid submission deadline.
6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering Contractor) or Class "C-10" (Electrical)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract

Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a “public work” subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations’ website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY’S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Administrative Secretary: Janet Zuazo, Public Works Department, via e-mail at janet.zuazo@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: April 4, 2024

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORM:** The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. **QUALIFICATION OF BIDDERS:** Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.
3. **BID SECURITY / BID BOND:** Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour **PRIOR*** to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. **CORRECTIONS:** Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. **DELIVERY OF PROPOSAL:** Proposals shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. **BID DEPOSIT RETURN:** Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and

return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and

payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____

FAX: _____

Plan Sheet: _____

Specification Section:

INTERPRETATION REQUESTED:

REPLY: _____

T0 A/E: _____

SECTION C
PROPOSAL
FOR THE
TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET,
CITY PROJECT NO. 24-02

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE PROPOSAL					
ITEM #	BID ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization.	1	L.S.		
2	Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)	1	F.A.	\$25,000	\$25,000
3	Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes removal at the end of the project).	1	L.S.		
4	Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC)	1	L.S.		
5	Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor.	1	L.S.		

TOTAL BID PROPOSAL FIGURES:

\$

TOTAL BID PROPOSAL (Words):

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.

Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials are required to be uploaded onto PlanetBids.

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) _____

_____ (\$ _____) _____
in figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's DIR Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number: (____) _____ Mobile No.: (____) _____

Fax Number: (____) _____ E-mail: _____

24-Hour Emergency Contacts:

_____ Name	Telephone Number: (____) _____
_____ Name	Mobile No.: (____) _____
_____ Name	Telephone No.: (____) _____
	Mobile No.: (____) _____
	Telephone No.: (____) _____
	Mobile No.: (____) _____

Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

Respectfully Submitted,

Contractor's Business Name		
Business Address: Street		
City	State	Zip
Business Phone Number		
Name		Title
City	State	Zip

Contractor	Title
Singed By	Title
Contractor's License No. and Classification	Exp. Date
Date	
Residence: Street	
Residence phone Number	

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

<input type="checkbox"/> Corporation	Taxpayer I.D. Number: _____	
	Can Sign	Must Sign
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

<input type="checkbox"/> Partnership or Joint Ventures	Taxpayer I.D. Number: _____
Name _____	
Address _____	
Name _____	
Address _____	

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20 ____.

My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

CONTRACTOR

Company Name

PROJECT: TRAFFIC SIGNAL MODIFICATION AT BAKER ST. AND BABB ST.,
CITY PROJECT NO. 24-02

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

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

Bidder's Initials

SECTION D GENERAL PROVISIONS

PART 1

SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971*

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

The following modifications are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these modifications, these modifications shall have first precedence.

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

- | | |
|---------------------------------|--|
| (a) AGENCY | The City of Costa Mesa, California, hereinafter referred to as "CITY." |
| (b) BOARD | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD." |
| (c) CONTRACT DOCUMENTS | Documents including but not limited to the following: The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER. |
| (f) LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) LABORATORY | An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract. |

1-3 ABBREVIATIONS

- | | |
|--------------|---|
| CALTRANS | State of California, Department of Transportation, Division of Highways |
| O.C.E.M.A. | Orange County Environmental Management Agency |
| L.A.C.F.C.D. | Los Angeles County Flood Control District |

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms P-1 through P-9a in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person

submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

1-6.2 Subcontractor Listing

[Add the following:].

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within **fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution**. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than **fourteen (14) days from Notice of Award** of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the Contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

- The Contractor is directed to Appendix 'C' - Caltrans Encroachment Permit and shall pay the permit fee, obtain the double permit rider, and comply with the conditions of said permit.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit to the ENGINEER (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the ENGINEER is obtained to change the route.

Waste Hauler Requirements

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber, plastic, concrete, and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

The City of Costa Mesa requires that all hauling activity in Costa Mesa comply with one of the waste hauling options for your construction and demolition related project:

- Use Franchise Waste Hauler
- Self-Haul Permit - <https://www.costamesaca.gov/city-hall/city-departments/public-services/waste-collection-and-recycling>

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

No contract or portion thereof may be assigned without written consent of the BOARD.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER. All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

All work, which has been inspected and deemed defective in its construction or does not meet all of the requirements of the plans and/or specifications by the ENGINEER shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where its designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with a functional water spray nozzle system at least once each working day to keep paved areas in the Work zone and along all haul routes acceptably clean whenever construction, including restoration, is incomplete.

3-12.2 Air Pollution Control

[Add the following:].

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of Work involved.

3-12.4.1 General

[Add the following:].

All surplus materials shall be removed from the site of the Work within five (5) days after completion of the Work causing the surplus materials.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Project Soil Disturbance is: **less than 1 acre** (No General Construction Permit required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the

CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

The CONTRACTOR shall complete the NOI within SMARTS <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp> The CONTRACTOR will notify the CITY when the NOI is ready for the CITY to submit to the State. The CONTRACTOR shall pay all fees associated with the NOI process. The CONTRACTOR shall also complete all required reports within SMARTS as required by the General Permit and the Project's Storm Water Pollution Prevention Plan (SWPPP).

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing. A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the Work.

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a SWPPP as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.6.4 Dewatering

[Add the following:].

Unless otherwise directed in these Special Provisions, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

3-13.3 WARRANTY

[Replace 2nd sentence of 1st paragraph with the following:].

The warranty period shall start on the date the Work is accepted by the Board.

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will complete and pay for the initial soils, compaction, and material tests. Any subsequent soil, compaction, and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense and deducted from the payment due.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shall be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.3 Payroll Records

[Add the following:].

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 Steel Plate Covers

5-7.8.1 General

[Add the following:].

All steel plate covers utilized for the project must be slide resistant. A non-slip coating will be required on the side of the steel plate that that will be utilized for the driving or walking surface.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

[Replace the 1st Paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

The Contractor shall submit progress reports to the ENGINEER by the tenth day of each month. The report shall include an updated Construction Work Schedule. All revisions shall be completed within three days after review by the ENGINEER. The Contractor shall submit requests for changes in the schedule to the CITY for approval at least three (3) working days prior to performing any work. Any deviations from the original approved Construction Work Schedule shall be explained and identified in the updated Construction Work Schedule. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the ENGINEER with a 3-week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead schedule shall utilize the main milestones within the approved Baseline Construction Schedule with updates and include sub-activities.

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) working days after Notice to Proceed for Construction and commence the construction Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER THE NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS.**

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

Should it become necessary, due to developed conditions, to occupy any portion of the Work before Contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

The ENGINEER will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, and will take action as allowed by the Contract Documents.

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the Contract Documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-9 LIQUIDATED DAMAGES

[Replace the 1ST Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of **\$3,600** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM).

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the CITY's payment procedure.

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no

payment shall be considered until such approval is obtained.

[Replace the 3rd Paragraph in its entirety with the following:].

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[Add to end of Section the following:].

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

After completion of the Contract, the BOARD shall, upon recommendation of the ENGINEER, accept the Work as completed and authorize the Final Payment.

The Final Payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD,

and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

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

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the CONTRACTOR.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:

1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
 2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
 3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these Specifications.

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be **23 percent** for regular time and overtime.

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

The allowance for overhead and profit to be added to the Contractor's costs shall be as follows:

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of five (5) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

No markups will be allowed for second tier or higher subcontractors.

[Add the following:].

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written

statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION E
SPECIAL PROVISIONS
PART 1-8

[Add the following Section:].

PART 1
GENERAL

100-1 GENERAL

Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the “Standard Specifications for Public Works Construction” (The “Greenbook”), and the General Provisions stated within the “Standard Specifications” of this Project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the “City of Costa Mesa Standard Drawings” and the “Work Area Traffic Control Handbook (WATCH)” published by Building News, Inc., shall also apply.

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled “Measurement and Payment” or “Payment”. All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having

jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, .and all other items related to the work.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

100-2 MOBILIZATION AND DEMOBILIZATION

100-2.1 General

Mobilization shall comply with Section 7-3.4 of the General Provisions.

100-2.2 Measurement and Payment

Bid Item #1: Mobilization and Demobilization

Measurement and Payment for Mobilization and Demobilization shall be included in the **Lump Sum (LS) Price** basis. It shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period.

No additional compensation will be allowed.

Mobilization shall include compliance with water and air quality laws; maintaining dust control at all times; furnishing all water required for the construction work; protection of utilities, survey monuments, trees, fences, walls, landscaping and other facilities.

Mobilization shall include all related “de-mobilization” costs, including the removal of any remaining Underground Service Alert (USA) utility markings or other construction paint markings, by means of wet sand blasting or other pre-approved method on the sidewalk, curb/gutter and pavement.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocations of the facility to accommodate the construction of an improvement, and removal of existing planters, trees, shrubs, and bushes.

The contractor shall confine his operations and work area to the street right-of-way and is responsible for securing an adequate storage site for equipment and materials. No encroachment into private property will be permitted without prior written consent of the property owner and Engineer. Obtaining this consent will be the responsibility and at the cost of the Contractor. The Contractor shall provide supervisory personnel to keep the construction site in a safe condition at all times.

The Contractor shall submit a Construction Schedule at least ten (10) working days prior to commencing work. All revisions shall be completed within three days after review by the Engineer. The Contractor shall submit requests for changes in the schedule to the City for approval at least three (3) working days prior to performing any work.

The Contractor is noted that this project is being coordinated with parkway concrete repair project, the asphalt paving project, and slurry seal project within the same project limits. The contractor to perform the work shall be the concrete contractor and upon completion of their work, the asphalt contractor will overlay or level the streets with asphalt concrete. Within minimum two weeks after the completion of the asphalt contractor’s work, the slurry project will commence. The City reserves the right to include or exclude streets.

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300 feet from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking. Approval of the staging and work plan shall be at the discretion of the City.

No construction activities will be allowed on streets that are receiving trash pick-up or sweeping services on the same day. A copy of the CR&R Waste Collection Map will be available upon request. The Contractor shall coordinate with the trash hauler in preparing

the construction schedule. The Contractor shall provide a map showing the schedule of the work, which should coordinate with the trash and mail schedule, to the City at the preconstruction meeting. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days.

100-3 CONTROL OF THE WORK

100-3.1 Water Pollution Control and Best Management Practices

Contractor shall follow the water pollution control and Best Management Practices (BMPs) guidelines enumerated in Section 3-12.6 of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and also Section 3-12.6 of the General Provisions stated within the "Standard Specifications" of this Project and these contract bid documents.

100-4 ADDITIONAL WORK ITEMS

100-4.1 General

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

At the direction of the Engineer, the Contractor shall provide labor, equipment, and materials for the additional work beyond the scope of work established within the GREENBOOK. Work will include, but not limited to, ALL the items aforementioned in these Special Provisions. Said work will only be performed, if required, and approved by the Engineer. The Contractor acknowledges that this bid item will only be used at the discretion of the Engineer.

100-4.2 Payment

Bid Item #2: Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)

The Contractor shall be paid at force account for work performed under this bid item as directed by the Engineer.

PART 3
CONSTRUCTION METHODS
SECTION 300 – EARTHWORK

[Add the following:].

300-0 EARTHWORK IN STATE RIGHT-OF-WAY

300-0.1 General

All earthworks performed within the State of California Department of Transportation ("Caltrans") Right-of-Way shall conform to the requirements of Section 19 of the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways" with the appropriate Caltrans, City, and other applicable agency encroachment permits procured.

300-1 CLEARING AND GRUBBING

300-1.1 General

[Add or redefine the following:].

Section 300-1, "Clearing and Grubbing," of the Standard Specifications is supplemented by the following:

Contractor shall field verify existing grades and shall accept site as is, for no other grading shall be performed by the CITY.

- 300-1.3 Removal and Disposal of Materials
- 300-1.3.1 General

All materials removed shall be disposed of in a legal manner at an appropriate Disposal Site.

- 300-1.3.2 Requirements

A. *Bituminous Pavement*
Saw cutting of edges to be joined is required.

B. *Miscellaneous*
In addition to the work outlined in Section 300-1.1 of the Standard Specifications, the following items of work are included under Clearing & Grubbing unless otherwise covered by specific bid item.

1. Maintaining dust control at all times by watering during the entire time of the project, whether extended or not, including developing a water supply and furnishing and placing all water for all work done in the contract, including water used for extra work.
2. Application of soil sterilant, if applicable, or as directed by the ENGINEER.
3. Protection of utilities, structures, improvements and other facilities within the construction zone, except those specifically shown on the plans to be removed or relocated.
4. Removal and disposal of existing natural and artificial objectionable material within the limits of construction.
5. Verification of existing locations and elevations as shown on the plans or directed by the ENGINEER.
6. Replacement of disturbed traffic signs, street names, mailboxes, property owner signs, fences, landscaping, protection of temporary construction fences and all appurtenances, striping and markings as required to the satisfaction of the ENGINEER. Also, includes the installation of safe pedestrian pathway by installing orange netting or other approved method of safely directing pedestrians through a protected path.
7. This item shall also be interpreted to include the removal or relocation of any additional items in conflict with the proposed work not specifically mentioned herein or covered by specific bid item as directed in the field by the Engineer, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.
8. All surplus material three (3) inches or smaller shall be uniformly spread and compacted in the street sub grade. No material greater than three (3) inches in any dimension shall be used in the top twelve (12) inches of the sub grade. No nesting of rocks shall be allowed.
9. Unclassified fill shall consist of all fill unless separately designated. Construction of unclassified fill included preparing the area on which fill is to be placed, and the depositing, conditioning, and compaction of fill material.
10. Complete all demolition and removal work associated with the removal of AC, underlying PCC, PCC curb/gutter, as designated on the drawings for removal, unless otherwise defined.
11. Any structural or non-structural demolition work involved for the construction of the project and Contractor shall be responsible for disposing in a legal manner.
12. Determining and maintaining a straight edge in areas where AC joins existing edge of pavement.
13. No burning will be permitted.
14. No accumulation of flammable material shall remain on or adjacent to the right-of-way.

SECTION 302 – ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING

[Add the following within each Subsection:].

302-4.1.1 PREPARATION OF EXISTING FOR SLURRY SEAL

Before applying slurry seal, the Contractor shall perform the following:

- Notices and No Parking postings. The contractor shall notify all the residents on any street that is impacted by the slurry seal operations by the end of the working day, on the Wednesday prior to slurry sealing the roadway. All operations for a Monday through Sunday work week shall have notices delivered by the prior Wednesday. The notice to each resident shall be on a format that is acceptable to the Engineer, with all contents of the notice being approved by the Engineer at least three weeks prior to having any slurry seal work performed. No Parking” signs are to be posted at least two working days prior to performing any slurry seal work.
- Plane all buckled pavement flush with existing adjacent pavement after the cleaning process.
- Remove all excess bitumen in bituminous pavement by burning or other method which is to be approved by Engineer.
- Clean all oil stained asphalt surfaces and apply “oil seal” produced by Industrial Asphalt or an approved equal to all oil stained surfaces prior to slurry application.
- Clean all loose materials, silt, vegetation, and other objectionable material on the existing surface by a method as specified or approved by the Engineer. The surface shall be free of water, dust, and foreign materials.
- Before construction starts, all cracks shall be sprayed with “Suppress Herbicide EC” a non-select organic weed and grass killer solution manufactured by Westbride Agricultural Products and a direct kill application (spectroicide) combination or approved equal. The contractor shall apply the organic weed and grass killer solution twice, at two (2) weeks apart from application. If a 3rd application is necessary, all cracks shall be sprayed with “Round-up”, a non-select weed and grass killer solution manufactured by Monsanto Company and a direct kill application (spectroicide) combination or approved equal for no additional cost to the City. The Contractor shall remove all weeds and vegetation fourteen (14) days after the chemical application or as recommended by the manufacturer. The Contractor shall assure that vegetation and weeds are completely eliminated.

- To facilitate inspection, the chemical solution shall be mixed with purple dye before spraying. The Contractor shall be directed to spray against those cracks – without purple color appearing – at no additional cost to the City before any construction.
- The weed and grass killer solution shall be applied at a rate as recommended by manufacturer.
- Sweep the surface with a rotary broom to remove all loose material.
- Clean thoroughly by using compressed air to blow out loose material, and then brush with a wire brush to remove more stubborn material from all depressions and cracks not reached by the rotary broom.
- Wash existing pavement; it must be damp but without water standing before slurry.
- May use alternate cleaning methods only with prior approval of the Engineer.
- Remove all existing raised pavement markers (RPM) including reflective markers.
- Remove by wet sandblasting, or by hand-operated grinder, all existing and/or visual striping and pavement markings prior to the application of the slurry seal. Temporary striping marking shall be placed and maintained until the final striping and markings are placed.
- Remove by hand-operated grinder all existing and/or visual thermoplastic markings including markings, striping, and crosswalks prior to the application of the slurry seal.
- Furnish and maintain temporary markings until the final striping and markings are placed.
- Immediately ahead of the mixer for slurry seal, pre-water the pavement by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The surface should be damp but with no free water standing in front of the slurry box.
- Cover any manholes, water valve covers, and brick and concrete crosswalks with heavy removable plastic cover materials to prevent the adhesion of construction materials.
- Remove the tape covering material from manholes, water valves, and brick and concrete crosswalks as soon as the slurry application is completed remove and clean any deposited construction materials on the surface of these exiting structures as soon as possible.

- Coordinate with the City's Fire Department and obtain their approval before starting any work.
- Be responsible for maintaining location of and access to, all waterline valves during construction.
- Restore traffic delineation prior to opening street to traffic.
- Use only reflective slurry tabs; Non-reflective slurry tabs will not be allowed.

302-4.1.2 OIL SEAL

All accumulation of oil and foreign materials shall be scraped and removed from the asphalt surface prior to the application of oil seal. Any fresh petroleum deposits should be dried using heat prior to application of oil seal.

Oil seal shall be applied per manufacturer's recommendations. Severity of the petroleum stain should dictate the amount of application. Oil seal should be brushed onto the stained surface insuring the total stain is well covered.

302-4.1.3 SLURRY SEAL TYPE II

Slurry seal material and construction shall conform to Sections 203 and 302-4 of the Green Book and the following additions and revisions.

Slurry shall be quickset emulsion aggregate slurry seal cationic (CQS---1h) and shall have an additive of latex. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of 2.5% percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price for no additional cost to the City.

A final report for slurry mix design shall be submitted to the City for verification and all slurry mix design must be tested and approved by the specified laboratory prior to commencing work.

After mix proportions have been determined by the laboratory which has been approved by the City, the Contractor shall place one or more trial mixes either at the job site or at a location where small spreads of the slurry would not be objectionable.

The Contractor shall submit samples of aggregate, emulsion, retardant or accelerator, and the other required substances to the City to verify mix design submitted by the Contractor.

The cement mixing test will not be required for quickset cationic emulsion asphalt. The aggregate bin shall be calibrated in 2-ton increments in order that an accurate

estimate may be made of the amount of material used for each load. Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weighmaster's certificate indicating the net weight capacity of the aggregate bin.

The Contractor shall furnish calibrated vehicle weight scales at the stockpile site for use by the Agency. The portable scales will be utilized for inspection and all mixers shall be weighed prior to transit. All equipment and tools necessary for the field measurement of the emulsion and aggregate by the Agency shall be furnished and maintained by the Contractor.

The Contractor shall be responsible for the initial setup of the weigh scales at the stockpile site and all necessary relocations during slurry seal operations.

The Contractor shall apply the slurry using a minimum of two continuous mixers, one mixer to apply slurry with the other machine is in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset man one competent driver for the mixer applying slurry, and one shuttle driver for the machine in route to reload. The Contractor shall also provide sufficient laborers for any hand work and clean up required to insure proper progress of work. Transit mix trucks shall not be used.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry outside the limits to be covered. It shall be adjustable to assure a uniform, controlled spread and shall be equipped with suitable drags that will erase ridges. It shall be mechanical or hydraulic type equipped with a steering device.

Prior to any change the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Insofar as possible, slurry seal shall be applied to cul-de-sac areas and trees shaded areas in the early morning to allow proper curing.

Those areas that cannot be reached by regular spreading machine shall be spread by hand or by a small machine to completely cover those areas within the limitations of construction.

Sufficient water must be used to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing. The water shall not exceed the content specified in the mix design.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and

results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate for the type and grade indicated. In addition, samples of each shipment of asphalt emulsion shall be taken upon arrival at the job site and furnished to the Engineer; a minimum of three of those samples, more if deemed necessary, to be selected by the Engineer shall be tested for continued test reports, the testing required in connection with those reports and all additional testing shall be provided by the Contractor at no cost to the City.

No material from that shipment of asphalt emulsion shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, checked by, and verified by the Engineer.

If test results do not conform to the requirements of these special provisions, the unacceptable slurry seal shall be removed and replaced at the Contractor's expense. Continued application of slurry will not be allowed until it can be shown to the Engineer's satisfaction that the mix conforms to the approved mix design. The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly and completely. No extension of time will be allowed for delays due to repairs, resealing, or improper mix. Any additional tests required by the Engineer prior to continued slurry application and the additional slurry required to correct the previously rejected slurry application shall be at the Contractor's expense.

The approximate rate of application coverage shall be from 1/8" to approximately 3/8" maximum with a coverage of 3/16" desired. For bidding purposes, the Contractor shall assume the application rate of slurry shall be between 1,100 and 1,400 square feet per extra long ton.

The Contractor shall verify weather condition prior to the application of slurry; however, no application shall commence before 8:00 a.m., or after 1:00 p.m. The streets to be sealed shall be closed from the time of application begins until the mixture has achieved sufficient set of 4 to 5 hours to be opened to traffic, or as directed by the Engineer. The full width of the roadway shall be open for use by public traffic no later than 5PM. No residential streets shall be closed to traffic before 8:00 a.m. or after 5:00 p.m.

If lumping, ball, or unmixed aggregate is observed, the slurry shall be removed from the pavement. It shall also be removed if coarser aggregate particles settle to the bottom of the mix. Streaks, such as those caused by oversized aggregate, shall be repaired at once with a hand squeegee.

No longitudinal or transverse streaking, bleeding (flushing), or loss of cover aggregate shall be accepted after application. Under the direction of the Engineer, Contractor shall remove all rejected areas and repair them to the acceptable degree by the Engineer. All cost for correction work shall be borne by Contractor.

The streets to be sealed with slurry shall be sealed from edge of pavement to edge of pavement.

Excessive build-up causing unsightly appearance shall not be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at joints will not be less than 1" or greater than 3" and shall be feathered. Joints between asphalt pavement and concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive overlap onto concrete; any unsightly and objectionable excess shall be immediately removed as required.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

All cul-de-sacs the Contractor shall slurry seal first to allow an extended cure time for the cul-de-sacs locations. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The finished surface of the slurry seal shall be at least as smooth as the original pavement surface. Any corrugations on the surface creating vibrations noticeable by passengers in an automobile driving over the slurry sealed surface at legal speeds will result in rejection of the slurry seal construction.

Following curing of the applied slurry, the roadway shall be uniformly black in color and shall exhibit no streaking. Where the completely slurry is not uniform in color, the slurry application will be rejected. Any overlap onto concrete gutters is unacceptable and shall be removed immediately. All curbs, gutters, sidewalks and driveways shall be maintained free of loose aggregate and shall be swept as necessary or as directed by the City Engineer. Any stains resulting from the slurry sealing or paving shall be removed to the City's satisfaction. Any slurry seal application that has been rejected will be removed by cold planning to the original pavement. A new slurry seal application shall then be placed on the pavement. Any Pavement of slurry seal rejected shall be removed and replaced with the cost borne by the Contractor.

The Contractor shall be responsible for covering all asphalt pavement surfaces with an application of slurry seal in designated areas. This will include, but not be limited to, asphalt pavement directly adjacent to edges of structures, fences, walls, planters, walkways, driveways, lawns, and porches. The Contractor shall prevent the slurry seal from being deposited on any of these facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of slurry shall be immediately corrected to the satisfaction of the Engineer.

Upon Completion of each working day, the Contractor shall clean up the street or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

Any slurry seal repair work performed by the Contractor shall be reviewed and approved by the Engineer. The cost of any repair work and removal of the damaged slurry seal shall be borne by the Contractor.

302-4.1.4 CRACK SEAL

This work shall consist of sealing all transverse and longitudinal cracks, and/or combination thereof, routing grooves along random cracks; and placing sealing material in the grooves, and as directed by the Engineer.

302-4.1.4.1 Material

Grooves for transverse and longitudinal cracks, and/or combination thereof; shall be cut, to the dimensions as stated, with concrete saws equipped with diamond blades. Each groove shall be cut in one pass of the saw.

Grooves for sealing random cracks shall be routed by any method that will produce a groove of the approximate shape and dimension as stated.

Joint sealant shall conform to the requirements of ASTM Designation: D 3405 as modified herein or to the following:

Joint Sealant shall be a mixture of paving asphalt and ground rubber. Ground rubber shall be vulcanized or a combination of vulcanized and vulcanized materials ground so that 100 percent will pass a No. 8 sieve. The mixture shall contain not less than 22 percent ground rubber, by weight. Modifiers may be used to facilitate blending.

The sealant shall have a Ring and Ball softening point of 135 °F minimum, when tested in accordance with AASHTO Designation: T 53.

The material shall be capable of being melted and applied to cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate grooves ¼ inch wide or wider.

Section 4.2 of ASTM Designation: D3405 is modified to read:

Penetration at 77°F. (25°C), 150g, 5s, shall not exceed 120.

Section 4.5 of ASTM Designation: D3405 is modified to read:

Resilience – When tested at 77°F. (25°C), the recovery shall be a minimum of 50 percent.

Each lot of joint sealant shipped to the job site, whether as specified herein or conforming to ASTM Designation: D 3405, as modified herein, shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with storage and heating instructions and cautions.

Immediately prior to placing bond-breaker, or, in the case of random cracks, sealant, the joint, or routed crack, shall be cleaned by blast cleaning or by hand methods and then cleaned with high pressure air fets to remove all residue and foreign materials from the groove. Joint and routed crack surfaces shall be dry at the time the sealant is applied.

A bond-breaker of a shape and material recommended by the manufacturer of the sealant, or as approved by the Engineer, shall be placed in the groove of transverse or longitudinal joints, and/or combination thereof.

Joint-Sealant materials shall be heated and placed in conformance with the manufacturer's written instructions and the details shown on the plans. Joint-sealant materials shall not be placed when the pavement surface temperature is below 50°F.

The finished joint sealant shall be bonded to the faces of the joint groove. There shall be no separation or opening between the sealant and the faces of the joint groove, and there shall be no crack, separation, or other opening in the sealant.

302-4.1.4.2 Equipment

Router: Shall be so designed to follow random cracks accurately and in accordance to the requirements of the specifications and current Environmental Agency standards.

Compressor: An air compressor capable of a minimum of 85 to 150 cfm shall be used.

Asphalt-Rubber Sealant Machine: Shall have an oil jacketed pump heat transfer oil circulation system with a minimum of 200 gallons and an agitation system. There shall be

a positive pumping system on the machine. The machine shall have a minimum melting capacity of 100 gallons per hour.

302-4.1.4.3 Application

Routing: Crack seal shall be applied to all cracks equal to, or greater than 1/4" wide. Random cracks equal to or greater than 1/8" wide up to and including cracks 1/4" wide will be routed to a minimum width of 1/4" wide and 1/2" deep, and cracks greater than 1/4" wide up to and including cracks of 3/4" wide shall be routed to a minimum width of 3/4" wide and 3/4" deep by mechanical means. Cracks greater than 3/4" wide shall be blown with compressed air of not less than 100psi. Cracks less than 1/8" wide shall not be sealed under this work..

The Contractor shall protect all existing utility covers, survey monuments, traffic detector loops and pull boxes during the routing operation and shall repair or replace any damaged facilities to its original condition. The existing facilities shall include but not be limited to the above items.

Removing: All routed material, dirt, vegetation, and foreign debris shall be blown and/or removed from the cracks including alligatoring cracks prior to the end of each work day. All cracks shall be free from moisture, all dirt, routed material, vegetation and foreign debris.

Crack Filling: The routed and cleaned cracks shall be filled with specified sealant from the bottom up to the surface in such a manner which does not result in sealant bridging or entrapped air pockets. (With larger cracks, settlement and temperature shrinkage may occur, thus requiring a second application to bring the material up to surface). Immediately after material installation, the material shall be squeegeed as level as possible. Poorly squeegeed material and crack filled material that separates from the crack shall be rejected. Because of the nature of the material, there may be variance above or below the pavement level. Alligatoring crack areas shall also be entirely covered with crack seal material.

Sweeping: Following slurry seal operations, streets shall be swept with a power vacuum sweeper. The Contractor shall perform vacuum sweeping of all slurry sealed streets a minimum three (3) times: twenty-four (24) hours after application of the slurry (or the following Monday if applied on a Friday) and for period of two (2) weeks after application of slurry seal to remove all accumulations of loose material and maintain streets in a "ravel free" condition. The Contractor shall make complete (curb-to-curb) passes on all scheduled sweeps. Where commercial street sweeping vehicles cannot remove loose material, including but not limited to driveways, sidewalks, and curb ramps, hand sweeping or equal shall be performed. The frequency and location of sweeping will be on as needed basis as determined by the Engineer for no additional cost to the City.

Two weeks following the completion of slurry seal operations, the Contractor shall repair all power steering marks, rough seam lines, and any other defects as directed by the City Engineer.

Miscellaneous: Spillage resulting from hauling operation along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The Contractor shall prevent the crack seal materials from being deposited on all existing facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured crack seal materials from vehicular traffic. Any damage to the uncured crack seal materials shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of crack seal materials shall be immediately corrected of the satisfaction of the Engineer.

Upon completion of each working day, the Contractor shall clean up the streets or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

Temporary markings shall be placed and maintained until the final striping and markings are placed.

The Contractor shall be responsible for maintaining location of, and access to all waterline valves during construction.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

302-5 ASPHALT CONCRETE PAVEMENT

[Add the following within each Subsection:].

302-5.1 General

Asphalt Concrete (AC) shall conform to Section 203-6 of the Standard Specifications, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC base course shall be Type III-B2-PG-64-10 (3/4" sieve size).
- AC leveling course shall be III-D-PG-64-10 (3/8" sieve size) (up to 0.08 foot thick).

- AC surface course shall be Type III-C3-PG-64-10 (1/2" sieve size) and at least 0.16 foot thick.

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

Finished surface of the new pavement shall be flush with the edge of the gutter, if there is a bike lane or crosswalk with curb ramps (A.D.A. path of travel). The finished surface of the new pavement shall be 3/8" higher than the edge of the gutter for all other conditions.

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new A.C. material.

At least 24 hours of "cool off" time shall occur between A.C. lifts.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise noted below, there are no special equipment requirements, the contractor shall comply with all provisions of the latest edition of the Standard Specifications for Public Works Construction.

302-5.2 Not Used

[Replace with the following:].

302-5.2 Asphalt Removal and Replacement

The Contractor shall remove the existing AC pavement section down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required.

Sub-grade preparation shall conform to Section 301-1 of the Standard Specifications.

The Contractor shall replace and compact the aggregate base section to the required elevation as specified on the Plans. The aggregate base material shall be $\frac{3}{4}$ " CMB and conform to Section 200-2.4 "Crushed Miscellaneous Base" of the Standard Specifications.

The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the join between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

All excavated material shall be hauled and disposed of by the Contractor in accordance with these Special Provision and Standard Specifications.

The Contractor can elect to bring the entire AC Base Course to the existing finished grade prior to cold milling operations.

302-5.4 Tack Coat

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-5.5.1 Surface Preparation

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

Asphalt concrete shall be compacted to achieve at least 95 percent of the relative compaction.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

302-5.6 Rolling

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Subgrade preparation shall conform to Section 301-1 of the Greenbook, and shall be included in the unit price bid for "Asphalt Concrete."

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or an approved equal device for use in obtaining constant cross-slope and maximum joint quality.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

Asphalt Rubberized Hot Mix (ARHM) shall conform to Section 203-11 of the Standard Specifications and as modified herein.

- The Asphalt Rubber Hot Mix Surface Course shall be Gap-Graded ARHM-GG-C-PG 64-16 (1/2" sieve size) and at least 0.15 foot thick

Finished surface of the new pavement shall be flush with the edge of the gutter for entire project area.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new AC material.

The Contractor is not allowed to drive his/her fully loaded trucks on the new ARHM mat.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise specified herein, there are no special equipment requirements to perform the work and the contractor shall comply with all equipment specifications of the Standard Specifications.

302-9.2 Tack Coat

[Add the following:].

Prior to placing the ARHM surface course, all receiving surfaces shall be cleaned by blowing air, water and/or broom. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

302-9.3 Distribution and Spreading

[Add the following:].

At least 24 hours of “cool off” time shall occur between A.C. lifts.

All temporary striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching.

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

302-9.6 Manholes (and Other Structures)

[Add the following:].

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work and comply with these Special Provisions.

The Contractor shall measure the bridge height clearance at the SR 73 north and south bridges after placement of the AC leveling course at the specified roadway location to confirm that the min. 15'-0' clearance will be achieved after placement of final surface course. Contractor to measure the final height from same location to confirm min. 15'-0" clearance after final placement and compaction of surface course. If the measurement reduces the min. 15'-0" clearance, the Contractor shall be required to grind and re-pave the non-conforming area until compliance has been achieved and accepted by the ENGINEER.

The Contractor is directed to Section 403 within these Special Provisions with respect to raising, adjusting or reconstructing utilities to grade.

302-5.6 Rolling

302-5.6.1 General

[Add the following:].

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Pneumatic rollers **shall not be used** without prior approval of the ENGINEER.

302-9.5 Joints

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

302-9.8 Measurement

[Replace the first Sentence with the following:].

ARHM shall be measured by the TON

302-9.9 Payment

[Replace the first paragraph with the following:].

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Replace the entire Subsection with the following:].

Concrete curbs, walks, gutters, spandrels, cross gutters, alley intersections, access ramps, and driveways shall be constructed of Portland cement concrete and comply with Section 201-1 of the Standard Specifications. The following class of concrete shall be used per each type of improvement:

- Curb and Gutter, Spandrels, Cross Gutters, Alley Intersections, and Driveways – **560-C-3250.**
- Sidewalks and Access Ramps – **520-C-2500**

The following AC type and Crushed Miscellaneous Base (CMB) shall be used with respect to each type of improvement:

- Asphalt Concrete Base Course shall conform to Section 302-5 of these Special Provisions.
- Crushed Miscellaneous Base (CMB) shall be $\frac{3}{4}$ " fine and comply with Section 200-2.4 of the Standard Specifications.
- AC Sidewalk – Surface Course (Type III-C3-PG64-10 ($\frac{1}{2}$ " sieve size)) in conformance with Section 203-6 of the Standard Specifications.

Curing compound shall be applied in accordance with the provisions of the GREENBOOK.

CITY Standard Drawings

The following CITY Standard Drawings shall apply or per the direction of the ENGINEER:

- Curb and Gutter shall conform to Nos. 312 and 314.

- Concrete Sidewalk shall conform to Nos. 411, 412, and 413, (and 414 where necessary). 4" Min PCC/4" CMB.
- Driveways shall conform to Nos. 313, 513, and 514.
- Cross-gutters shall conform to No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans.

Caltrans Standard Plans

The following Caltrans Standard Plans shall apply:

- Americans with Disabilities Act (ADA) Access Ramps - Construction shall conform to Caltrans Standard Drawing No. A88A adjusted to meet the latest ADA regulations and requirements. The width of the wheel chair access ramp "W" shall be a minimum of five (5') foot wide.

303-5.1.1 a) ADA Access Ramps

The Contractor shall inspect the location of the Access Ramps to be re-constructed prior to beginning the work to determine the appropriate Caltrans Standard Plan Ramp Case to be constructed. If the work entails removing and replacement of existing concrete sidewalk outside the ramp work limit area as identified in these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

The Contractor shall construct all necessary variable height-retaining curb at the back of the curb ramp as well as other retaining curb, if required, pursuant to the appropriate Caltrans Standard Plan ADA Ramp Case as determined by the Contractor and accepted by the ENGINEER. The Contractor shall relocate all street signs effected by the ramp construction to a condition equal to or better than existing.

The detectable warning surface shall be Armor-Tile replaceable truncated domes or approved equal. Contractor shall submit a sample of the detectable warning surface to the ENGINEER for approval, prior to the start of construction. The color shall be **yellow**. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the ENGINEER.

The Contractor shall ensure safe passage by pedestrians during the ADA ramp construction and afford one safe crossing of the street at all times. The Contractor shall set-up all required signage and barricades within the work zone to provide safe pedestrian passage.

AC Tie-in

The Contractor shall saw cut, remove, and reconstruct a minimum of a two (2) foot width (slot patch) of adjoining structural section of the pavement to the limits of the ADA Ramp construction (BCR joint to ECR joint). The AC structural section to be replaced shall be 8" AC Base Course/8" CMB or 12" full depth AC Base Course with compaction as required by the Standard Specifications.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete ramp, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

Curb and Gutter

The Contractor shall sawcut and remove existing curb and gutter, and construct either Type "C-6" curb and gutter or "C-8" curb and gutter pursuant to the existing curb and gutter condition conforming to the CITY Standard Drawing No. 312, rolled curb and gutter and/or modified curb and gutter at locations marked in the field by the ENGINEER or as designed on the Plans.

SPECIAL NOTE: In order to comply with ADA requirements cross slope of gutter plate and AC at wheelchair ramp locations shall not exceed 5% grade in the gutter pan.

SPECIAL NOTE: Curing compound shall be applied in accordance with the provisions of the GREENBOOK.

Removal of the Concrete Curb and Gutter and AC shall conform to Section 401 "Removal" of the Standard Specifications.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed, as part of the access ramp construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions and Standard Specifications at no additional cost to the CITY.

Other Existing Facilities and Obstructions

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations at no additional cost to the CITY.

The Contractor shall locate and protect the traffic signal home-run within the slot patch and ramp area and coordinate with the City with respect to the signal loop replacement work as shown on the plans or as required. If the Contractor damages the existing signal loop conductor/conduit or other wiring to the signal pull box, all damage to said existing improvements shall be repaired/replaced to an in-kind condition pursuant to the required specifications and the system shall be restored for full operation at no cost to the City.

The Contractor shall mark, protect, adjust, and re-set all utility boxes/vaults within the reconstructed area. Additionally, the Contractor shall replace any existing marked, labeled or stamped concrete on the face of curb of existing utilities, which include, but not limited, to water, sewer, gas, etc.

303-5.1.1 b) Curb and Gutter

Per CITY Standards, weakened plane joints are required every ten feet (10') and felt paper every forty feet (40'). Transitional curb and gutter shall be ten feet (10') from one type to the other. No construction joints will be permitted.

303-5.1.1 c) Concrete Sidewalk

The Contractor shall reconstruct existing concrete sidewalk and/or construct new concrete sidewalk around obstructions, install new concrete sidewalk, reconstruct or construct new ADA wheelchair ramps including monolithic curb, meandering sidewalk, retaining curb at back of the sidewalk, and other miscellaneous concrete construction conforming to these Special Provisions and as shown on the Plans. The Contractor may be directed to reconstruct concrete walkways within private properties in order to join new improvements. Prior to initiating the work outside the City rights-of-way, the City will obtain the necessary right of access documents from the private property owner.

If there is an asphalt concrete adjoining sidewalk to be reconstructed to tie into the new concrete sidewalk, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 4" AC Surface Course/4" CMB.

The Contractor shall inspect the location of the concrete sidewalk work area to be reconstructed prior to beginning the work. If the work entails removing and replacement of existing concrete sidewalk outside the work limit area as depicted within these Specifications or as shown on the Plans, he/she shall notify the ENGINEER prior to initiating the work.

Existing Landscape Areas

All existing landscaping/irrigation/backfill removed as part of the concrete walkway construction shall be replaced in-kind and made a part of the work in conformance with these Special Provisions, Standard Specifications, and as directed by the ENGINEER at no additional cost to the CITY.

The Contractor shall place new sod or seed and top soil to match the existing grass species in the areas adjoining the newly constructed concrete improvements that were disturbed by his/her operations. The Contractor may be directed by the ENGINEER to sod or seed other areas as necessary in conformance with these Specifications.

Top Soil shall be Modified Class "A" Topsoil and shall consist of 80% content of Class "A" Topsoil per the Standard Specifications and 20% content of processed wood product of type "I" organic soil amendment per the Standard Specifications.

The Contractor shall protect all existing improvements within the work area not designated to be removed in-place and intact and shall replace any existing improvements damaged by his/her operations. Any damage beyond the construction limit shall be repaired at the Contractor's expense per Section 400-1 of the Standard Specifications.

The Contractor shall protect and support existing irrigation lines and sprinkler heads in place and intact. The Contractor shall adjust the heads to the proper level upon completion of the new sidewalk replacement.

The Contractor shall furnish and install all new pipe sizes to match existing, but no less than ½" schedule 40, PVC pipe, to tie into existing pipes. New sprinkler heads shall be equal to or better than existing inclusive of all appurtenances. All work shall conform to the applicable sections of the Standard Specifications and as directed by the ENGINEER. The Contractor may salvage and reuse sprinkler heads that are still in reusable and functional condition for use at locations from which they were removed.

The Contractor shall cut interfering portions of existing irrigation lines and cap all ends for future reconnection at the time that the work is started at each location. All repair and replacement of the irrigation system shall be done within five (5) days or sooner after disconnection. During disconnection period of existing irrigation systems, the Contractor shall maintain the existing grass, trees, shrubs, and other existing landscape in a live condition with a temporary irrigation system and/or shall water the landscaped areas by hand. Homeowner's water supply shall not be used without written consent from each homeowner.

The Contractor shall modify, relocate or replace and/or extend all encountered irrigation lines or sprinkler heads so as to give full coverage to landscape area.

The Contractor may be directed to extend the existing sprinkler system or place a P.V.C. sleeve under the new sidewalk improvements into the landscaped area between the curb and sidewalk and other locations as necessary as determined in the field by the ENGINEER.

Prior to accepting work, the Contractor must turn the system on, and it must work properly in the presence of and to the satisfaction of the Engineer and property owner. The Contractor shall replace any damaged and dead grass or landscaping beyond construction limits resulting from Contractor's operation or insufficient water supplies at no cost to the CITY.

Other Existing Facilities and Obstructions

Contractor shall adjust to grade existing water meter boxes (WM) to the new grade of the sidewalk. The water meter and water line shall be protected in place. Broken water meter boxes shall be removed and replaced by the Contractor, contact Mesa Water District to obtain and pickup new WM box. WM box shall be furnished to the Contractor at no cost.

The Contractor shall protect in-place the existing mail boxes or relocate them if they do not meet U.S. Post Office standards (see the Standard Plans section, if applicable). The

Contractor shall provide a new post in case the existing one cannot be saved as determined by the ENGINEER in the field. The Contractor shall relocate the existing mailboxes which conflict with construction of the sidewalk or pedestrian path of travel with prior approval of the U.S. Post Office Post Master and the ENGINEER.

The Contractor shall relocate any street signs, which interfere, or conflict with construction of the sidewalk. A minimum 4-foot wide path of travel shall be required.

Sidewalk obstruction flare construction shall be per City Standard Drawing No. 413 or as shown on the Plans or as depicted within these Specifications.

At certain addresses, the Contractor will be directed to remove concrete and/or other improvements in the right-of-way. Upon the completion of the removal of existing concrete improvements within the parkway, including the underlying aggregate base for which no replacement is required, the Contractor shall backfill the void with Modified Class "A" Topsoil for placing new sod or seed as directed in those respective bid items.

303-5.1.1 d) Concrete Cross-Gutter

Contractor shall sawcut and remove existing improvements and reconstruct cross-gutter conforming to City of Costa Mesa Standard Drawing No. 415 or per Standard Plan No. 122-2 or 123-2 in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans, and applicable sections of the Standard Specifications, as directed by the ENGINEER.

Eight (8) inches of Crushed Miscellaneous Base (CMB) shall be required under all new cross gutters.

Concrete shall be class 560-C-3250. (High early strength concrete mix)

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The "Greenbook," and as directed by the Engineer. The sieve size shall be $\frac{3}{4}$ " (fine).

New improvements shall be constructed to grades as indicated on the plans to provide a proper flow line with the existing improvements as indicated on the plans.

All cross gutters and spandrel work shall be done in phases in order to provide one travel lane in each direction at all times. Contractor shall provide steel plates to bridge excavations for vehicles at no cost to the City in order to provide vehicle access.

303-5.1.1 e) Concrete Driveway Approach

Contractor shall sawcut and remove existing improvements and construct P.C.C. Driveway Approach per City of Costa Mesa Standard Drawing Nos. 313, 513, and 514 and also to Standard Plan No. 110-2, Type "B" in the "Standard Plans for Public Works Construction," also known as the A.P.W.A. Standard Plans. All work shall conform to the

applicable portions of Section 303-5 of the Standard Specifications. Six (6) inches of Crushed Miscellaneous Base (CMB) shall be required under all new driveways.

The Contractor shall adjust all existing utility boxes and conduit, or water meter boxes within the new driveway approach, to its new finished grade, and the adjustment shall be included in the bid price per square foot of Residential Driveway or Commercial Driveway. Removals and/or relocations necessary for driveway construction are to be paid as part of this bid item, except where a separate bid item exists for a stated removal or relocation item of work.

Concrete shall be class 560-C-3250.

Crushed Miscellaneous base material and construction shall conform to Subsections 200 and 301 of the The "Greenbook," and as directed by the ENGINEER. The sieve size shall be $\frac{3}{4}$ " (fine).

If there is existing asphalt concrete adjoining into the new concrete driveway approach, a one-foot (1') adjoining pavement section shall be removed and replaced with a structural section of 6" AC Surface Course/6" CMB.

Asphalt concrete for slot paving shall be $\frac{3}{4}$ " for base course and $\frac{1}{2}$ " for surface course, which is covered in Section 400-4 of Standard Specifications (latest edition).

Soils and aggregate tests shall conform to State of California test methods which may be substituted for designated ASTM test methods as noted herein. Laboratory maximum density tests shall be per Method 2 of Subsection 211-2.1. The correction for oversize materials as stated in Test Method No. California 216 shall be replaced with Note 2 of ASTM D1557.

New improvements shall be constructed to grades as indicated on the plans to match existing improvements and field condition with proper grade to form a safe and smooth riding surface.

Contractor shall provide steel plates to bridge excavations for vehicles at no cost to the City in order to provide access to driveways if requested by the resident.

PART 4

EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

400-1.1 Removal and Restoration of Existing Improvements

Contractor shall remove and restore all existing improvements including but not limited to, removing and installing mailboxes, fences, walls, driveways, bricks, pavers, relocation of existing drain pipe, removing tree roots and restoring planters, sprinklers, and landscaping and irrigation system.

Contractor shall restore or replace to a condition equal to or better than existing condition. All replacement and restoration work shall be coordinated with the City and completed to satisfaction of the City.

400-2 PERMANENT SURVEY MARKERS

[Replace with the following:].

Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer licensed to practice surveying, inventory all existing survey monuments and ties and establish sufficient temporary ties and bench marks to enable the points to be reset after completion of construction by the Contractor's Surveyor or Civil Engineer licensed to practice surveying. A copy of this inventory shall be submitted to the Engineer.

Submitted documents shall include field notes and sketches which must contain existing information of centerline control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map No. ____, or Tract Map No. ____, and other related information; they must be sealed and signed by the civil engineer or land surveyor registered by the State of California. The monument resetting work shall comply with the Subdivision Map Act, Orange County, California State requirements, and applicable CITY Codes.

[Add the following Subsection:].

400-2.1 CITY Standard Drawings

- Standard Drawing No. 613 or 615.

Any ties, monuments and benchmarks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and its sureties shall be liable, at Contractor's expense, for any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

400-2.2 Survey Monuments

Reset tie monument shall have at least four (4) control points.

The Contractor shall obtain prior approval from the ENGINEER before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to reset ties and monuments and fails to set new centerline ties, the CITY will hire private professional engineers or land surveyors to perform the work and will deduct such cost from the contract. The deduction shall include the cost of the CITY personnel time involved.

The Contractor must submit a corner record for each monument to the County of Orange for approval. The Contractor shall submit all approved monuments to the CITY before final payment.

The Contractor shall also submit to the CITY field notes and sketches for all existing control ties and monuments to be protected in place. These documents must be signed and sealed by either the Professional Licensed Land Surveyor or Civil Engineer registered in California.

400-3 PAYMENT

[Replace the last sentence with the following:].

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the Contractor shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

402-2.1 Payment

Payment for utility protection by the Contractor shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the Contractor, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: yk3921@att.com	Cost Mesa Sanitary District Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov
Mesa Water District Phil Lauri 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour Emergency) Email: phill@mesawater.org	Costa Mesa Sanitation District Marc Esquer, District Engineer (o) (949) 645-8400 x241 (c) 949-473-2522 Email: mesquer@cmsdca.gov

Mesa Water District Mark Pelka 1965 Placentia Ave. Costa Mesa, CA 92627 (o) (949) 207-5451 Email: phill@mesawater.org	Costa Mesa Sanitation District Nabila Guzman, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov
Irvine Regional Water District Brianna Palecek 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949- 453-5811 Email: Palecek@irwd.com <i>*utility requests</i>	Orange County Water District (OCWD) Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour Emergency) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com
Irvine Regional Water District Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com	Orange County Sanitation District (OCSD) Daniel Lee P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour Emergency) Email: Dlee@ocsd.com
CA Regional Water Quality – Santa Ana Region Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov	Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mw2o.com	SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Melissa Choi P.O. Box 54153 Los Angeles, CA 90054 (o) (213) 217-7516 Email: mchoi@mw2o.com	SCE (Service Planner – Orange Coast S/C) Stephen Lee 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-397-4706 Email: Stephen.M.Lee@sce.com
Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com	Southern California Gas Co. Alfredo Gutierrez (o) 213-231-7515 (o) 714-385-3386 Email: rlcandineng@semprautilities.com

Charter Communications Utility Research Requests E-mail: DL-SOCAL-CHARTER-ENGINEERING@CHARTER.COM	Charter Communications Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com
Spectrum Time Warner Cable Jose Roman 12051 Industry St. Garden Grove, CA 92841 (o) 714-591-4846 (c) 657-263-3641 Email: jose.roman@charter.com	Verizon Communications Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com
OCTA – Stops & Zones Kyle Poff 550 S. Main St. Orange, CA 92863 (o) 714-560-5833 Email: kpoff@octa.net OCTA (Detour Coordination) Dispatch: 714-265-4330	Verizon Communications Switchboard (o) 703-547-2000
Newport-Mesa Unified School District Steve Morris (o) (714) 679-9891 (f) (714) 424-7503 Email: smorris@nmusd.us	DIGALERT.ORG (24-HR) 811 2 days before digging.

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

[Replace the Section Title with the following:].

SECTION 403 – MANHOLE AND VALVE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

[Replace with the following:].

Contractor shall adjust existing manholes and water valves to grade conforming to all applicable sections of the latest edition of the Standard Specifications, Mesa Water District (MWD) Standards, and to the provisions of the City of Costa Mesa Standard Plans.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the ENGINEER, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the CITY for utility cuts in pavement.

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

[Replace entire Subsection with the following:].

403-3 MANHOLES AND VALVES IN ASPHALT CONCRETE PAVEMENT

[Replace with the following:].

403-3.1 Storm Drain and Sanitary Sewer Manholes

All Storm Drain (SD) and Sanitary Sewer (SS) Manholes are to be protected from debris prior to construction and shall be thoroughly cleaned of any construction debris, which may have entered the manhole due to the Contractor's operations.

Work shall include the removal or furnishing of grade rings as necessary to adjust the manhole to grade.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be $\frac{1}{4}$ inches below the finish grade of the asphalt pavement. The asphalt pavement material shall conform to the surrounding pavement and AC pavement requirements of these Special Provisions.

Existing SD and SS manholes shall be adjusted to new pavement grade **48 hours** after paving operation.

The Concrete for the SD and SS manholes shall be **560-C-3250**.

Contractor shall notify the Costa Mesa Public Services Department for coordination of SD manhole adjustments and Costa Mesa Sanitary District (CMSD) or Orange County Sanitation District (OCSD) for coordination of SS manhole adjustments at least two working days prior to beginning work.

403-3.1 Water Valves

Water valves shall be protected in place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the contractor prior to the placement of the pavement. The contractor shall furnish new valve cans if existing cans are damaged during operation. Existing covers shall be adjusted to new pavement grade **48 hours** after paving operation.

Contractor shall notify the respective water district at least 2 working days prior to beginning work. All work adjusting water valve cans and covers to grade shall be inspected and approved by MWD.

Valve boxes shall be checked with a valve key for proper operation.

The Concrete for the valve covers and collars shall be **560-C-3250**.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations. The Contractor may salvage and utilize all existing caps or sleeves, but shall be required to furnish all sleeve extensions. Any lost caps or sleeves shall be replaced by the Contractor at his cost.

All existing broken water sleeves shall be removed and replaced by the Contractor who shall contact the respective utility to pick up new sleeves for replacement.

SECTION 404 – COLD MILLING

404-1 GENERAL

[Add the following:].

Cold milling of existing asphalt is required to remove damaged pavement and to permit new asphalt pavements to adhere to the existing surface and shall be performed per Plans and in accordance with Section 404, “Cold Milling” of the Standard Specifications, and as modified herein.

The existing asphalt concrete pavement shall be cold milled from the finished surface to a depth of two **(2)** inches from edge of gutter to edge of gutter. The final depth, width, length and shape of the cut shall be 2” below the lip of gutter as indicated on the Plans. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the ENGINEER. Except as otherwise called for on the Plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the ENGINEER.

The existing asphalt concrete pavement shall be header cut at a depth of (2) inches below the existing pavement, ranging from the edge of gutter to (7) foot wide, along both sides of the street. The limits will be marked in the field by the Engineer. The work shall comply with Section 302-5 of the latest edition of the Standard Specifications for Public Works Construction.

Burning or heat planning will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

The cold milled material shall be the responsibility of the Contractor to remove and dispose of from the Project limits in accordance with all laws and regulations.

404-1.1 Crack Sealing

Upon completion of the required cold mill depth, the Contractor shall inspect, sweep, and seal all cracks equal to or greater than ¼” wide and equal to or greater than 1” deep as follows:

Clean entire crack to a depth of up to 1” using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the manufactures specifications. The crack sealant placed shall be slightly below the cold milled pavement surface to avoid over-application and wicking through the new AC surface during compaction of the AC Base and Surface Course lifts. Deep cracks greater than 1” should be filled with sand and covered with a thin layer of sealant.

The sealant product shall conform to the following specifications:

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes greater than 4" in diameter that exceed the cold mill depth specified shall be cleaned of loose materials, filled with Asphalt Concrete Type III-B2-PG-64-10 (3/4" sieve size), and compacted to a smooth even surface with the adjacent existing milled pavement prior to placement of the AC Base or Leveling Course.

404-1.2 Existing Facilities

Survey Monuments

Surveyor's street and property line monuments, not scheduled for removal shall be protected in accordance with the Standard Specifications and these Special Provisions.

Utilities

The CITY has made every reasonable effort to locate and mark on the Plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so, therefore, Contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Curb and Gutter

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense.

404-8 DISPOSAL OF MILLINGS

[Add the following:].

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

404-10 PAVEMENT TRANSITIONS

[Add the following:].

Where required, temporary asphalt concrete ramps shall be installed to meet all current ADA accessibility requirements. Additionally, temporary asphalt concrete shall be placed at all cross-street transition sections, and driveways, as required for grade change conformance tapers.

**TRAFFIC SIGNAL MODIFICATION
AT
BAKER STREET AND BABB STREET**

TECHNICAL SPECIAL PROVISIONS AND BID ITEMS

Work, material and equipment shall comply with the current edition of Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified. Traffic signal and signing and striping work, material and equipment shall comply with the 2023 Caltrans Standard Specifications and any applicable errata (or Revised Standard Plans). If a conflict exists between these Special Provisions and either set of Standard Specifications, these Special Provisions shall take precedence.

In compliance with the NOTICE INVITING BIDS FOR THE **TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET (CITY PROJECT NO. 24-02)**, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. If awarded the contract, the undersigned agrees to commence the work under the contract. The undersigned agrees to commence all preparatory work such as potholing, submittals, ordering long-lead materials, etc. within ten (10) business days after Notice to Proceed for Construction and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER NOTICE TO PROCEED FOR CONSTRUCTION, AND COMPLETE SAID WORK WITHIN THIRTY (30) WORKING DAYS** from the first day of commencement of such work unless a legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefore, in the manner and time herein prescribed.

PROJECT DESCRIPTION

The Project consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to new traffic signal poles, vehicle heads, pull boxes, traffic signal conduit, sidewalk and curb ramp restoration and construction, loop detection, and relocation of existing traffic signal equipment.

Bid Item #1: Mobilization and Demobilization

See page SP-2 of these Special Provisions regarding Mobilization and Demobilization.

Bid Item #2: Additional Work Items (i.e., Unforeseen Items and / or Work Requested by the Engineer)

See page SP-4 of these Special Provisions regarding Mobilization and Demobilization.

Bid Item #3: Implement Traffic Control, including all Equipment, Material, Labor, and Set Up (includes Removal at the End of the Project)

The contractor shall schedule the work to comply with the lane closure hours allowed herein.

Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 7:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane may be allowed between the hours of 10:00 pm and 6:00 am during weekdays, or on weekends, as approved by the Transportation Services Department. The contractor shall make sure that at least one travel lane is kept open in each direction at all times.

No lane closures will be allowed during the annual Orange County Fair annual July event extending from the Thursday before to the Monday after the fair event. No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day.

The minimum lane width shall be ten (10) feet. There shall be a minimum of five (5) feet clearance from open excavation and two (2) feet clearance from other obstructions.

PEDESTRIAN ACCESS

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided thru construction area within the right-of-way at all times. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

TRAFFIC CONTROL GENERAL

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. In addition to the above and in compliance with Section 7-10, the Contractor shall:

- a. Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
- b. Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
- c. Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
- d. Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide verification to the Engineer that this has been accomplished.
- e. Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
- f. Furnish, install and maintain in-place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least (2) working days prior to commencement of roadwork. On the sign, the Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs, with all requirements as specified, at least 48 hours prior to beginning weekend or holiday.
- g. Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.
- h. Provide any temporary delineation, as required, in accordance with the CA-MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.
- i. Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
- j. The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas. If K-Rails are provided, then the minimum distance between the traveling lane and the rails shall be 2 feet.
- k. All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
- l. The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
- m. C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.

- n. The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish the Engineer with names and telephone numbers of at least three people responsible for emergency service response. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4-hour minimum will be charged to the Contractor. Any deviation from these requirements is not permitted. No payment will be made to the Contractor until problems are corrected to the satisfaction of the Engineer.

Payment

Payment for the preceding shall be at the lump sum price bid for Traffic Control and shall be considered full compensation for preparing all necessary traffic control plans, providing all labor, materials, equipment including arrow boards, police services, barricades, safe pedestrian access provisions and related work as required. Additional compensation shall not be allowed.

Bid Item #4: Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City's Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans (2023), and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

4 SCOPE OF WORK

4-1.03 Work Description

[Add the following:].

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations. Work, materials and equipment shall conform to the provisions in Division X, "Electrical Work", of the Caltrans Standard Specifications dated 2023, and these Special Provisions.

6 CONTROL OF MATERIALS

6-2 Quality Assurance

6-2.03 Department Acceptance

6-2.03B Job Site Inspection and Testing

[Add the following:].

It shall be the Contractor's responsibility to arrange the furnishing, testing, pick-up, and delivery of all items to the project site. Any costs involved to test, deliver and install equipment shall be borne by the Contractor and be considered as included in the lump sum price and no additional compensation shall be allowed.

Following notification, the Contractor must complete a satisfactory "turn-on" within a reasonable time of the day and hour specified in the notification. When a turn-on is not completed, as specified above, it shall be canceled and rescheduled with the Engineer. The turn-on shall not be made on Friday or the day preceding a legal holiday. The Engineer shall be notified at least 48 hours prior to the intended turn-on and shall authorize the "turn-on" day and hour.

The installation resistance shall not be less than 100 megohms on all circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

The signal monitoring unit shall be tested in the field before "turn-on". Five days of continuous satisfactory operation as called for in Section 87-1.01D, "Quality Assurance," of the Standard Specifications shall be provided.

8 PROSECUTION AND PROGRESS

8-1.02 Schedule

8-1.02A General

[Add the following:].

The Contractor shall initiate procurement of traffic signal equipment immediately upon contract authorization and begin assessment of utility locations. The Engineer shall approve the scheduling and sequence of all construction work prior to performing the construction activity. The Contractor shall contact each utility company to coordinate and schedule work and provide written correspondence to the Engineer.

The Contractor shall verify all existing facilities and notify the Engineer of any conflicts found during pre-construction inspection prior to commencement of any work. During the course of construction, no additional compensation will be provided for the correction of the differences between the plans and in the field.

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

Excavation, conduit installation, pull boxes and foundations should be coordinated in a most expedient manner to minimize the disruption and inconvenience of an extended construction schedule. Construction once started shall be pursued daily through project completion.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall provide supervisory personnel to keep the construction site in a safe, neat and orderly condition at all times. No Materials or equipment shall be stored at the job sites unless approval is issued by the Engineer.

The Contractor shall have on the work site at all times as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the drawings, specifications, and other related documents.

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

56-3 Standards, Poles, Pedestals, And Posts

56-3.01C(2) Foundations

56-3.01C(2)(a) General

[Add the following:].

Portland Cement Concrete (PCC) shall conform to Section 90-2, "Minor Concrete" of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and

cages shall be furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

Existing pole foundations shall be completely removed. All material removed for pole foundations shall become the property of the Contractor and disposed of outside the work site by and at the expense of the Contractor on the same day of excavation. Contractor shall define the exact location and depth of all utilities in the vicinity of proposed foundations.

After all utility locations are exactly established, the Contractor shall contact Engineer for authorization of specific pole foundation location.

56-3.02 Steel Standards, Poles, Pedestals, and Posts

56-3.02A General

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the Engineer. Sign mounting hardware shall be Detail "U" of the Standard Plans ES-7N.

The Contractor shall coordinate the delivery and erection of poles to occur on the same day. No materials or equipment shall be stored at the job site unless authorized by the Engineer. The job site shall be maintained in a neat and orderly condition and safe pedestrian pathways provided at all times along all sidewalks, without exception. The installation of signal poles shall meet CAL/OSHA Electrical Safety Order and the Public Utilities Commission General Order No. 95, Rules for Overhead Electric Line Construction.

ADA Truncated Domes (Yellow)

Contractor shall install Federal Yellow Detectable Warning Surface (Truncated Domes) on ramps per current Caltrans Standard Drawing No. RSP A88A, per Federal ADA and manufacturers requirements, as directed by the Engineer. Truncated domes shall be ArmorTile or approved equal. Contractor shall submit a sample of the detectable warning surface to the Engineer for approval, prior to the start of construction. The color shall be federal yellow or approved equal. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, or as directed by the Engineer.

Payment

Payment for the proceeding shall be included in the per the Lump Sum bid fee for "Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the

City's Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans" and additional compensation shall not be allowed. Concrete specifications are shown in Section 303 (Page SP-22) of these Special Provisions. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications. The lump sum price shall include the truncated domes detectable warning surface.

86 GENERAL (DIVISION X ELECTRICAL WORK)

86-1.02 Materials

86-1.02B Conduit and Accessories

86-1.02B(1) General

[Add the following:].

Conduit shall be High Density Polyethylene (HDPE) Type IPS SDR9, or Schedule 40 PVC, unless otherwise approved by the Engineer. HDPE shall be used for underground boring of conduit or for underground fiber optic cables and shall comply with ASTM F2160. The contractor shall have the proper HDPE spooling equipment to install conduit without crimping or damage. HDPE conduit shall not be spliced. A bonding wire shall be furnished with all HDPE conduit. All conduit sweeps shall meet Caltrans standards for future fiber optic cable installations.

Pull tape shall be furnished and installed in each new conduit run. Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Tracer wire shall be furnished and installed in each conduit run and shall be a minimum No. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE.

86-1.02C Pull Boxes

86-1.02C(1) General

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. **New pull boxes shall be Christy N-series and lids shall be lightweight fiber material, "Fiberlyte". Pull box lids for fiber optic pull boxes shall be bolt-down anti-vandal type. Contractor to furnish tool for unlocking and removing pull box covers.**

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the Engineer. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the Engineer. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes, "TRAFFIC FIBER" for traffic signal fiber optic communication pull boxes, and "LIGHTING" for lighting pull boxes, **Pullboxes containing fiber optic cables shall be provided with vandal resistant locking mechanisms as specified in the State Standard Plans and shall be gray in color. Contractor shall submit to the City equipment necessary to unlock and access pull boxes. Contractor to send submittal for City review and approval prior to ordering.**

A pull box cover must have a marking on the top that is:

1. Clearly defined
2. Uniform in depth
3. Parallel to the longer side
4. From 1 to 3 inches in height

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

86-1.02C(2) Nontraffic Pull Boxes

[Add the following:].

The nontraffic pull box shall be a type N series pull box and the pull box lid shall be Fiberlyte material. Pull boxes and covers shall be gray.

86-1.02F Conductors and Cables

86-1.02F(1) General

[Add the following:].

Only the splicing of loop detector cable shall be permitted. All other conductors including interconnect cable shall be continuous without splicing between terminal points, without exception. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors. Splices shall be insulated by "Method B."

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.

Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

86-1.02F(1)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors

[Add the following:].

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal Standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. The grounding jumper shall be visible after the PCC cap has been poured on foundation.

86-1.02K Luminaires

86-1.02K(1) General

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. LED Luminaires shall be City Furnished Leotek GCL G-series "legacy" or GCM J-Series luminaire heads, model number GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC or City approved equal. ~~The luminaire heads shall be 250W HPS equivalent or greater.~~

86-1.02P Enclosures

86-1.02P(2) Service Equipment Enclosures

[Add the following:].

The contractor shall protect-in-place the existing Type II-B service cabinet on the existing traffic signal cabinet.

86-1.02Q Cabinets

86-1.02Q(3) Controller Cabinets

[Replace the entire section with the following:].

The contractor shall protect-in-place the existing Type P-44 cabinet assembly. The contractor shall furnish and install five (5) new load switches and rewire cabinet for intended phasing modifications.

Contractor shall furnish and install all miscellaneous items as necessary to produce a fully- operational system in accordance with the plans, these technical provisions, Caltrans Standard Plans and Standard Specifications.

86-1.02R Signal Heads

[Add the following:]

Vehicle head mountings shall be configured as directed by the Engineer prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads, backplates, and mountings shall be black.

All signal heads shall have backplates.

86-1.02R(4) Signal Faces

[Add the following:].

All new circular signal indications shall be 12" GE VLA Model LED Signal Modules with an incandescent look and arrow indications shall be 12" GE GTX City VLA Model with an incandescent look. All indications shall be clear and not tinted. A five-year warrantee shall be provided on all LED lenses furnished by the manufacturer. A Certificate of Compliance from the manufacturer shall be submitted to the Engineer, and a copy of the LED purchase order, product specification, certificate of compliance and warrantee. If programmed visibility (PV) signal heads are used, they shall be LED.

86-1.02T Accessible Pedestrian Signals

[Add the following:].

The Contractor shall furnish and install a Polara iNS iNavigator 2-wire push button APS system or approved equal. The APS system shall include Polara Push Button Stations, Central Control Unit (iCCU-S2) and Interconnect Board (iN2-ICB) and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans and these specifications. The APS shall have vibrotactile feedback and arrow style push button per latest requirements outlined in the final rule of the Public Rights of Way Accessibility Guidelines (PROWAG).

All Pedestrian Push Buttons (PPB) that do not meet a minimum of a 10' physical separation from any other PPB must be programmed with a speech walk message in compliance with PROWAG.

The contractor shall coordinate with the manufacturer and submit to the City specification sheets for the programming of the audible feedback messaging for each pedestrian crossing for City approval.

For APS push buttons, the push button sign shall be an R10-3e (9"x15") sign with back plate attachment. The push button shall be yellow and installed 42" high from the center of the button to the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall submit the PPB manufacture's specifications and warranty to the Engineer.

86-1.02U Push Button Assemblies

[Replace entire section with the following:].

Per the Public Rights of Way Accessibility Guidelines (PROWAG), all push button assemblies shall be APS systems. Please refer to Section 86-1.02T.

87 ELECTRICAL SYSTEMS**87-1 General****87-1.03 Construction****87-1.03B Conduit Installation****87-1.03B(1) General**

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Rock wheeling shall be allowed only if authorized in writing by the Engineer. The Engineer prior to work shall approve the method of rock wheeling. Conduit installation under pavement, curb/gutter areas shall be by boring method approved by the Engineer.

No open cutting shall be permitted for streets in City moratorium areas, unless City Standard roadway repair moratorium compliance measures are implemented. Any work in designated moratorium areas will include AC pavement mill and overlay work extending 50' beyond the damaged area, within each affected travel lane.

Excessive use of water, such that pavement might be undermined, or subgrade softened shall not be permitted. Conduits to be drilled or jacking rod shall be fitted with suitable drill bits for the required hole size. Jacking or boring method must not weaken or damage any embankment, structure or pavement. Any mud from jacking or boring shall be flushed from the conduit and removed from the jacking pit to eliminate inadequate backfilling.

Parkway trenching shall conform to City of Costa Mesa Standard Drawing No. 813, 411, 413 and 414 for sidewalk replacement. All existing plant and irrigation materials including but not limited to sod, trees and bushes damaged by trenching or boring work shall be replaced in kind, at no additional compensation.

Within pull boxes, conduit shall be placed to meet minimum clearances between the pull box base, the conduit end and lid of pull box, conforming to Caltrans Standard Plans and Specifications. The contractor shall adjust existing pull boxes where clearance is inadequate to accommodate existing and proposed cable and/or conductors. Work shall conform to Caltrans Standard Specifications 86-1.02B and 87-1.03B. The ends of conduit

termination in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches. Use minimum bending radius as permitted by Appendix H of ICEA S-19/NEMA WC 3 and SMFO cable manufacturer's recommendations.

After conductors/cables have been installed, the exposed end of conduits terminating in pull boxes, service equipment enclosure and controller cabinets shall be sealed with an approved type of sealing compound immediately after installation of conductors. Conduit for future use in pull boxes shall be threaded and capped, with a pull rope intact between successive pull boxes.

All excavations for the installation of conduits and pull boxes, and removal of old systems, shall be backfilled, compacted and restored to match adjacent areas and excess material shall be immediately removed from the job site. All trenching activity, commenced each day, shall be fully backfilled to the finished surface grade at the end of each day; final resurfacing shall be completed within five (5) working days on all streets and all trenches maintained in a safe condition.

Work shall include furnishing and installing trenching, jacking and boring, and all associated labor, materials, tools, equipment and incidentals involved in furnishing and installing conduit, complete in place. This shall include installation of conduit under sidewalk, soil and roadway pavement areas, removing surface materials, furnishing fittings, bends, bushings, pull wires, modification of conduit entrances, replacement and repair in kind of AC, PCC, sod, irrigation within all areas affected by conduit installation, and all associated work, materials and equipment required to provide the intended operation. All jacking pits shall be adequately compacted immediately upon installing fill material and made safe for pedestrian access, and inspected by the Engineer prior to concrete or asphalt placement.

All conduit existing within excavation areas shall be lowered, modified and/or adjusted as required to accommodate the intended improvements at no additional compensation. The Contractor shall determine the exact location of all underground facilities within improvement area, by hand digging if necessary, prior to commencing excavation work to assure avoidance of conflicts. All costs for preliminary exploratory work of existing conditions and subsequent utility modification shall be included in the lump sum bid item and no additional compensation shall be allowed.

The Contractor shall be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa.

87-1.03C Installation of Pull Boxes

87-1.03C(1) General

[Add the following:].

All pull boxes shall be located as shown on the plans and as directed by the Engineer. No pull box shall be located within the driveway apron, or within any wheelchair ramp landing. Pull boxes within unimproved areas shall have a Class 1 flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the opening shall be a minimum of 2 inches above the bottom of the pull box, the top portion of the opening shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches.

Pullbox Installation Details - The bottom of pull boxes installed in the ground or in sidewalk areas shall be bedded in at least 6 inches of crushed rock and shall be grouted prior to the installation of conductors. The grout shall be between 1 and 2 inches in depth and shall be sloped towards the drain hole. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A 1 inch drain hole shall be provided in the center of the pull boxes or splice vault through the grout and the roofing paper.

Excavating and backfilling shall be as per section 87-1.03E, "Excavating and Backfilling for Electrical Systems" of the State Standard Specifications except that the backfill material shall not contain rocks graded larger than 1 inch.

Where the sump of an existing pull box is damaged by the Contractor's operations, the sump shall be reconstructed and if the sump was grouted, the old grout shall be removed, and new grout placed at the cost of the Contractor and not the City. Any existing improvements damaged by the Contractor shall be in accordance with the State Standard Specifications at the cost of the Contractor and not the City.

Pull box Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and conductors, or where settling has occurred whereby the pull box grade is lower than that of the adjacent surface area grade at no additional cost to the City. Work shall conform to Caltrans Standard Specifications 87-1.03C. Pull box adjustment shall include the installation of new bushings, conduit end sealant, crushed rock and grout prior to the installation of conductors, and necessary concrete repair work. Old grout shall be removed, and new grout installed as required. Repair of adjacent PCC sidewalk shall be included, conforming with these specifications.

87-1.03F Conductors and Cables Installations**87-1.03F(2) Cables****87-1.03F(2)(a) General**

[Add the following:].

The 12 CSC and 3 CSC cables shall be run continuous between terminal block terminals and traffic signal controller cabinet load switch bay terminals. Splices will not be allowed and no daisy-chaining of traffic signal cables shall be permitted.

Mast-arm mounted traffic signal indications shall be connected to the side mount vehicle indication terminal box using a 5 CSC. Three section and four section vehicle indications shall use a single 5 CSC. Five section vehicle indications shall use 2-5 CSC. 5 CSC shall be run continuous between the signal indication and the side mount vehicle indication terminal box and no splicing will be allowed. Multiple indications for the same vehicle phase shall not use the same 5 CSC. Each CSC shall be labeled in a permanent, color-coded manner at the side mount vehicle indication terminal box, such that the vehicle phase and placement are noted on the cable. For example, Ø2 Inboard would indicate the cable serving the indication closest to the traffic signal mast arm pole.

The contractor shall provide cable slack to comply with the requirements shown in Caltrans RSP Section 87-1.03F(1). Contractor shall install a tracer wire in all electrical conduits.

87-1.03R Signal Heads**87-1.03R(1) General**

[Add the following:].

Mounting hardware configurations shall be approved by the Engineer prior to installation. Vehicle head mounting assemblies shall be configured and adjusted by the Contractor as directed by the Engineer at no additional contract cost.

The top opening of signal heads shall be sealed with a neoprene gasket. LED's shall be products pre-qualified by the Caltrans' Testing Laboratory. Signal mounting assemblies shall consist of Size 41 standard steel pipe or galvanized conduit, necessary fittings, slip-fitters and terminal compartments. Pipe fittings shall be ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380 or Bronze. Mast arm slip-fitters post top slip-fitters and terminal compartments shall be cast bronze or hot-dip galvanized ductile iron. After installation any exposed threads of galvanized conduit brackets and areas of the brackets damaged by wrench or vise jaws shall be cleaned with a wire brush and brush painted with 2 applications of approved un-thinned zinc-rich primer (organic vehicle type) conforming to the requirements in Section 91, "Paint". Aerosol cans shall not be used. All iron and steel materials used shall follow Buy America regulations.

87-1.03V Detectors**87-1.03V(2) Inductive Loop Detectors.**

[Add the following:].

Where no video detection exists or is planned, all advance loops and stop bar loops, except bicycle loops or the front-most loops, shall be Type E. All bicycle loops including the front-most loop of every lane shall be Type F per latest Caltrans Standard Plans. All left turn lanes shall have four stop bar loops and all through lanes shall have two stop bar loops. Right turn lanes shall have two loops, unless otherwise specified on the plans.

Inductive loops at the limit line shall not be installed for approaches with existing or planned video detection. For locations with existing or planned video detection, advance loops shall only be installed if existing conditions such as a horizontal curve or another obstruction prevents the radar zone from being picking up vehicles at the proper setback distances.

87-4 Signal and Lighting Systems**87-4.02 Materials**

[Add the following section:].

87-4.02C Internally Illuminated Street Name Signs

[Add the following].

The contractor shall furnish a IISNS mast arm attachment to be installed on the existing signal pole at the northwest corner of the intersection. The existing IISNS shall be reused and relocated to the new IISNS mast arm. The contractor shall provide submittals sheets for review prior to ordering the IISNS mast arm.

No splicing is allowed within the fixture.

[Add the following section 88:].

PAYMENT – Payment for Compensation for “Furnish, Install, and Perform New Traffic Signal Modification at Baker St. & Babb St., including all Appurtenant Material, Equipment, Labor, and Construction to Produce a Full Functioning Traffic Signal System that is Connected and Fully Communicates with the City’s Traffic Management Center (TMC). Work includes the Construction, Installation, Labor, and Materials for the Installation of Sidewalks and Curb Ramps Shown on the Plans” shall be at the unit price bid per Lump Sum and shall include full compensation for potholing and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-2 Delineators

81-2.01 General

81-2.01C Submittals

[Add the following:].

The contractor shall provide submittal sheets for approval and obtain approval prior to ordering the materials.

81-2.03 Construction

[Replace entire section with the following:].

The contractor shall surface mount the delineators using a 2-part epoxy and anchor bolts per manufacturer's specifications and per direction of City Maintenance staff and the Engineer.

81-3 Pavement Markers

81-3.02 Materials

81-3.02A General

[Add the following:].

The Contractor shall furnish and install raised pavement markings no sooner than seven (7) days nor later than fourteen (14) days following the final installation of traffic striping, and located pursuant to the striping plans.

Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. **Two-way Streets or Roads:** Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.
2. **Streets with Left-Turn Lane at Intersection:** Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

81-8 Existing Pavement Markers and Delineators

81-8.03 Construction

81-8.03B Remove Pavement Markers

[Add the following:].

All blue “fire hydrant” pavement markers that are removed shall be reinstalled by the contractor.

When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

82 SIGNS AND MARKERS

82-2 Sign Panels

82-2.02 Materials

82-2.02A General

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

Prior to ordering sign panels, the contractor shall provide signing submittal for Engineer’s review showing all proposed signs and sign sizes. Proposed warning sign colors shall be provided as yellow or FYG.

[Add the following section:].

82-2.03C Remove and Salvage Sign and Sign Post

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City’s corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please contact the City’s project engineer.

82-2.04 Payment

[Replace section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

82-3 Roadside Signs**82-3.02A General**

[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

82-3.02B Metal Posts

[Add the following:].

Metal posts shall be 1 3/4" square perforated steel posts (Telespar) with breakaway anchor.

82-3.03 Construction**82-3.02A General**

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Anchor shall not extend beyond 2" from top of adjacent finished grade where installed and shall conform to OC Public Works Standard Plan 1417 for sign post installation.

82-3.04 Payment

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping

and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

82-9 Existing Roadside Signs and Markers

82-9.04 Payment

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

84 MARKINGS

84-1 General

84-1.01 General

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be highly visible to the motorists both day and night.

Unless otherwise noted, all traffic stripes shall be 6-inch width minimum and shall comply with the most recent Caltrans Standard Plans.

84-2 Traffic Stripes and Pavement Markings

84-2.02 Materials

84-2.02A General

Paint, thermoplastic and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

84-2.02C Thermoplastic

[Replace entire section with the following:].

Thermoplastic must comply with State Specification PTH-02ALKYD.

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

Thermoplastic shall be Alkyd Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The thermoplastic shall be mixed with glass beads and shall, upon cooling, be reflectorized with additional glass beads and shall be allowed to completely cool to prevent deformation by traffic.

Preformed Green Colored Thermoplastic

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko Optamark with Optatrac. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the Engineer.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

84-2.02G Paint

[Add the following:].

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022)

84-2.03 Construction

84-2.03A General

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall request a meeting in the field with the Engineer prior to start of cat-tracking in order to review the proposed striping and discuss the City's cat-tracking requirements. The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). Solid and dashed bike lane striping as well as bike lane buffers and crosshatch markings in those buffers, shall be cat-tracked as to be able to see the beginning and ends of the transitions of all detail 39 and Detail 39A striping as well as the locations of all crosshatch markings. The bike lane and bike buffer shall be cat-tracked in such a way as to be able to see the continuous facility. If the bicycle lanes and buffer (including crosshatch markings in the buffer) are not cat-tracked to the satisfaction of the Engineer, the Contractor shall re-do the cat-tracking until the Engineer is satisfied and the Engineer will not review the cat-tracking otherwise.

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Green preformed pavement markings adjacent to crosswalks shall be installed as to avoid tire tracking of vehicles crossing the intersection and wearing out the markings.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the Engineer.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6" minimum width and comply with latest edition of Caltrans Standard Plans.

Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion, and loss of reflectivity resulting from defective materials or methods of application for a period of one year.

84-2.03C Application of Traffic Stripes and Pavement Markings

84-2.03C(1) General

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) calendar days following the application of new slurry/ACSC or fourteen days (14) if installed during Summer (if applicable). Green preformed thermoplastic markings shall be installed no sooner than twenty-one (21) days following application of new slurry/ACSC (if applicable).

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

84-2.03B(2) Thermoplastic**84-2.03B(2)(a) General**

[Remove the following:].

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

[Add the following:].

Apply thermoplastic by extrusion methods or using preformed markings according to the plans, these special provisions, and per direction of Engineer. **Thermoplastic shall not be installed when the temperature of the pavement is less than 55 degrees Fahrenheit to prevent weak bonding.** The contractor may preheat the surface of the asphalt to above 55 degrees Fahrenheit if approved by the Engineer.

Prior to installing the thermoplastic on concrete, the Contractor shall use a concrete binder and prepare concrete surface for binder to facilitate proper adhesion of thermoplastic onto concrete.

All pavement marking arrows and words shall be thermoplastic unless otherwise noted on the plans or directed and approved by the Engineer.

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater and if the corundum sinks below manufacturer's specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If installed on concrete, contractor shall perform a porosity test to determine if the concrete has proper porosity. If the concrete fails the porosity test, the portion of the concrete where the green preformed markings will be installed shall be water blasted, allowed to thoroughly dry and then the contractor shall install concrete binder per manufacturer's specifications to facilitate proper adhesion to concrete.

Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry. Thermoplastic that is deformed, marked, or damaged by traffic due to improper installation or because the thermoplastic was not allowed to cool will be removed and reinstalled at the expense of the contractor and to no additional cost for the City.

84-2.03B(2)(c) Sprayable Thermoplastic

[Remove section 84-2.03B(2)(c) in its entirety].

84-2.03B(6) Paint

[Remove the following:].

Apply painted traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply painted traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be completely dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 2nd coat of paint shall be applied no earlier than 3 days after application of the first coat, unless otherwise approved by Engineer.

Newly placed painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall not be paint and shall be thermoplastic.

84-2.04 PAYMENT

[Remove the following:].

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

[Add the following:].

Pairs of traffic stripes or pairs of double traffic stripes for purposes such as centerlines, two-way left turn lanes, striped medians, etc. shall be measured from end to end of the pair of stripes, and shall not be measured as total length of all individual stripes.

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured from end to end of the stripe inclusive of gaps, and shall not be measured as total length of all dashes.

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

84-9 EXISTING MARKINGS

84-9.03B Remove Traffic Stripes and Pavement Markings

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by grinding with immediate cleanup of residue. No "blackening out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations without damaging the pavement and subgrade.

All pavement markers to be removed shall be removed without damaging the pavement and without removing pavement to a depth of more than 1/8 inch. Remove pavement markings such that the old message cannot be identified. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement when striping and markings are removed on new pavement per discretion of Engineer.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes and markings shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

84-9.04 Payment

[Replace in its entirety with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

Bid Item #5: Complete all Signing, Striping, and Markings per Plan. This bid item includes all Materials and Labor

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the 2023 Caltrans Standard Specifications (including

the Revised Standard Specifications) as modified within these Special Provisions, and comply with the 2023 Caltrans Standard Plans, and the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performance.

SECTION “F”

MISCELLANEOUS

CONTRACT

DOCUMENTS

(SAMPLE)

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-02**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____
("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the
State of California ("CITY"), and _____, a [state] [type of organization]
("CONTRACTOR").

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

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The scope of work in general consists of modifying the existing traffic signal at the intersection of Baker Street and Babb Street to provide protected-permissive left turn phasing for eastbound and westbound traffic along Baker Street. Improvements include but are not limited to furnishing and installing of new signal poles and foundations, vehicle heads, pull boxes, traffic signal conduit, conductors and cable, sidewalk and curb ramp restoration and construction, loop detection, relocation of existing traffic signal equipment, and all work, materials and equipment required to provide operation as shown on the Plan and these Specifications. Work also includes potholing for the new traffic signal pole foundations and all other work as required as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

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

The Project is known as the TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, City Project No 24-02 ("Project").

2. CONTRACT DOCUMENTS.

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

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

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

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

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

3. CITY'S REPRESENTATIVE.

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

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

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

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

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

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

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within _____ [working/calendar] days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

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

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice

to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to **\$3,600** as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

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

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention

to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

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

13. SUPERINTENDENCE BY CONTRACTOR.

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

14. INSPECTION BY CITY.

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

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

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

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the

Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

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

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

17. PROMPT PAYMENT OF SUBCONTRACTORS.

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

each payment the CONTRACTOR receives from CITY.

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

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

18. CONTRACT SECURITY AND GUARANTEE.

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

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

Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

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

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required

whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, 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.

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

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance

by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

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

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

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and

coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic

insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a

form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

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

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse

violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

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

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in

limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

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

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

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

Attn: _____

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

Attn: _____

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay

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

31. 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.

32. VALIDITY.

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

33. GOVERNING LAW.

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

34. NO THIRD PARTY BENEFICIARY RIGHTS.

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

35. ASSIGNABILITY.

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

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

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

38. COUNTERPARTS.

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

39. CORPORATE AUTHORITY.

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

40. ADDITIONAL SERVICES.

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

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

[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.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Seung Yang, P.E.
City Engineer

Date: _____

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:

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

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

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

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

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____, hereinafter designated as the "Principal", a contract for the project known as: _____ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

**FAITHFUL PERFORMANCE PAYMENT BOND
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

The premium charge on this bond is \$_____, being at the rate of \$_____ per thousand of the contract price.

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____, hereinafter designated as the "Principal", a Public Works Agreement for the project known as: _____ in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Costa Mesa under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement.

(ii) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY "

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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
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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: ZZ/ZZ/2014

Policy No. GPVGT'''

Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By: _____

City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below

PERMIT
NO.

VENDOR NO.

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____

Contractor's Name _____ Address _____

Telephone No. (Day) _____ (Night) _____ City and State _____

State License No./Class _____ City Business License No. _____

Applicant's Name _____ Address _____

Telephone No. _____ Developer's Name _____ Telephone No. _____

Name of Insurance Co. _____ Insurance Cert. No.(s) _____

24-Hour Emergency Contact _____ Telephone No. _____

Bond \$ _____	48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT	PERMIT APPROVED FOR CITY ENGINEER
Cash Deposit \$ _____		
Issuance \$ _____		
Inspection \$ _____		
TOTAL \$ _____		
Account # _____		By _____
		Date _____
		Underground Service Alert ID No. _____

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15 -25-,15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

- That all work shall be performed in accordance with the **Standard Specifications for Public Works Construction** (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
- Control of traffic shall conform to the **Work Area Traffic Control Handbook** (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
- That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of **8:30 a.m. - 3:30 p.m. Monday through Friday** as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
- That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

- City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
- Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native ☐ and imported ☐.
- Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.**
- Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
- Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
- Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
- Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____.
- Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____.
- No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
- Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
- Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
- Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
- All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
- Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
- Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
- Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
714) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111

INSPECTION RECORD		Inspector of Records	CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner. By: _____ Inspector _____ Date
Date			

0183-62 mw, rev. 2/03
White - Inspectors;
Canary - Engineering;
Pink - Finance
Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
(714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
(If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
(Cannot be a P.O. Box) Street # Street name Unit # City State Zip

Mailing Address _____
(Can be a P.O. Box) Street # Street name Unit # City State Zip

Business Telephone # () Business Start Date No. of Employees (on average)

Ownership (Check One only)
[] Sole Owner [] Corporation [] Partnership [] Husband & Wife Co-ownership [] Limited Liability Company
[] Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
(If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # Federal Firearms License # (if applicable)

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # () _____ Title _____	Telephone # () _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____
Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ Department of Motor Vehicles Permit # _____
(If Applicable) (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) _____ (S-SU) _____ Number of Rental Units/Rooms/Spaces _____
(Commercial/Industrial only) (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
(wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over \$500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left
.....Enter the tax due amount here \$ _____
PLUS(# of sellers x \$5 = \$ _____)
EQUALSTotal tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
(Fees based on annual operating expenses when no receipts generated)
Enter annual operating expenses amount \$ _____
Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
(California Licensed) Total tax due **\$50.00**

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year?	Yes _____	No _____
Will you have an assembly room with an occupant load of 50 or more persons?	Yes _____	No _____
Will you be installing a spray booth?	Yes _____	No _____
Will your business produce dust/wood shavings or other material?	Yes _____	No _____
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes _____	No _____
Will you be warehousing materials higher than 12 feet?	Yes _____	No _____

Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. **** Sales or use tax may apply to your business activities.** You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. **** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.**

Authorized
Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

Planning Approval _____	Date Approved _____	CUP Required? _____ CUP # _____
Building Approval _____	Date Approved _____	Comments _____
Fire Department Approval _____	Date Approved _____	_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION “G”

APPENDIX “A”

PROJECT LOCATION AND MAP

TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02
PROJECT LOCATION MAP



TRAFFIC SIGNAL MODIFICATION AT BAKER STREET & BABB STREET

SECTION “G”

APPENDIX “B”

ENGINEERING DESIGN PLANS

GENERAL NOTES:

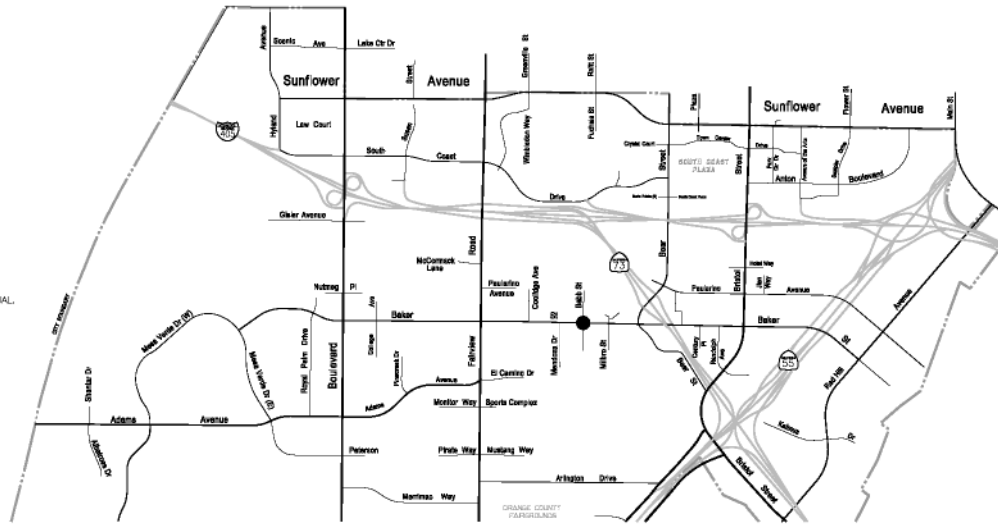
- 1 ALL WORK SHALL CONFORM TO THE CITY OF COSTA MESA STANDARD PLANS, THE 2022 STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANS AND SPECIFICATIONS, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE 2014 CA MUTCD.
- 2 THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PHASES OF CONSTRUCTION WITH VARIOUS UTILITY COMPANIES INVOLVED.
- 3 TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM TO THE SPECIAL PROVISIONS AND THE W.A.T.C.H. MANUAL.
- 4 ALL WORK IS SUBJECT TO INSPECTION. CONTRACTOR SHALL NOTIFY INSPECTION OFFICE OF CITY TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
- 5 ALL STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT ALL TIMES.
- 6 DUST CONTROL SHALL BE PROPERLY MAINTAINED AT ALL TIMES.
- 7 CONTRACTOR SHALL RESET ALL EXISTING PULL BOXES TO NEW FINISHED GRADE. ANY DAMAGE TO EXISTING PULL BOXES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL NEW PULL BOXES SHALL BE CHRISTY "FIBER-LITE" TYPE INSCRIBED "TRAFFIC SIGNAL".
- 8 SIDEWALK SHALL BE REMOVED PER CITY OF COSTA MESA STANDARD #11 AND REPLACED PER CITY OF COSTA MESA STANDARD #11 AND #12.
- 9 LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES, AND FIELD INVESTIGATIONS. THE UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THE CONTRACTOR SHALL PROTECT THE EXISTING FACILITIES IN PLACE AND INTACT FOR ALL UTILITIES SHOWN OR NOT SHOWN ON PLANS.
- 10 THE CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENTS AND BUSINESSES AT ALL TIMES UNLESS OTHERWISE APPROVED.
- 11 ANY DISCREPANCIES AND/OR DEVIATIONS ARISING DURING CONSTRUCTION, THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER.
- 12 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ONSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES AND PROPERTIES.
- 13 ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THESE IMPROVEMENTS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL LOST, DISTURBED OR OBLITERATED MONUMENTS, AS SPECIFIED BY THE SUBDIVISION MAP ACT AND CONSTRUCTION DOCUMENTS.
- 14 THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION.
- 15 ALL DAMAGE TO EXISTING TURF SHALL BE RE-GRADED AND RE-LANDSCAPED WITH SOD TO MATCH EXISTING AS APPROVED BY THE PROPERTY OWNER AND THE CITY ENGINEER.
- 16 ALL DAMAGE TO EXISTING IRRIGATION SYSTEMS SHALL BE REPAIRED WITH NEW PIPES AND HEADS. IRRIGATION HEADS SHALL BE RAINBOW 1804 OR AS APPROVED BY THE CITY ENGINEER.
- 17 THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR EXACT POLE LOCATIONS PRIOR TO INSTALLATION.
- 18 VEHICLE HEADS SHALL HAVE 12" LENSES WITH RED, YELLOW AND GREEN "LED" TYPE INDICATORS.
- 19 PEDESTRIAN INDICATIONS SHALL BE THE HAND/MAN L.C.D. COUNTDOWN TYPE.
- 20 PWB'S SHALL BE ACCESSIBLE PEDESTRIAN SIGNAL (APS) OR ENGINEER APPROVED EQUAL.
- 21 NEW INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL BE TYPE A.

NOTICE TO CONTRACTOR

- 1 THE CONTRACTOR SHALL PRIOR TO STARTING CONSTRUCTION UNCOVER ALL UTILITIES THAT HE MAY BE CROSSING OR PARALLELING TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT OR DISCREPANCY SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION. OTHERWISE, THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY COST OF REPLACEMENT, RELOCATION, OR ADDITIONAL COST OF CONSTRUCTION RELATED TO UTILITY CONFLICTS.
- 2 CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS. THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

CITY OF COSTA MESA CALIFORNIA

TRAFFIC SIGNAL MODIFICATION PLAN FOR BAKER STREET AT BABB STREET



LEGEND:

- PROJECT TRAFFIC SIGNAL

SHEET INDEX:

No.	DESCRIPTION
1	TITLE SHEET
2	TRAFFIC SIGNAL MODIFICATION PLAN BAKER STREET AT BABB STREET

PUBLIC SERVICE AGENCIES: BEFORE EXCAVATION CALL THE FOLLOWING TELEPHONE NOS.

UNDERGROUND SERVICE ALERT (USA)	811
MESA WATER DISTRICT (PHIL LAUR)	(949) 207-5449
COSTA MESA SANITATION DISTRICT (ROB HAMERS)	(949) 631-1731
SOUTHERN CALIFORNIA EDISON CO. (DAMON HUMPHREY)	(714) 895-0534
SOUTHERN CALIFORNIA GAS CO. (RICHARD GLENDENING)	(714) 634-3262
SOUTHERN CALIFORNIA GAS CO. (GAS TRANSMISSION UTILITY REQUEST CENTER)	(818) 701-4546
IRVINE RANCH WATER DISTRICT (KELLY LEW)	(949) 453-5586
ORANGE COUNTY SANITATION DISTRICT (RUDY DAWLA)	(714) 383-7348
O.C.T.A. (STOPS AND ZONES) (KYLE POFF)	(714) 560-5816
O.C.T.A. (DETOUR COORDINATION) (DISPATCH)	(714) 265-4330
AT&T (DOUG DIPALO)	(714) 618-9125
XO COMMUNICATIONS (SWITCHBOARD)	(703) 547-2000
SPECTRUM TIME WARNER (MAX SANDOVAL)	(714) 719-9629

AGA Job No. : 127-009
AGA File Name: BAKBABS.DWG
Print Date : 2/15/2024
Last Revision : 2/15/2024
AGA
ENGINEERS, INC.
TRANSPORTATION CONSULTING ENGINEERS
911 Imperial Highway, Suite 200, Torrance, CA 90505
(714) 960-4000
info@agaei.com

Underground Service Alert
Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

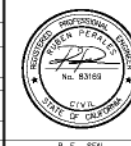
REVISIONS

NO.	DATE	DESCRIPTION	APP.

REFERENCES

BENCH MARK NO.	
ELEVATION	
DESCRIPTION	

DESIGNED BY: R. PERALES	DATE: DEC '23	CHECKED BY:	DATE:
DRAWN BY: R. PERALES	ELEVATION: DEC '23	APPROVED BY:	
RECOMMENDED BY:			



TRAFFIC SIGNAL MODIFICATION PLAN

TITLE SHEET

CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION

SHEET 1 OF 2

PLAN
NUMBER

CONDUCTOR SCHEDULE		SCHEDULE	
AWG SIZE, WIRE OR CABLE TYPE	STD	PHASES	CONDUIT SIZE AND RUN
12 WIRE CONDUCTOR CABLE #11-#12 1-#12	1	#2, #5, #8P /#2, #5P, #8P	1/1 2/2 1/1 6/6 3/3 2/2
3 WIRE CONDUCTOR CABLE	2	#4, #6P /#4P, #6P	1/1 2/2 1/1 6/6 3/3 2/2
TYPE B D.L.C.	3	#1, #4, #5, #8P /#1P, #4P, #5P, #8P	1/1 2/2 1/1 6/6 3/3 2/2
PERCENT FILL	12%	26%	11%
CONDUIT SIZES (INCHES)	3"	3 1/2"	3"

CONDUCTOR SCHEDULE IS FURNISHED AS A GUIDELINE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CONDUCTORS FOR THE INTENDED OPERATION. ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS OTHERWISE NOTED AS (E) EXISTING.

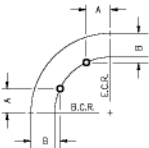
EXISTING PHASE DIAGRAM			
NOT USED	NOT USED	NOT USED	NOT USED
#1	#2	#3	#4
NOT USED	NOT USED	NOT USED	NOT USED
#5	#6	#7	#8

PROPOSED PHASE DIAGRAM			
#1	#2	#3	#4
#5	#6	#7	#8

* PROTECTED-PERMISSIVE LEFT TURN PHASING

POLE		SCHEDULE	
STANDARD	NO.	SIGNAL MOUNTING	REMARKS
19-3-70	30'	30'	105
1-4(N)	10'	15(N)	105(N)*
15(N)	10'	35(N)	105(N)
24-4-100(N)	30'	35(N)	105(N)
1-A	10'	15(N)	105(N)*

ALL EQUIPMENT IS EXISTING UNLESS NOTED AS NEW (N) OR RELOCATE (R). *LED LUMINAIRE HEADS WILL BE CITY FURNISHED.
**PEDESTRIAN PUSH BUTTONS SHALL BE ACCESSIBLE PEDESTRIAN SIGNALS (APS) TYPE.
POLE PLACEMENT DIMENSIONS SHOWN FOR REFERENCE ONLY. EXACT LOCATION OF TRAFFIC SIGNAL POLES SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.

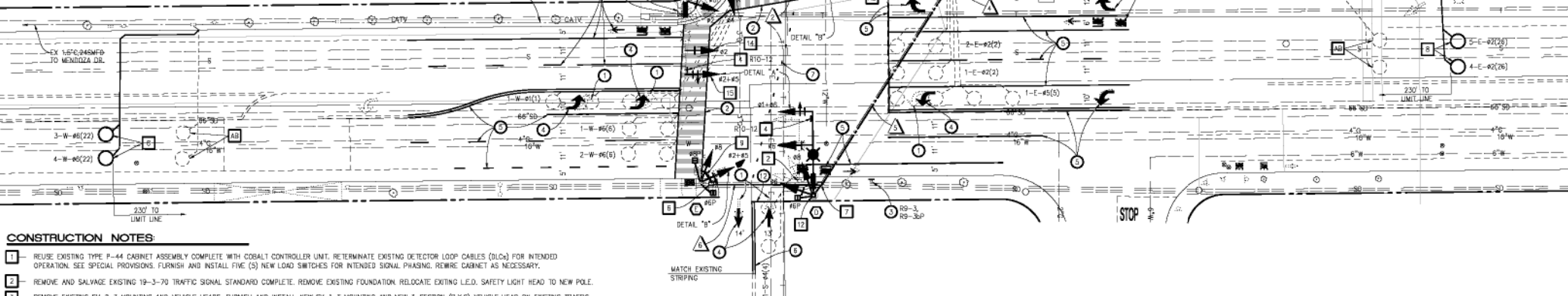


SIGNAL STANDARD PLACEMENT DETAIL
NO SCALE

BAKER

BAK STREET

STREET



CONSTRUCTION NOTES

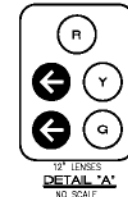
- REUSE EXISTING TYPE P-44 CABINET ASSEMBLY COMPLETE WITH COSALT CONTROLLER UNIT. RE-TERMINATE EXISTING DETECTOR LOOP CABLES (DLC) FOR INTENDED OPERATION. SEE SPECIAL PROVISIONS. FURNISH AND INSTALL FIVE (5) NEW LOAD SWITCHES FOR INTENDED SIGNAL PHASING. REWIRE CABINET AS NECESSARY.
- REMOVE AND SALVAGE EXISTING 19-3-70 TRAFFIC SIGNAL STANDARD COMPLETE. REMOVE EXISTING FOUNDATION. RELOCATE EXISTING L.E.D. SAFETY LIGHT HEAD TO NEW POLE.
- REMOVE EXISTING SV-2-T MOUNTING AND VEHICLE HEADS. FURNISH AND INSTALL NEW SV-1-T MOUNTING AND NEW 3-SECTION (R,Y,G) VEHICLE HEAD ON EXISTING TRAFFIC SIGNAL POLE.
- FURNISH AND INSTALL SIGN ON SIGNAL MAST ARM OR STANDARD AS SHOWN PER CA MUTCD AND CALTRANS STANDARD PLAN ES-7N, DETAIL U.
- FURNISH AND INSTALL NEW #6 PULL BOX.
- REPLACE EXISTING PULL BOX WITH NEW #5 PULL BOX.
- REPLACE EXISTING PULL BOX WITH NEW #6 PULL BOX.
- FURNISH AND INSTALL NEW TYPE E LOOP DETECTOR.
- REMOVE AND SALVAGE EXISTING TYPE 1-A TRAFFIC SIGNAL STANDARD COMPLETE. REMOVE EXISTING FOUNDATION. CONSTRUCT NEW CURB RAMP PER CALTRANS STANDARD PLAN ABBA, CASE A.
- FURNISH AND INSTALL NEW TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE).
- FURNISH AND INSTALL NEW TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE). PROTECT IN PLACE EXISTING BLOCK WALL.
- FURNISH AND INSTALL NEW TYPE 1-A TRAFFIC SIGNAL STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN (SEE POLE SCHEDULE).
- CONSTRUCT NEW 4" P.C.C. SIDEWALK AS SHOWN PER CITY OF COSTA MESA STANDARD DRAWING NO. 411. COORDINATE WITH UTILITY COMPANIES TO ADJUST ANY VAULTS TO GRADE.
- FURNISH AND INSTALL NEW 3-SECTION (R,Y,G) VEHICLE HEAD ON EXISTING TRAFFIC SIGNAL MAST ARM. UTILIZE EXISTING MAST ARM TENDON.
- REMOVE EXISTING 3-SECTION (R,Y,G) VEHICLE HEAD FROM EXISTING TRAFFIC SIGNAL MAST ARM. FURNISH AND INSTALL NEW 5-SECTION VEHICLE HEAD PER DETAIL "A" ON EXISTING MAST ARM.

CONSTRUCTION NOTES (CONTINUED):

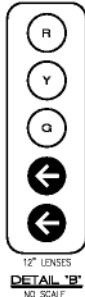
- FURNISH AND INSTALL NEW ISNS MAST ARM ON EXISTING TRAFFIC SIGNAL POLE SHAFT. RELOCATE EXISTING ISNS TO NEW ISNS MAST ARM.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN HEAD AND MOUNTING COMPLETE.

SIGNING AND STRIPING NOTES (THIS SHEET):

- REMOVE, BY HOT SANDBLASTING OR GRINDING, ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS INCLUDING RAISED PAVEMENT MARKERS.
- INSTALL LADDER CROSSWALK PER CALTRANS STANDARD PLAN A24F WITH 2" BARS AND 2" SPACING.
- FURNISH AND INSTALL SIGN AND POST AS SHOWN.
- INSTALL TYPE I (10'), TYPE IV (1) OR (R) ARROW PER CALTRANS STANDARD PLAN A24A.
- REFRESH NON-CONFLICTING STRIPING AND PAVEMENT MARKINGS IN-KIND WITHIN 100' OF INTERSECTION BDR/ECR ON ALL APPROACHES. REFRESH SHALL INCLUDE REPLACEMENT OF RAISED PAVEMENT MARKINGS.
- INSTALL 4" DOUBLE YELLOW STRIPE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
- INSTALL 4" CENTER LINE EXTENSION PER CALTRANS STANDARD PLAN A200, DETAIL 41.



10' LENSES
DETAIL "A"
NO SCALE



12' LENSES
DETAIL "B"
NO SCALE

SCALE: 1" = 20'

AGA Job No.: 127-009
AGA File Name: BAKBARD.DWG
Print Date: 2/15/2024
Last Revision: 2/15/2024
TRANSPORTATION CONSULTING ENGINEERS
9111 Harbor Island, Suite 200, Torrance, CA 90503
www.agacorp.com

SHEET
2 OF 2

PLAN NUMBER

Underground Service Alert
Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS

NO.	DATE	DESCRIPTION	APP.

REFERENCES

BENCH MARK NO.	DESCRIPTION

DESIGNED BY: R. PERALES	DATE: JAN '24	CHECKED BY:	DATE:
DRAWN BY: R. PERALES	APPROVED BY:		
RECOMMENDED BY:			
APPROVED BY:			





TRAFFIC SIGNAL MODIFICATION PLAN
BAKER STREET
AND
BAK STREET

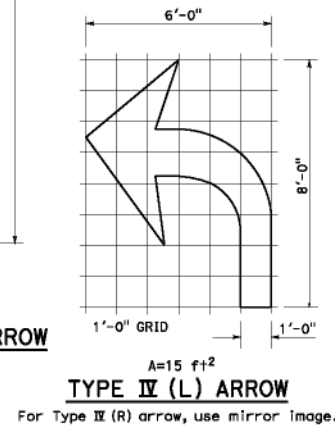
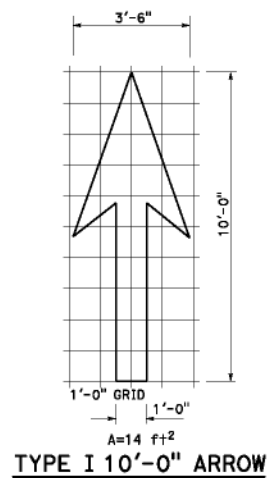
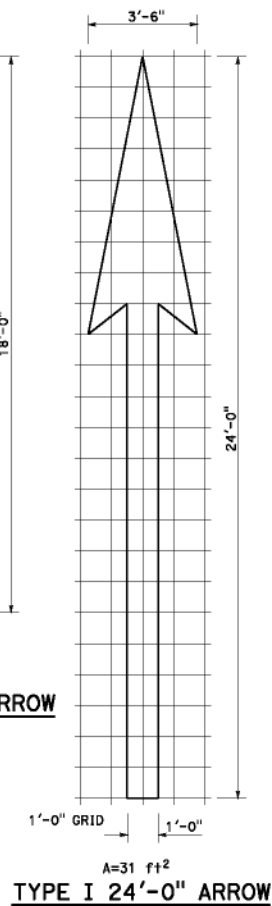
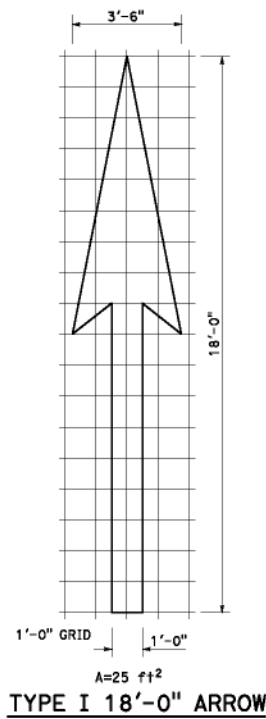
CITY OF COSTA MESA
DEPARTMENT OF PUBLIC SERVICES / TRANSPORTATION DIVISION

SECTION “G”

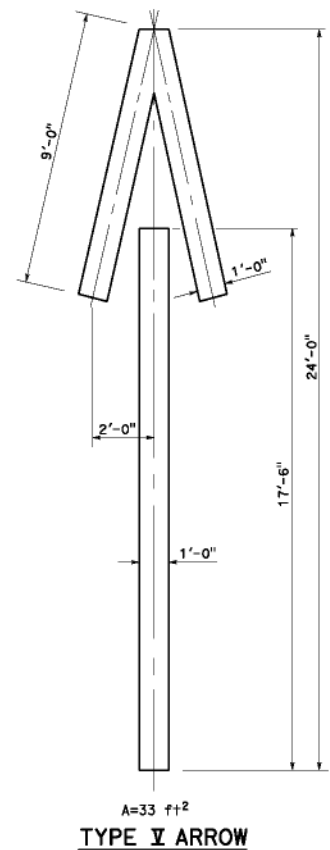
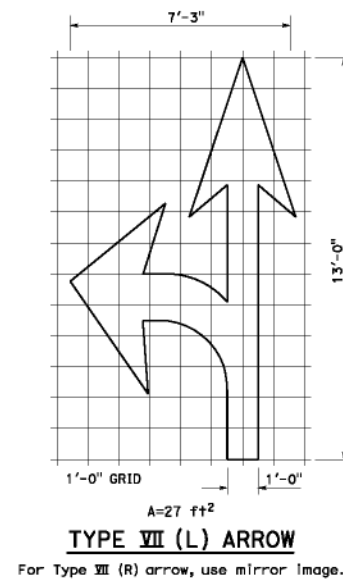
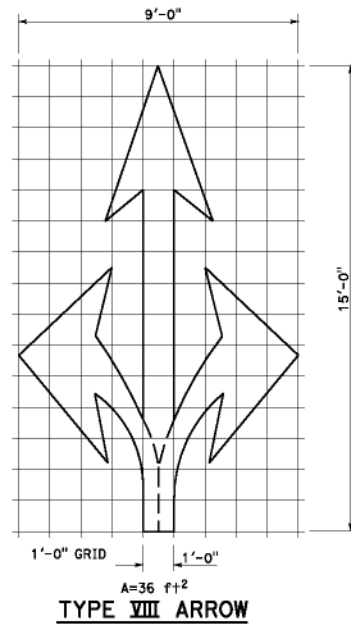
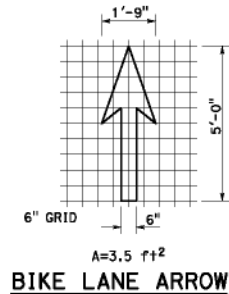
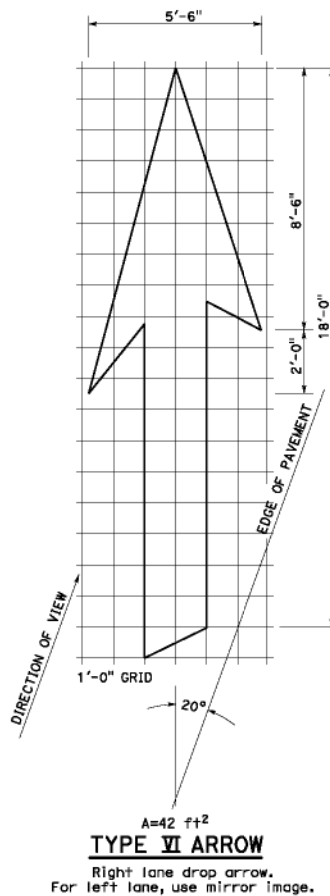
APPENDIX “C”

CITY AND CALTRANS STANDARD DRAWINGS

Dist	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	No.	SHEET
 REGISTERED CIVIL ENGINEER					
May 1, 2023 PLANS APPROVAL DATE					
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					



NOTE:
Minor variations in dimensions may be accepted by the Engineer.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

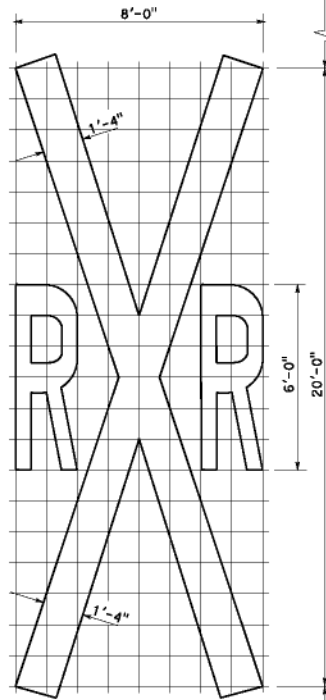
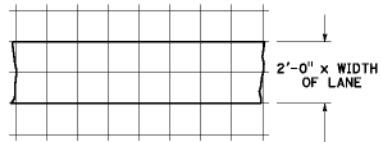
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

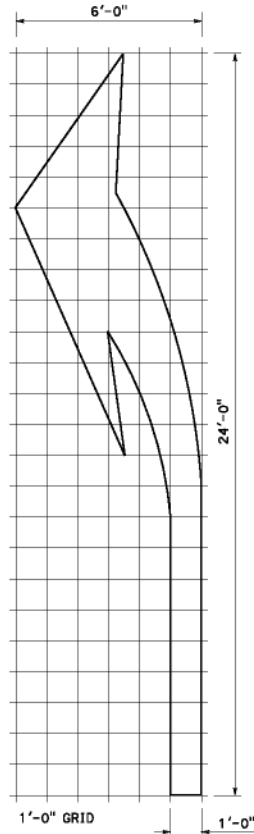
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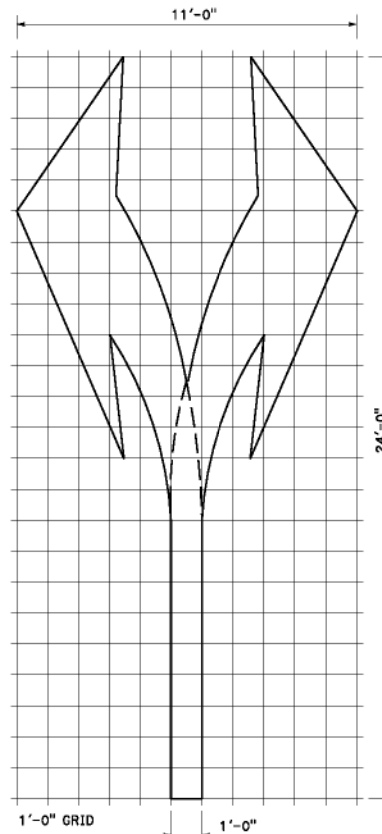
1'-0" GRID
A=70 ft² *

RAILROAD CROSSING SYMBOL

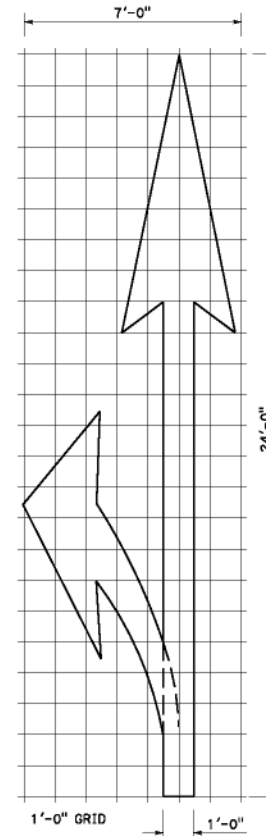
* 70 ft² does not include the 2'-0" x variable width transverse lines.



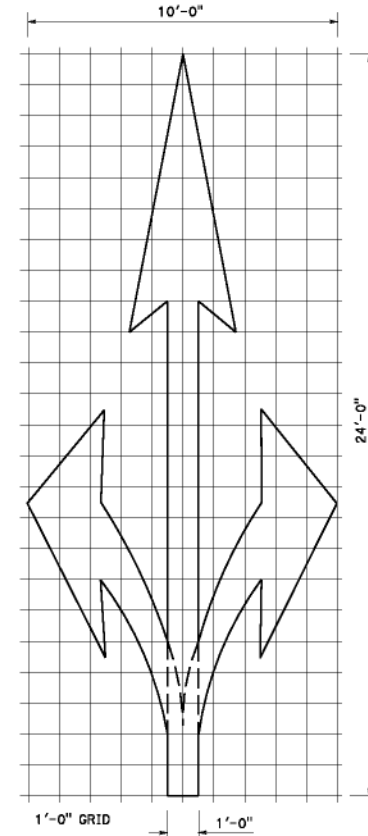
A=42 ft²
TYPE III (L) ARROW
For Type III (R) use mirror image.



A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW
For Type II (R) use mirror image.



A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS AND SYMBOLS**
NO SCALE

A24B

NOTE:
Minor variations in dimensions
may be accepted by the Engineer.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

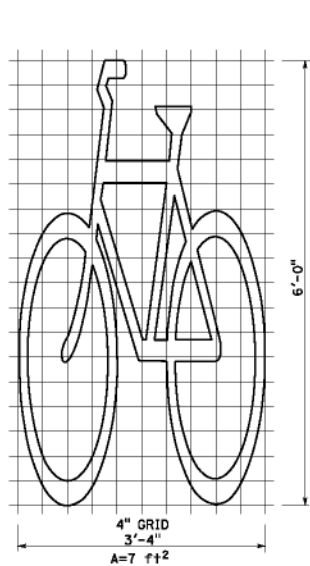
REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

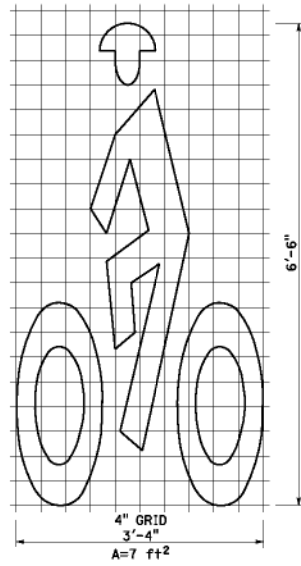
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REGISTERED PROFESSIONAL ENGINEER
Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

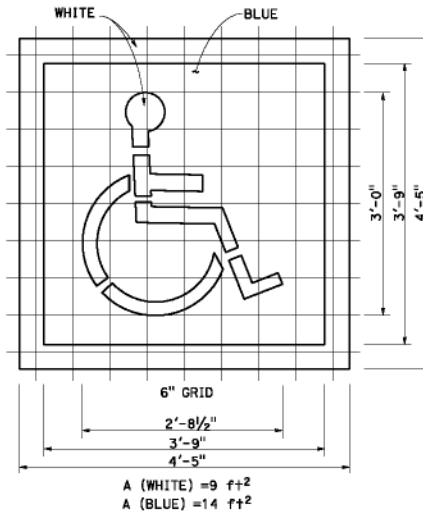
NOTE:
Minor variations in dimensions may be accepted
by the Engineer.



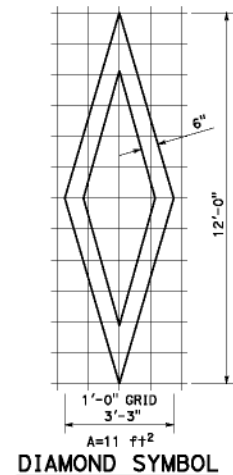
**BIKE LANE SYMBOL
WITHOUT PERSON**



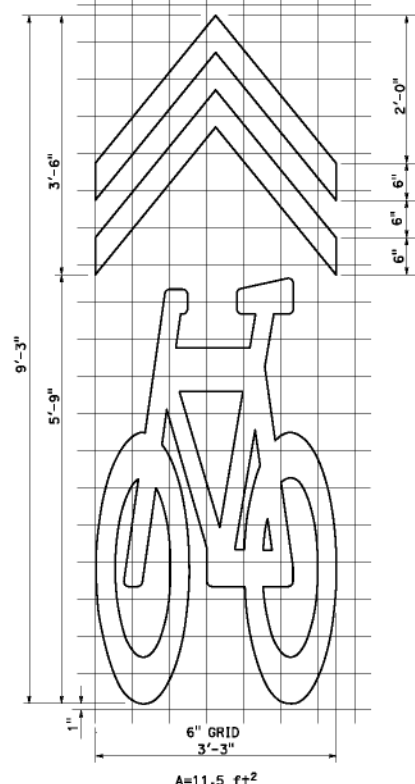
**BIKE LANE SYMBOL
WITH PERSON**



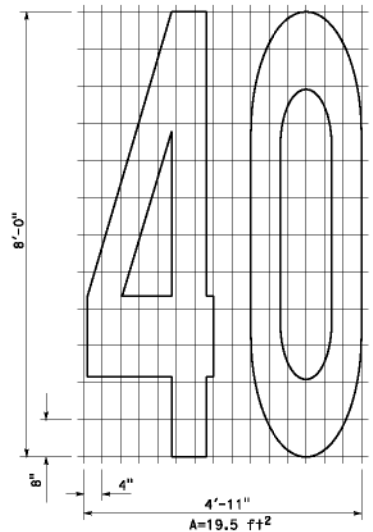
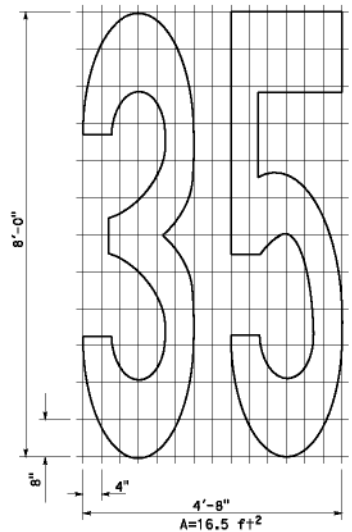
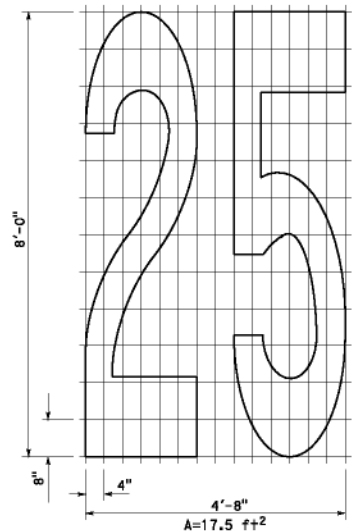
**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



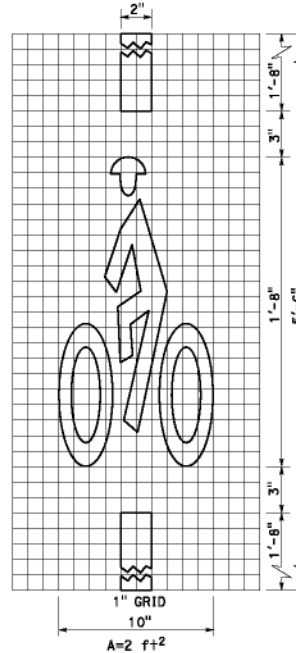
DIAMOND SYMBOL



SHARED ROADWAY BICYCLE MARKING



NUMERALS



**BICYCLE LOOP
DETECTOR SYMBOL**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

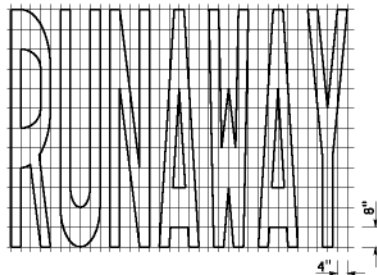
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEET

REGISTERED CIVIL ENGINEER

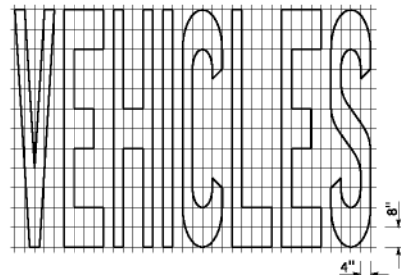
May 1, 2023
PLANS APPROVAL DATE

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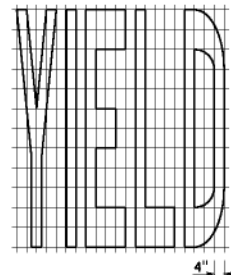
Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA



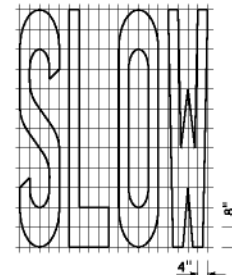
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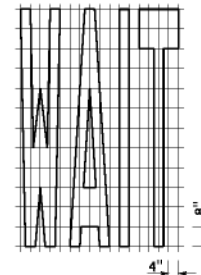
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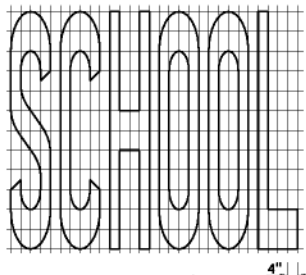
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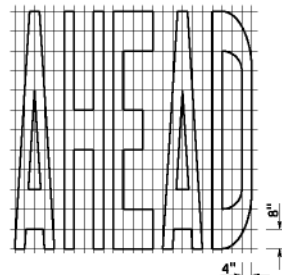
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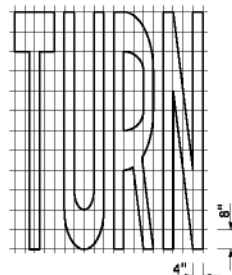
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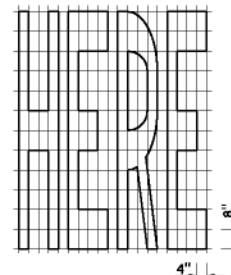
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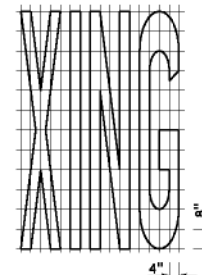
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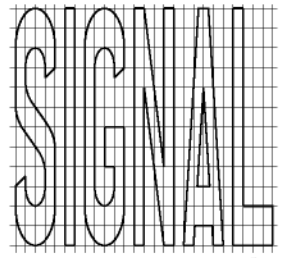
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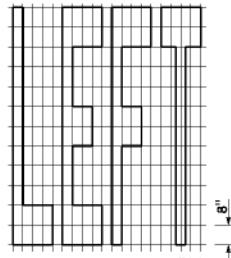
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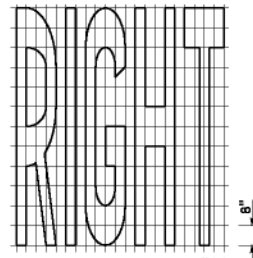
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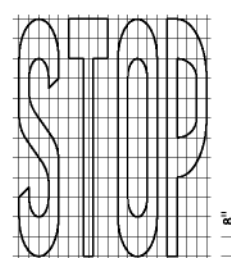
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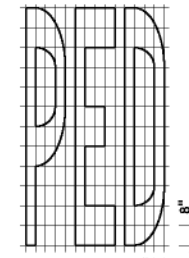
A=19 ft+2



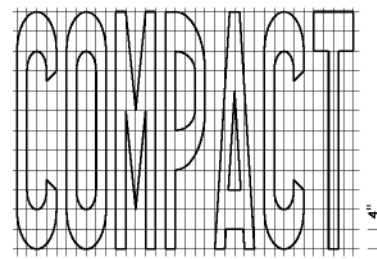
A=26 ft+2



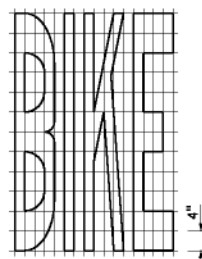
A=22 ft+2



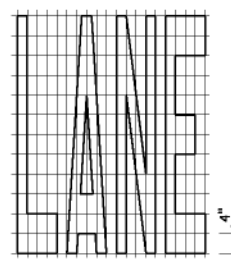
A=18 ft+2



A=10 ft+2



A=5 ft+2



A=6 ft+2

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS					
ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42
				COMPACT	10
				RUNAWAY	43

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

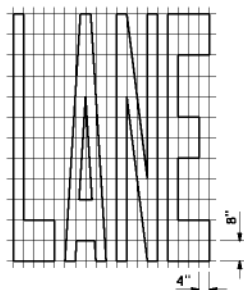
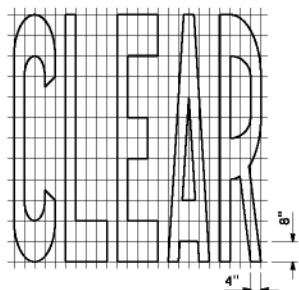
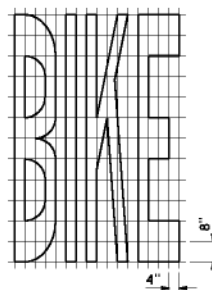
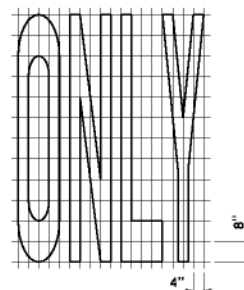
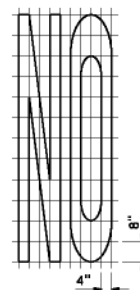
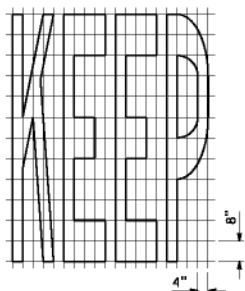
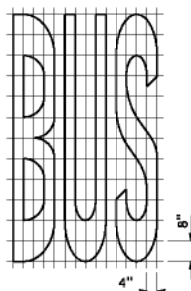
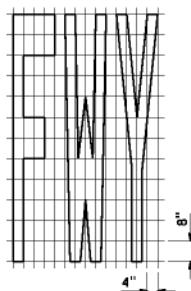
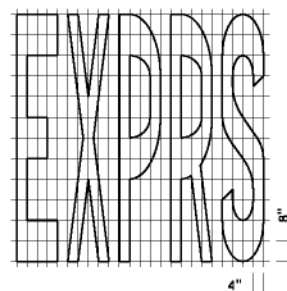
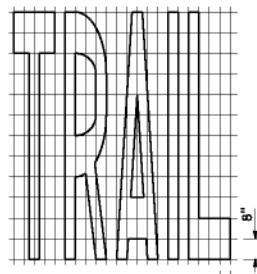
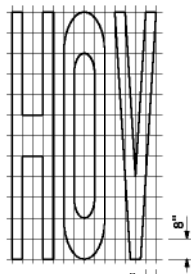
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

A=24 ft²A=27 ft²A=21 ft²A=22 ft²A=14 ft²A=24 ft²A=20 ft²A=16 ft²A=30 ft²A=23 ft²A=18 ft²A=2 ft²
See Notes 5 and 6**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

WORD MARKINGS			
ITEM	SQFT	ITEM	SQFT
LANE	24	NO	14
CLEAR	27	BIKE	21
KEEP	24	BUS	20
HOV	18	ONLY	22
TRAIL	23	FWY	16
EXPRS	30		

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A 24E

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

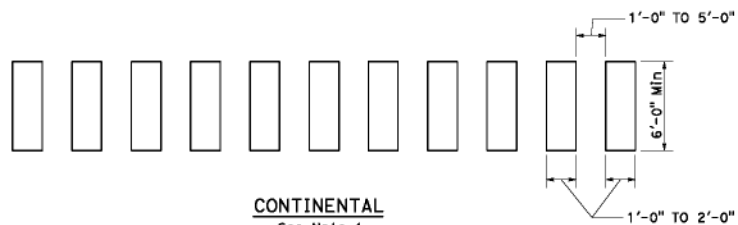
REGISTERED CIVIL ENGINEER

May 1, 2023

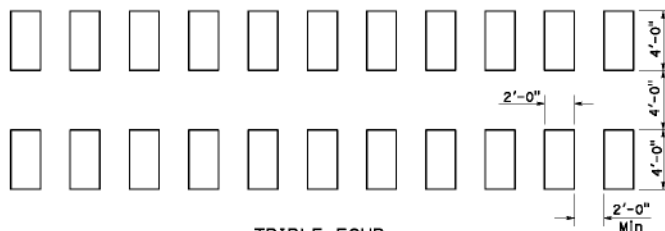
PLANS APPROVAL DATE

Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

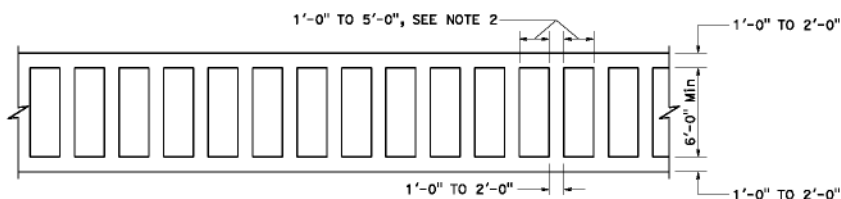
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



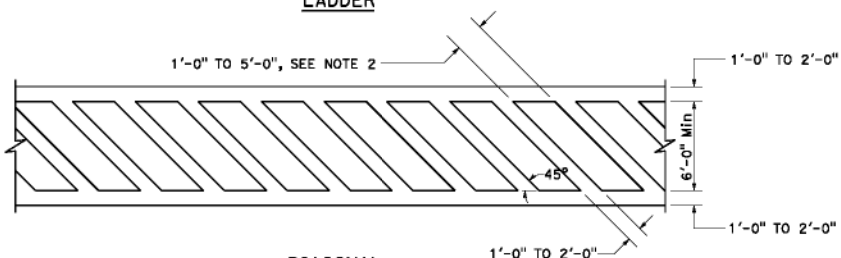
CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1



LADDER

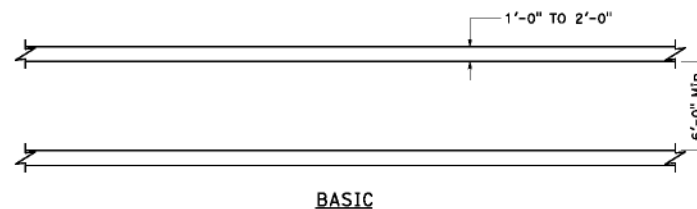


DIAGONAL

HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

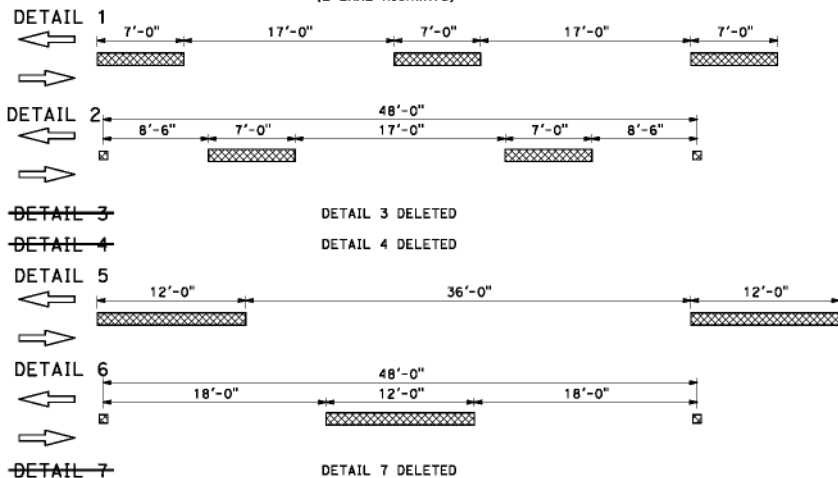


BASIC

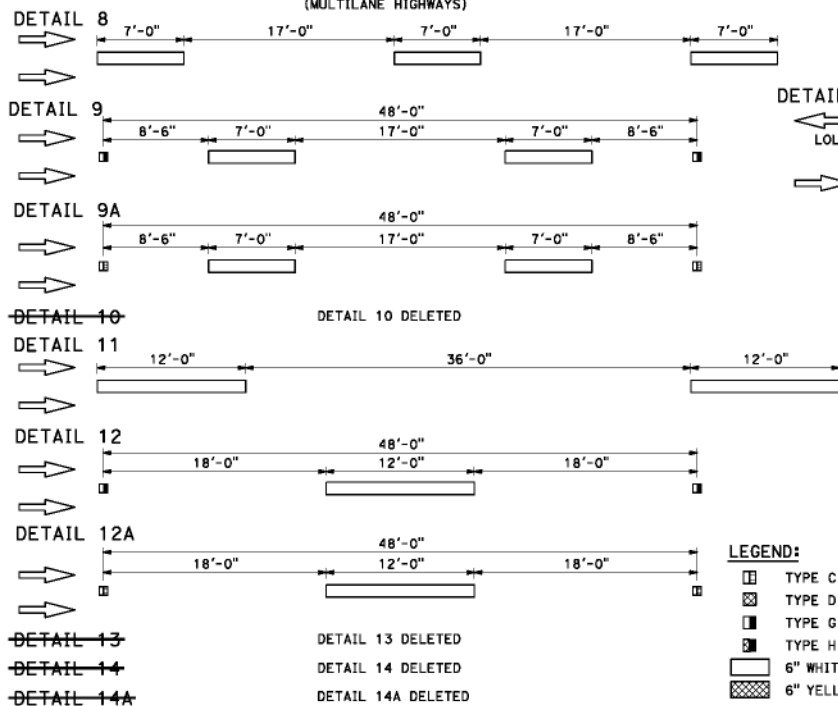
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F

CENTERLINES (2 LANE HIGHWAYS)

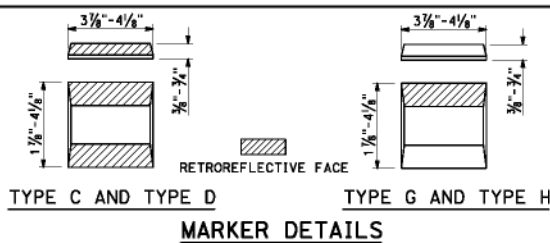


LANE LINES (MULTILANE HIGHWAYS)

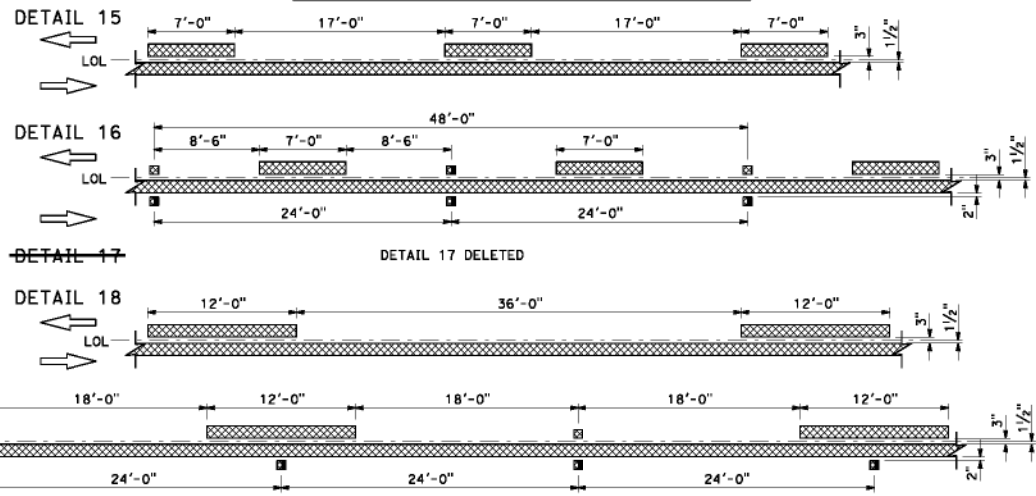


LEGEND:

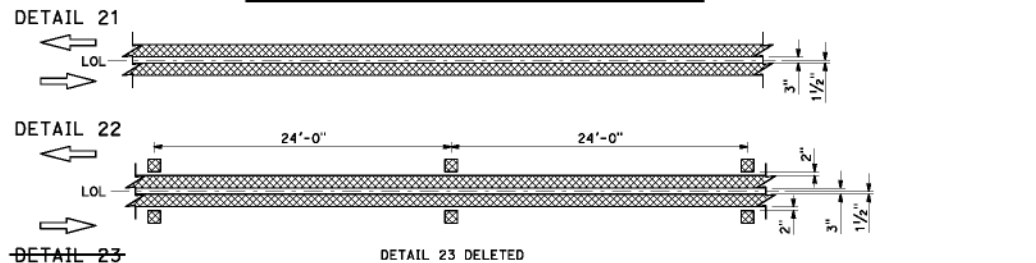
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE



NO PASSING ZONES - ONE DIRECTION



NO PASSING ZONES - TWO DIRECTION



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES

TYPICAL DETAILS

NO SCALE

A20A

DT&T	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	No.	SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

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Yue Wang
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STATE OF CALIFORNIA

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

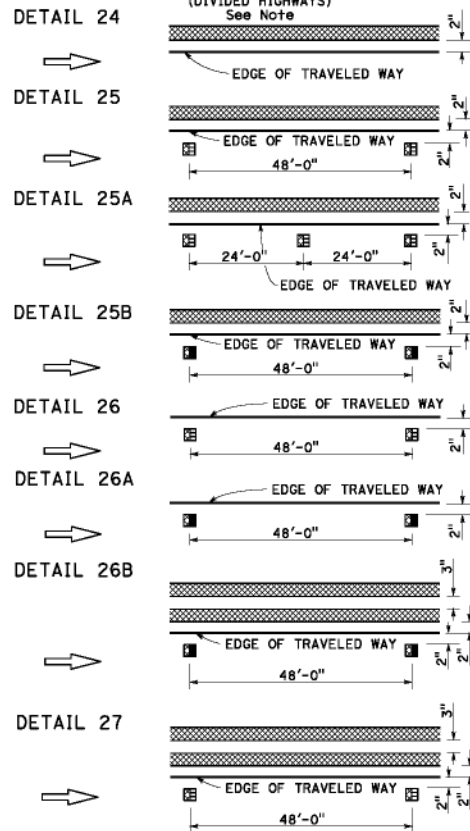
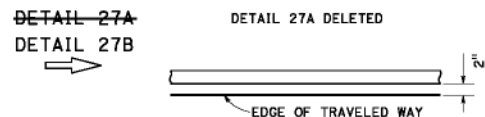
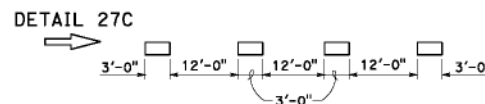
REGISTERED CIVIL ENGINEER

May 1, 2023

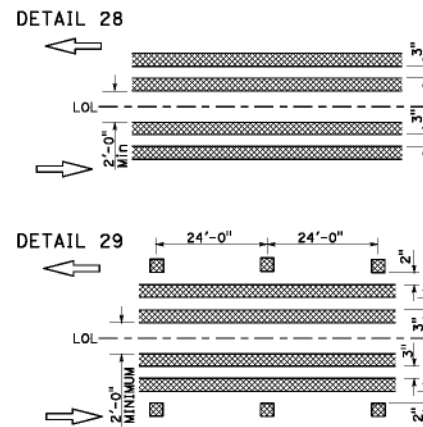
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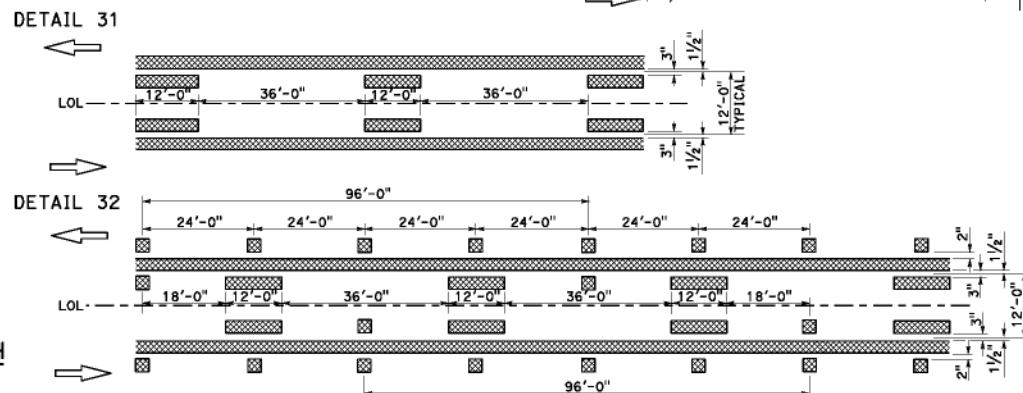
Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

LEFT EDGE LINES**RIGHT EDGE LINES****RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS**

LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

MEDIAN ISLANDS

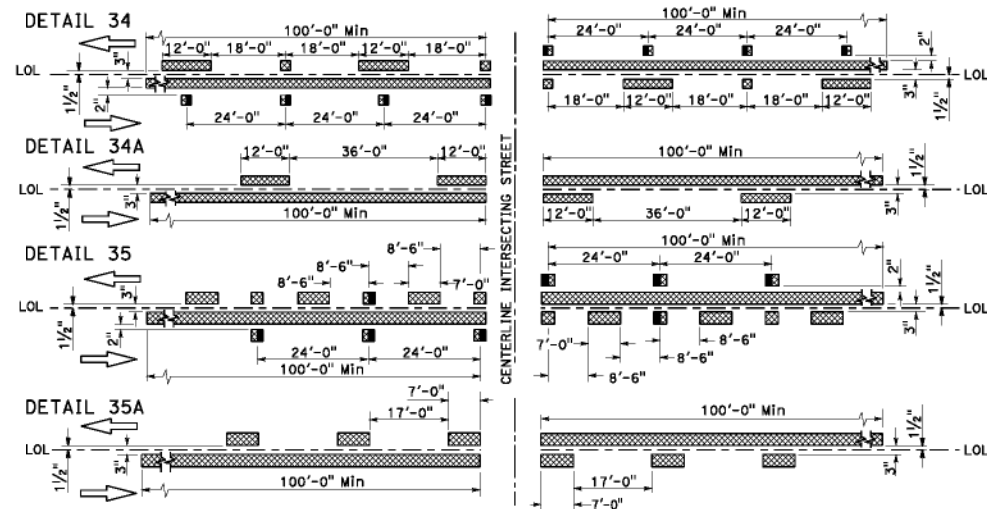
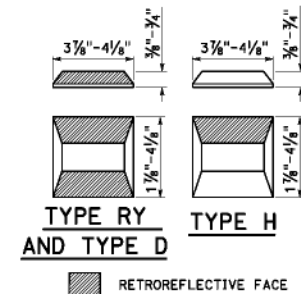
~~DETAIL 30~~ DETAIL 30 DELETED

TWO-WAY LEFT TURN LANES

~~DETAIL 33~~ DETAIL 33 DELETED

LEGEND:

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

INTERSECTION TREATMENTS**MARKER DETAILS**

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES

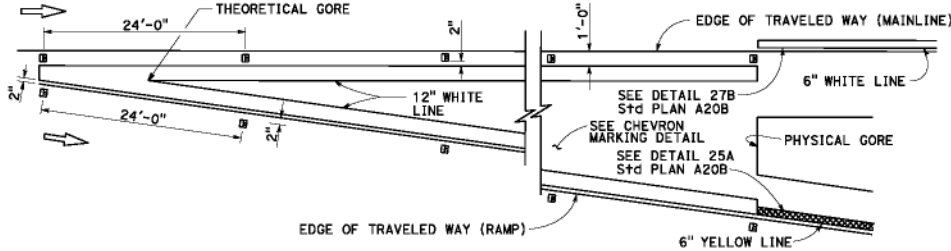
TYPICAL DETAILS

NO SCALE

A20B

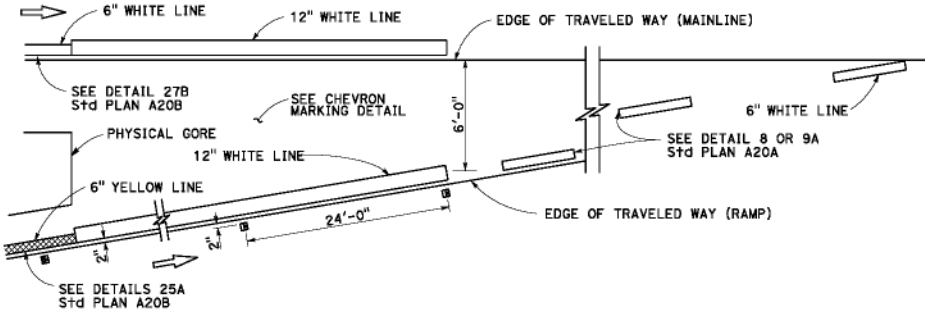
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



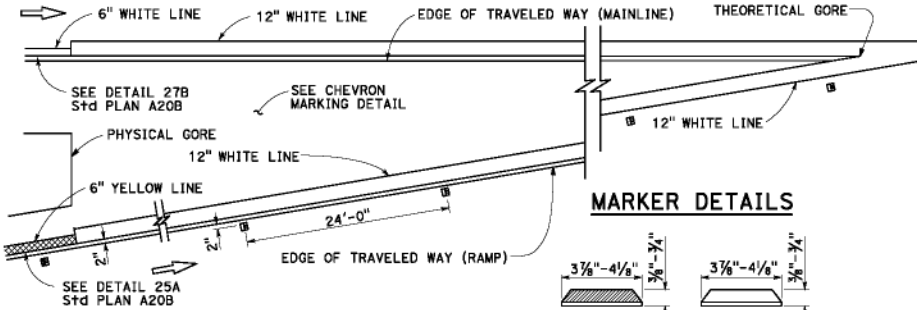
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A

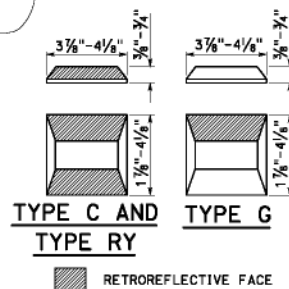


ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



MARKER DETAILS



LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER

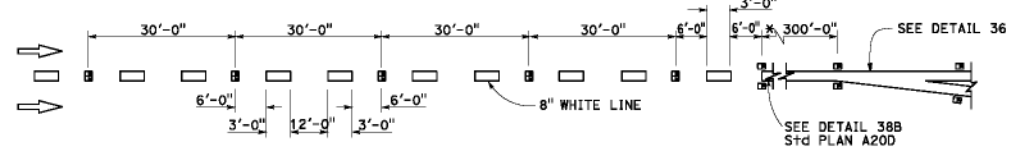
NOTES:

Install a minimum of 1 chevron in the gore area, if at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore.

Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.

LANE DROP AT EXIT RAMP

DETAIL 37



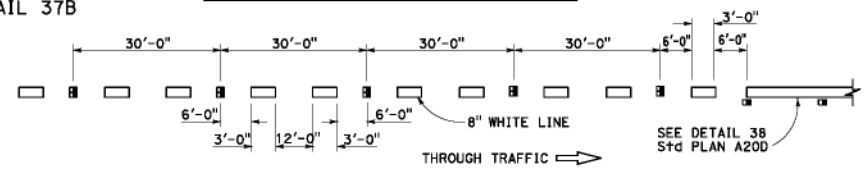
* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

DETAIL 37A

DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

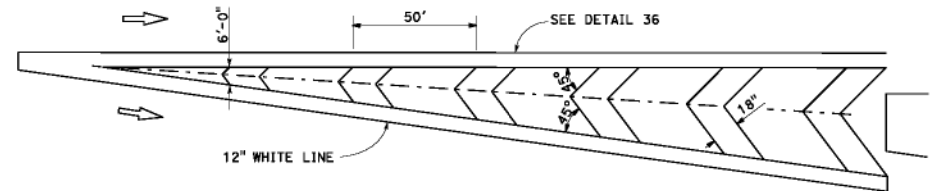
DETAIL 37B



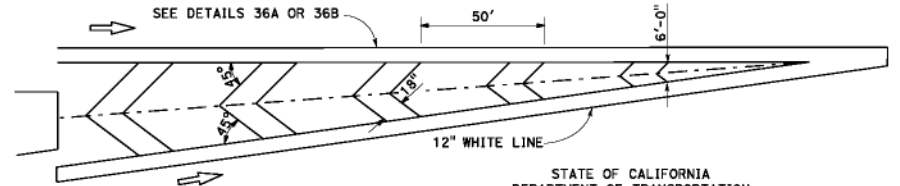
DETAIL 37C

DETAIL 37C DELETED

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20C

DIST	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	No.	SHEET
			REGISTERED CIVIL ENGINEER		
			PLANS APPROVAL DATE		
			May 1, 2023		
			No. C82065		
			Exp. 3-31-24		
			CIVIL		
			STATE OF CALIFORNIA		

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER

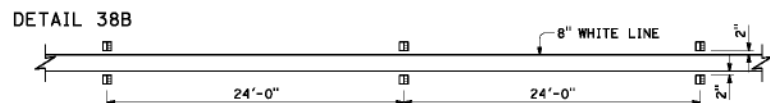
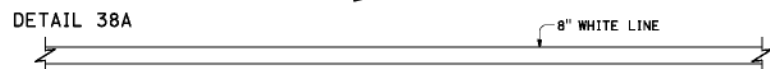
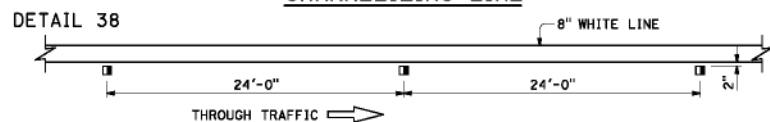
Yue Wang

No. C82065

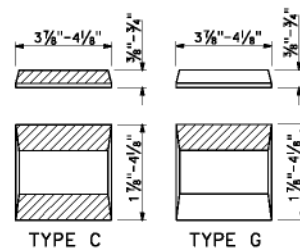
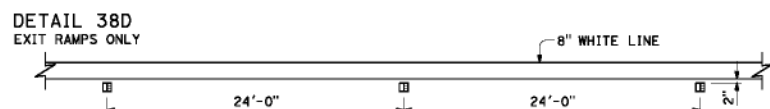
Exp. 3-31-24

CIVIL

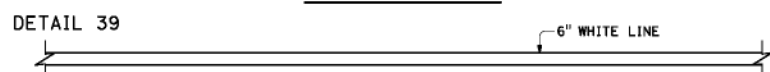
STATE OF CALIFORNIA

CHANNELIZING LINE

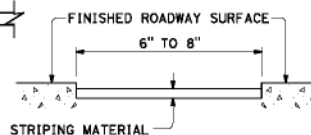
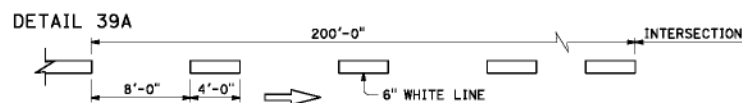
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RETROREFLECTIVE FACE
MARKER DETAILS

BIKE LANE LINE

**INTERSECTION LINE
BIKE LANE**

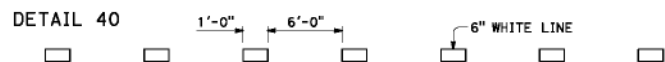


**DETAIL FOR RECESSED
TRAFFIC STRIPE**

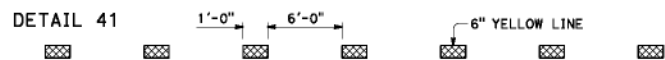
See Notes A and B

RECESSED NOTES:

- See typical traffic line details for pavement marking patterns.
- See Standard Specifications for recess depth and recess striping material thickness.

LANE LINE EXTENSIONS THROUGH INTERSECTIONS

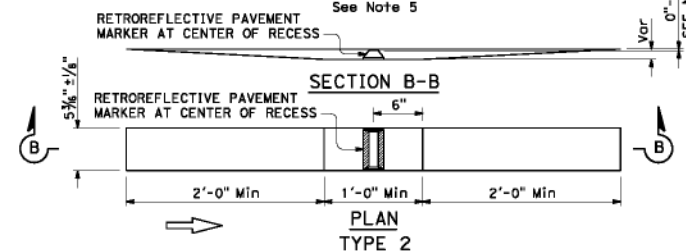
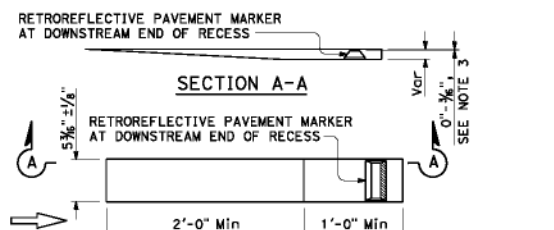
~~DETAIL 40A~~ DETAIL 40A DELETED

CENTERLINE EXTENSIONS THROUGH INTERSECTIONS

~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- 6" YELLOW LINE

**RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER**

See Note 4

RECESSED MARKER NOTES:

- See typical traffic line details for marker patterns to be used with recessed pavement markers.
- The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- The top of pavement markers installed in recesses shall be 0" to 1/8" below the pavement surface.
- Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.
- For exit ramps, use Type 1 recess for Type R markers with one-way retroreflective face. Reverse the orientation of the recess and place the marker at the upstream end of the recess.

**RETROREFLECTIVE PAVEMENT MARKER
FOR RECESSED INSTALLATION**

See Notes 1 and 2

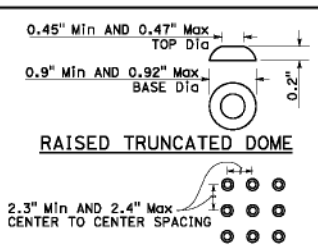
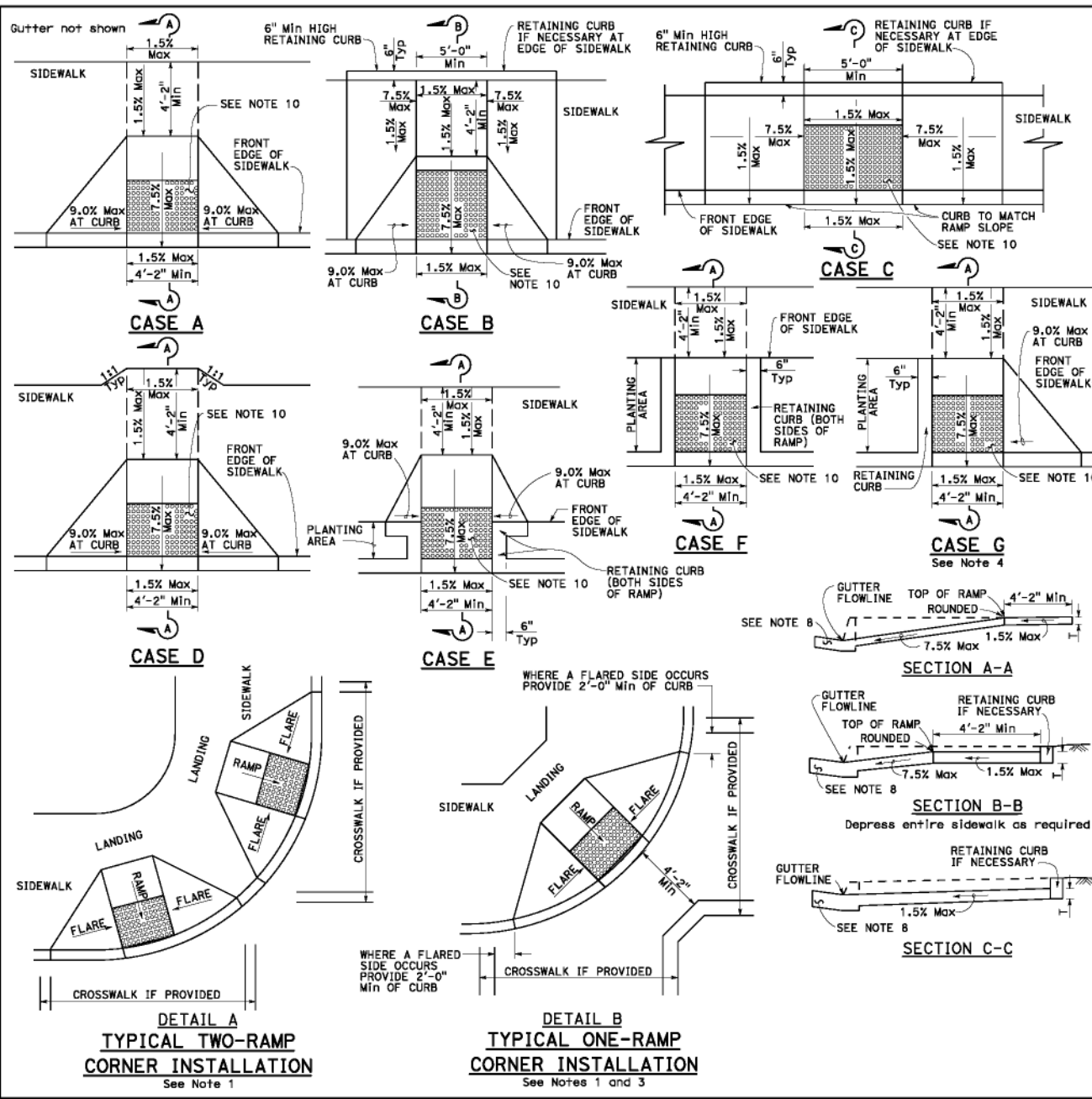
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

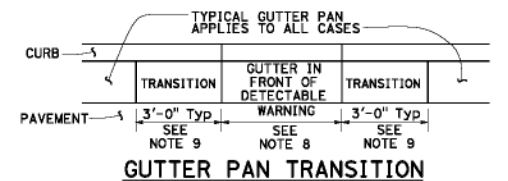
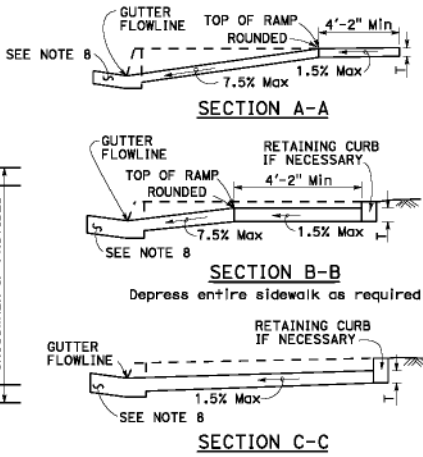
A20D

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RAISED TRUNCATED DOME PATTERN (IN-LINE)
DETECTABLE WARNING SURFACE

- See Note 10
- NOTES:**
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1v:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 11. Sidewalk and ramp thickness "T", shall be 3 1/2" minimum.
 12. Utility pull boxes, manholes, vaults, and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

A88A

101+	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

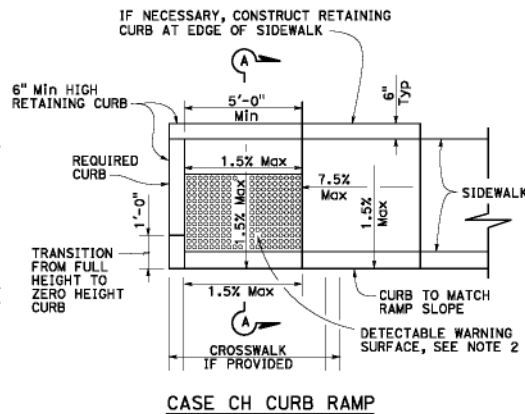
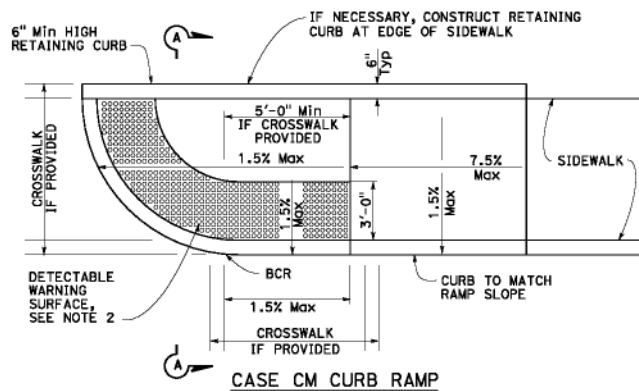
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

Rebecca Lynn Mowry
No. CS4415
Exp. 12-31-25
CIVIL
STATE OF CALIFORNIA

2023 STANDARD PLAN A88A

Gutter not shown



NOTES:

1. Sidewalk, ramp and passageway thickness "T", shall be 3 1/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

DT 	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL

REGISTERED CIVIL ENGINEER

May 1, 2023

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

Rebecca Lynn Mowry

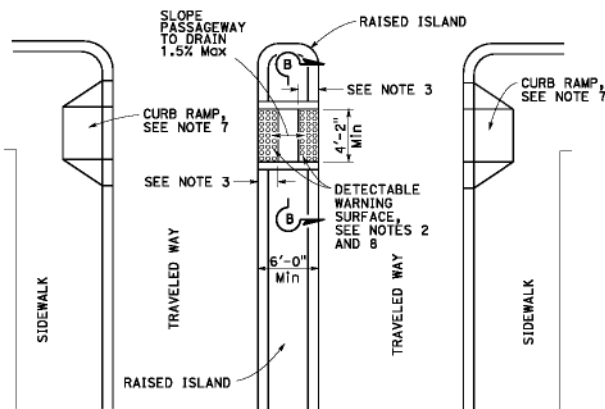
REGISTERED PROFESSIONAL ENGINEER

No. CS4415

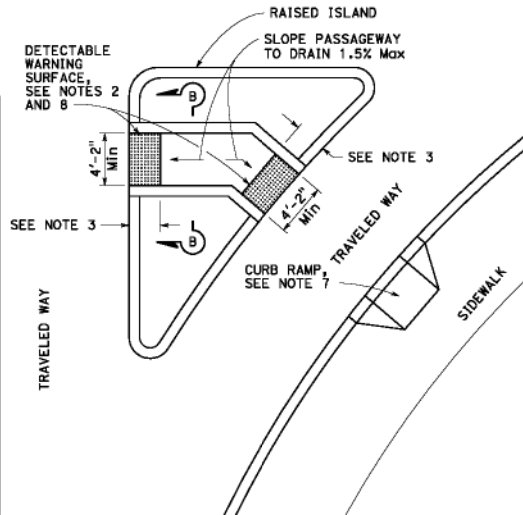
Exp. 12-31-25

CIVIL

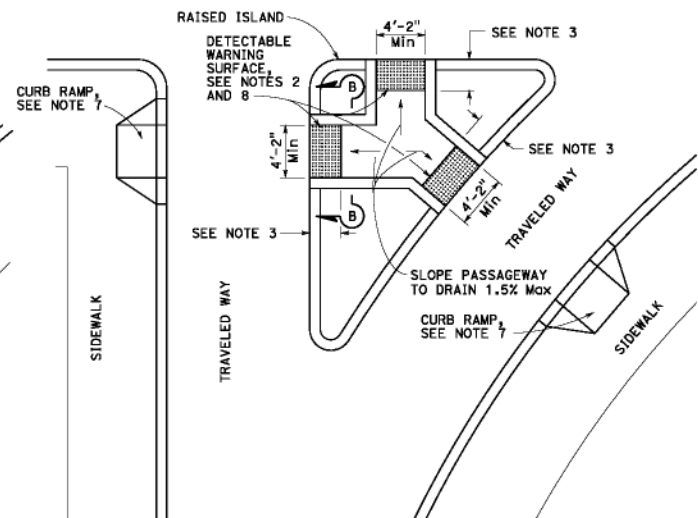
STATE OF CALIFORNIA



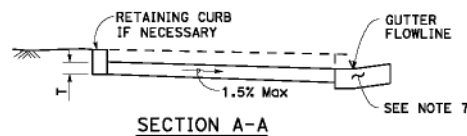
TYPE A PASSAGEWAY



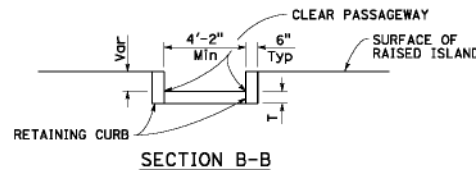
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION A-A



SECTION B-B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**CURB RAMP AND
ISLAND PASSAGEWAY DETAILS**
NO SCALE

A88B

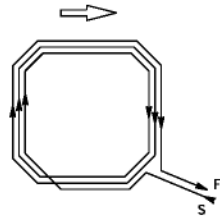
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Omar Mendoza
REGISTERED CIVIL ENGINEER

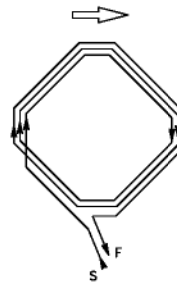
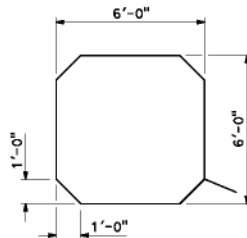
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PLANS APPROVAL DATE

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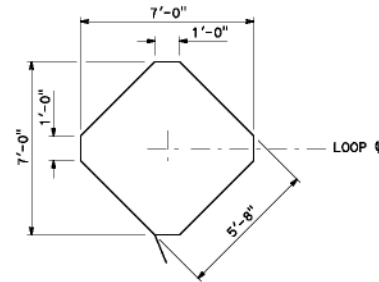
REGISTERED PROFESSIONAL ENGINEER
No. E17982
Exp. 12-31-24
ELECTRICAL
STATE OF CALIFORNIA



WINDING DETAIL
TYPE A LOOP DETECTOR CONFIGURATION

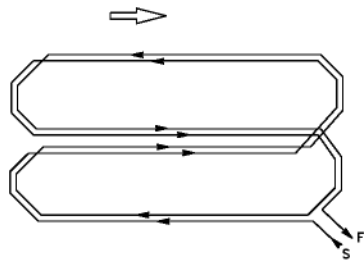


WINDING DETAIL
TYPE B LOOP DETECTOR CONFIGURATION

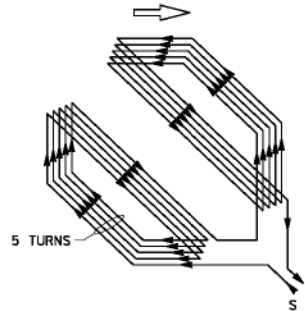
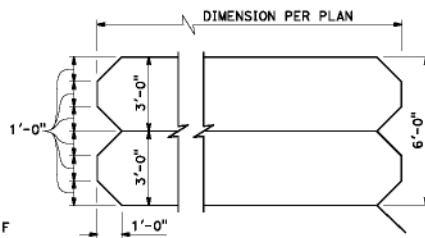


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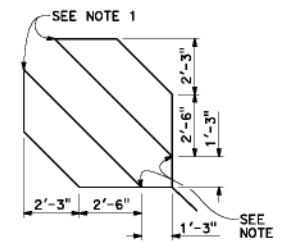
1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.



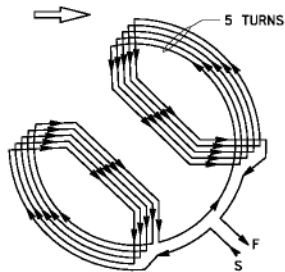
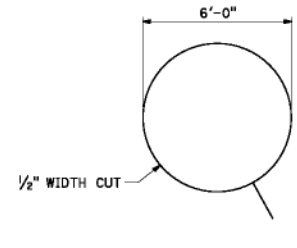
WINDING DETAIL
TYPE C LOOP DETECTOR CONFIGURATION



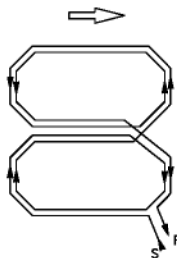
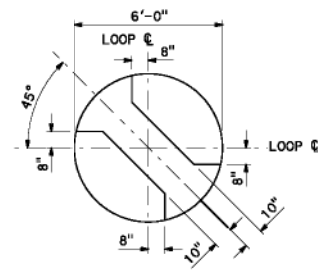
WINDING DETAIL
TYPE D LOOP DETECTOR CONFIGURATION



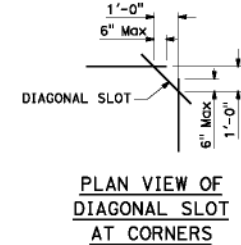
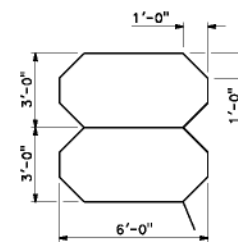
WINDING DETAIL
TYPE E LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE F LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE Q LOOP DETECTOR CONFIGURATION

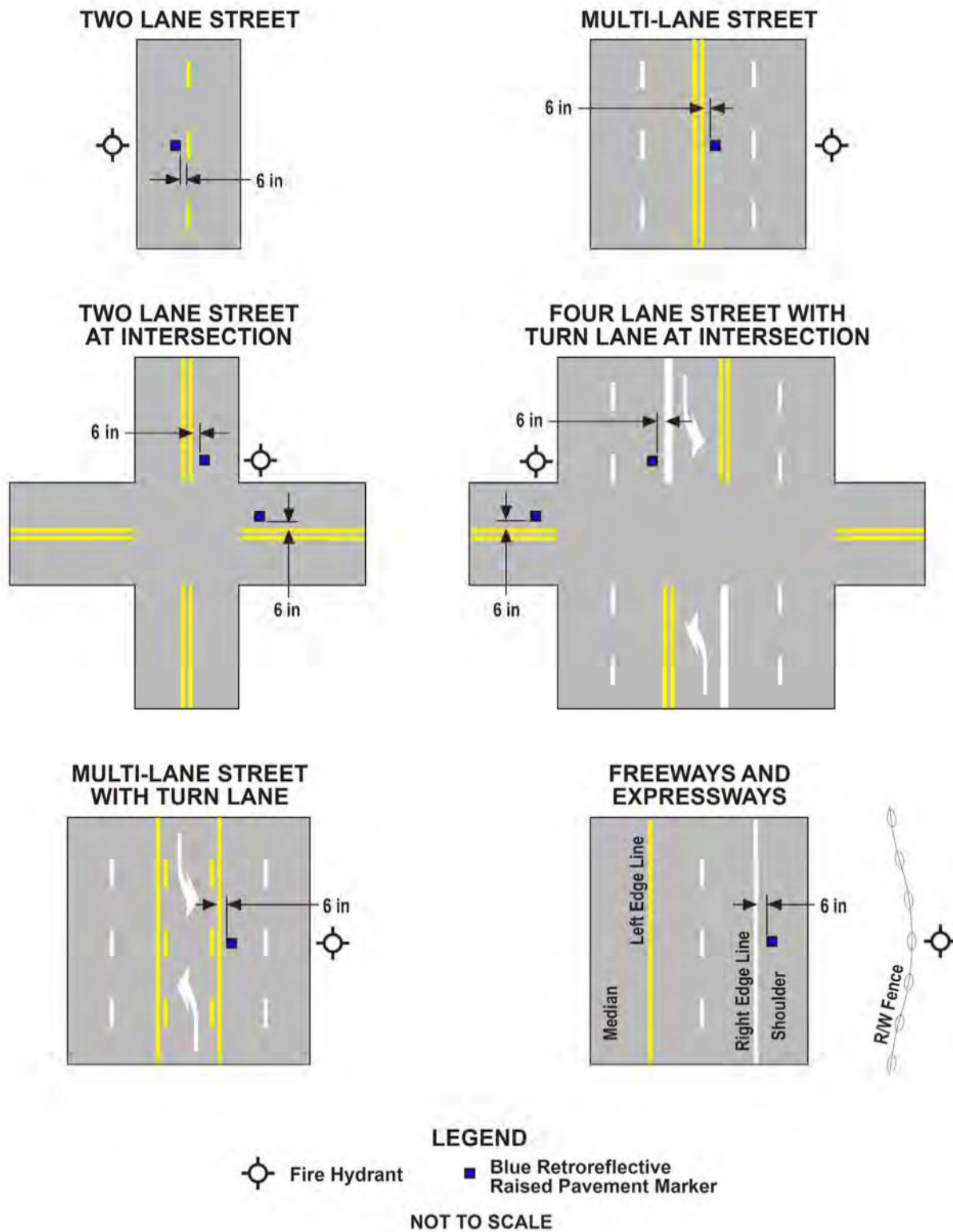


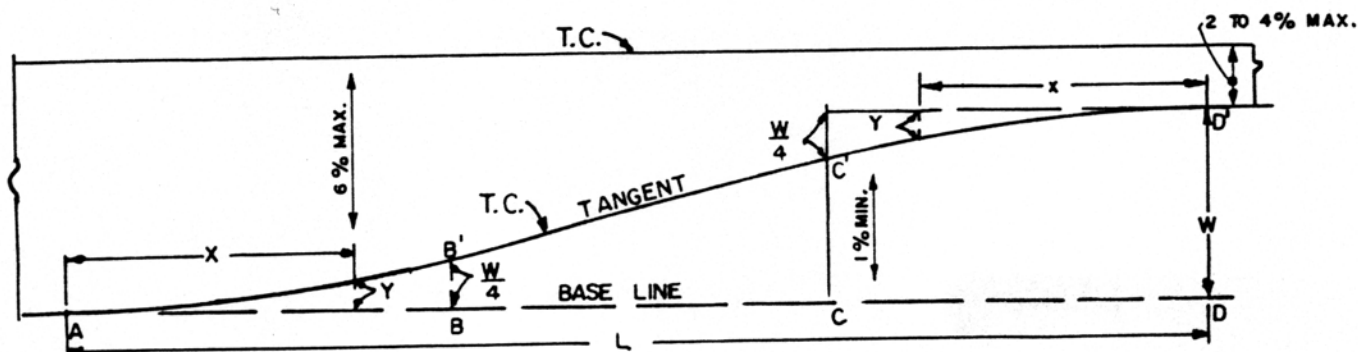
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

ES-5B

Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers





W = Width of left turn pocket

L = Length of taper

AB=BC=CD= $\frac{L}{3}$

AB' and CD' are parabolic curves except on curved alignments

X = Distance from point "A" along base line

Y = Offset from base line = $2.25W X^2 / L^2$

SINGLE LEFT TURN POCKET

L=90' W=10'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'
Y	0.00'	0.28'	1.11'	2.50'	4.17'	5.83'	7.50'	8.89'	9.72'	10.00'

L=60' * W=10'

X	0'	10'	20'	30'	40'	50'	60'
Y	0.00'	0.62'	2.50'	5.00'	7.50'	9.38'	10.00'

DOUBLE LEFT TURN POCKET

L=150' W=20'

X	0'	10'	20'	30'	40'	50'	60'	70'	80'	90'	100'	110'	120'	130'	140'	150'
Y	0.00'	0.20'	0.80'	1.80'	3.20'	5.00'	7.00'	9.00'	11.00'	13.00'	15.00'	16.80'	18.20'	19.20'	19.80'	20.00'

NOTE:

In the case when the base line is curved the offsets are calculated by assuming the base line to be a tangent they are then applied to the curved base line. AB' and CD' are no longer parabolic and BC is no longer a tangent.

* Use 60' transition when insufficient distance is available for 90' transition or where approved by the Engineer.

CITY OF COSTA MESA
CALIFORNIA
PUBLIC SERVICES DEPARTMENT

PARABOLIC MEDIAN CURB TRANSITION

APPROVED:

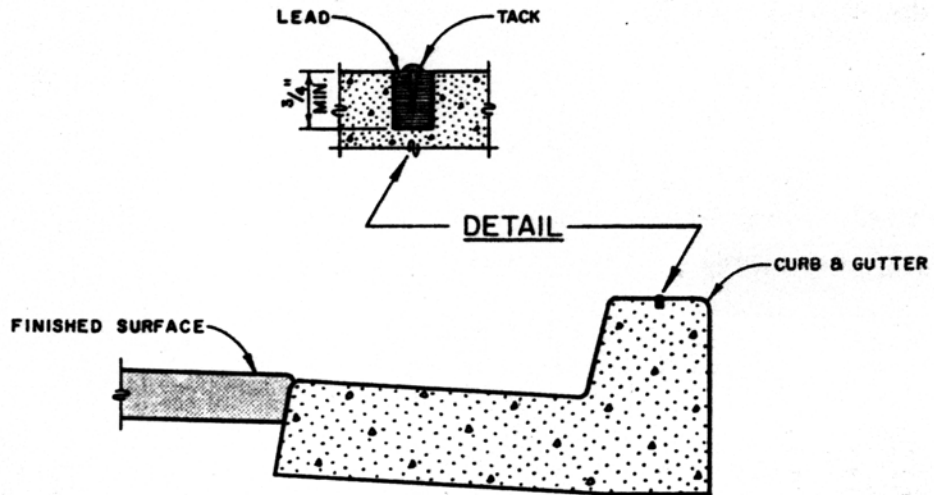
BDMattern DATE: 12/13/85
BRUCE D. MATTERN R.C.E. 19388

DRAWN: C.P.R.

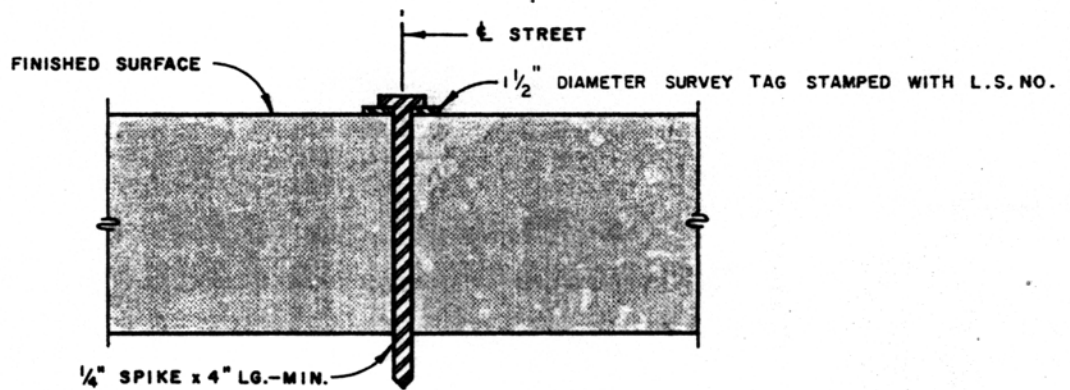
SCALE: NONE

STD. DWG. NO.

116



SECTION



SECTION

NOTES:

1. ALL TIE POINTS SHALL BE LEAD & TACK. LEAD SHALL BE A MIN. OF $\frac{3}{4}$ inch DEEP AND TACKS SHALL BE MADE OF BRASS.
2. ALL INTERSECTION & CENTER LINE CONTROL POINTS SHALL BE SPIKE & WASHER.
3. ALL CONTROL POINTS SHALL HAVE A MIN. OF 4 TIES, WITH TIES PLACED SUCH THAT A PROPER ANGLE IS OBTAINED FROM THE TIE TO THE CONTROL POINT AS DETERMINED BY THE CITY ENGINEER.
4. RECORD CENTER LINE TIE DATA ON TIE SHEET AVAILABLE AT THE CITY OF COSTA MESA, ENGINEERING DIVISION.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SURVEY CENTER LINE TIES

APPROVED

BRUCE D. MATTERN R.C.E. 19399

DATE

12/13/05

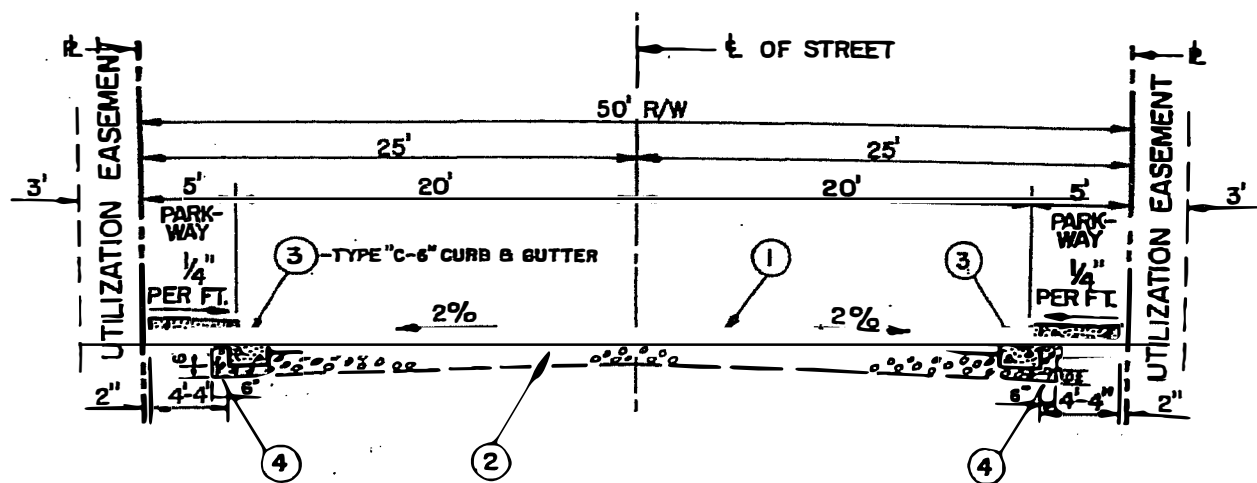
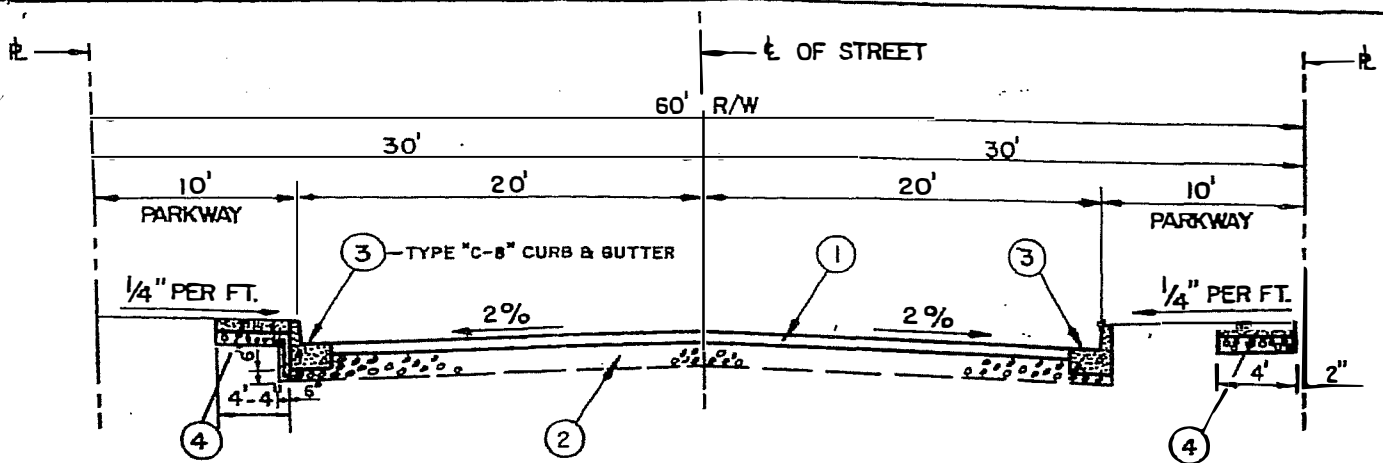
DRAWN Y.A.B.

SCALE NONE

STD. DWG. NO.

615

REV.



NOTE:

50' R/W TO BE USED WITH CITY COUNCIL APPROVAL ONLY.

NOTES:

- ① ASPHALTIC CONCRETE PAVEMENT (4" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ② CRUSHED AGGREGATE BASE (8" THICKNESS). ACTUAL THICKNESS TO BE DETERMINED AFTER ROUGH GRADING.
- ③ TYPE "C-5" OR "C-6" CURB AND GUTTER PER STD. DWG. NO. 312.
- ④ 4" P.C.C. SIDEWALK PER STD. DWG. NO. 411.

DRIVEWAY LOCATIONS AND SLOPES SHALL BE APPROVED BY THE CITY ENGINEER ON STREETS WITH 50' R/W.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPICAL SECTION
60' & 50' RESIDENTIAL STREETS

APPROVED

BRUCE D. MATTEO

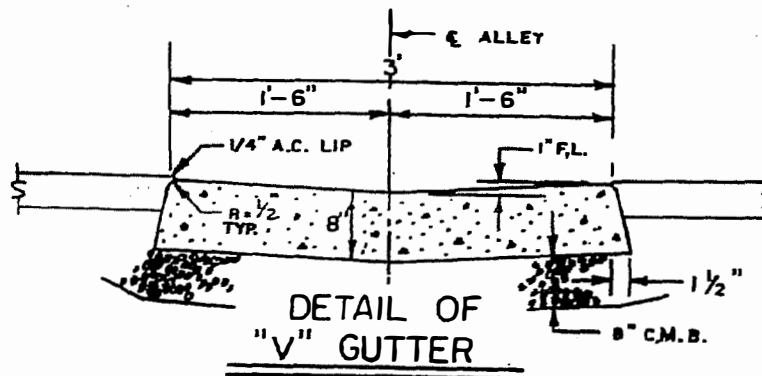
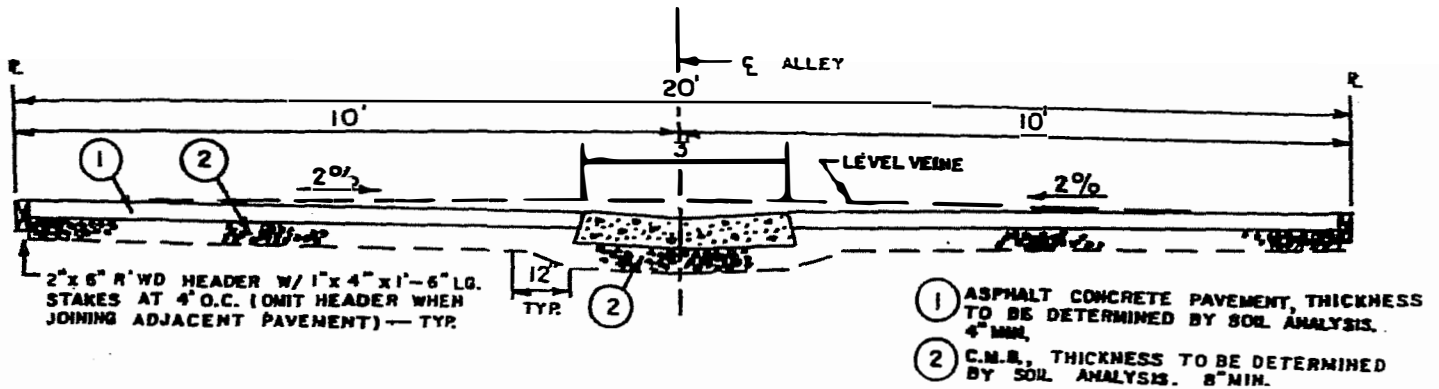
R.C.E. 19388

DRAWN J.C.B.

SCALE NONE

STD. DWG. NO.

114 789



NOTES:

1. CONCRETE SHALL BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.
2. ALLEYS SHALL NOT RECEIVE STREET DRAINAGE.
3. ALLEY APPROACH SEE CITY STD. DWG. 514.
4. 1/4 INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND 1/8" x 2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS IN THE P.C.C. "V" GUTTER, FOR DETAILS SEE CITY STD. DWG. NO. 314.

CITY OF COSTA MESA
CALIFORNIA
ENGINEERING DEPARTMENT

TYPICAL SECTION ALLEY AND "V" GUTTER

APPROVED

BRUCE D. MATTERN RCE 19388

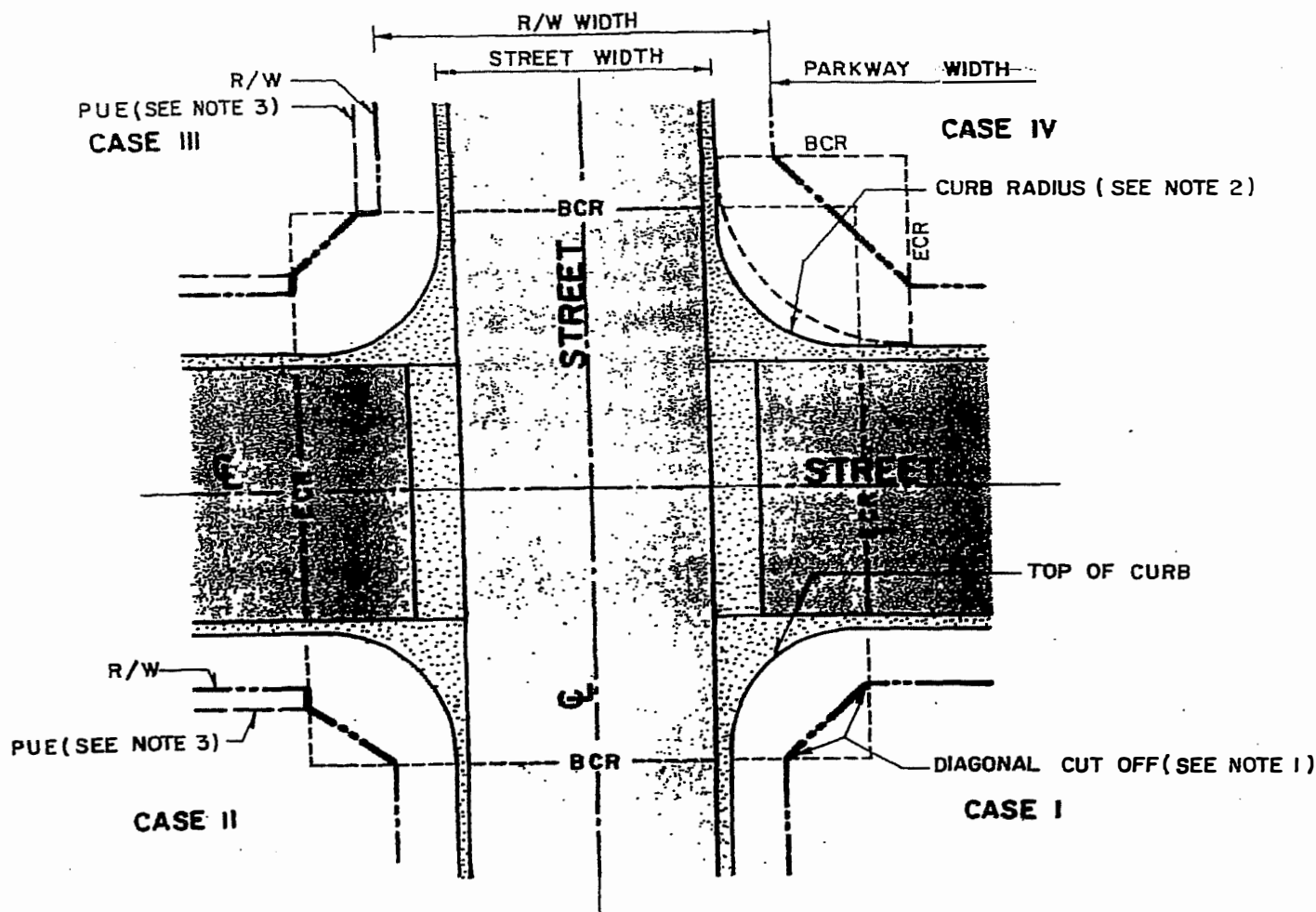
DATE

DRAWN B.T.M.

SCALE NONE

STD. DWG. NO.

118



PLAN

PARKWAY WIDTHS:

5'	FOR	50'	R/W
10'	FOR	60'	R/W
7'	FOR	84'	R/W
7'	FOR	106'	R/W
8'	FOR	120'	R/W

NOTES:

1. THE PROPERTY LINE DIAGONAL CUT-OFF IS A STRAIGHT LINE DRAWN BETWEEN THE R/W LINES (OR PUE LINES, IF EXISTING) AT THE BCR AND ECR.
2. ALL CURB RETURN RADII SHALL BE 25' UNLESS BOTH STREETS ARE ON THE MASTER PLAN OF HIGHWAYS, AND THEN THE DIAGONAL CUT-OFF SHALL BE FOR A 35' CURB RETURN RADIUS.
3. ALL 50' STREETS REQUIRE A 3' PUBLIC UTILIZATION EASEMENT. SEE STD. DWG. NO. 114.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

CURB RETURN RADII AND PROPERTY
LINE DIAGONAL CUT-OFF

APPROVED

BRUCE D. MATTERN R.C.E. 19388

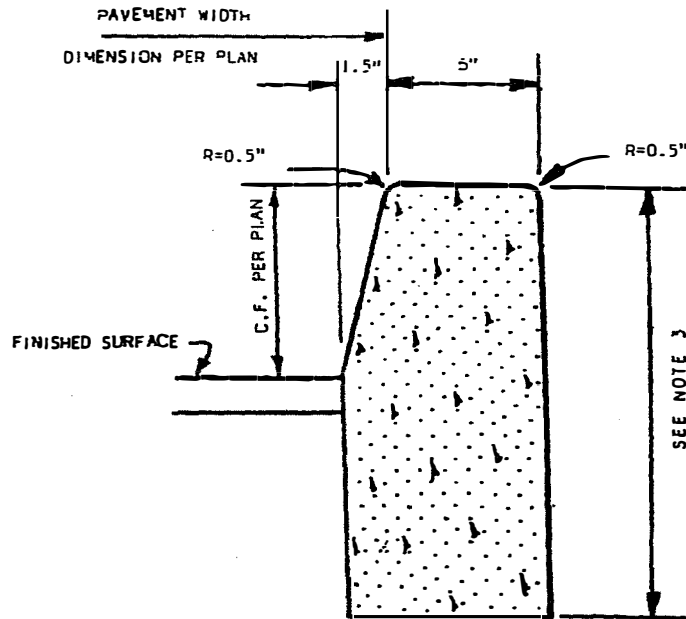
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DRAWN F.S.

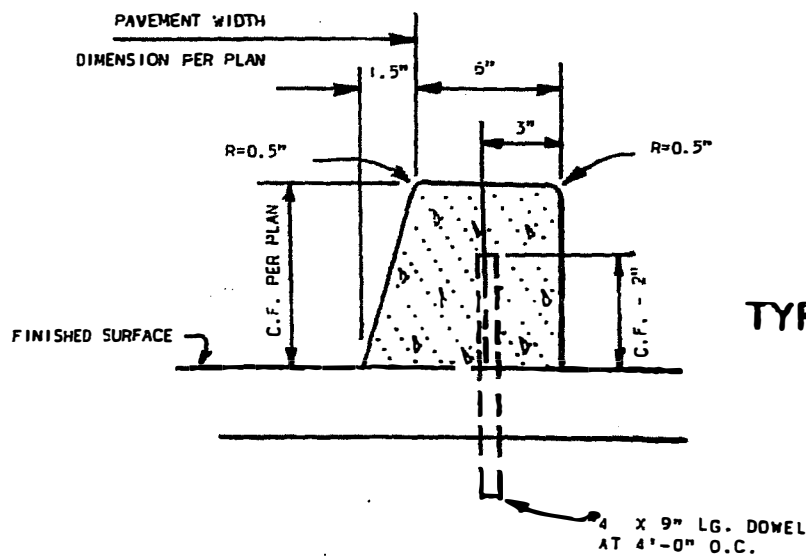
SCALE NONE

STD. DWG. NO.

214



TYPE "A" CURB



TYPE "B" CURB

NOTES

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL MEDIAN NOSES. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS SEE STD. DNG. NO. 314.
2. DOWELS FOR TYPE "B" CURB MAY BE DELETED WHEN EXTRUDED CONCRETE IS BONDED TO THE PAVEMENT WITH APPROVED ADHESIVE, EXCEPT THE ISLAND NOSES WHICH SHALL BE DOWELED.
3. WHERE MEDIANS ARE LANDSCAPED, CURB SHALL EXTEND 6" BELOW SUB-GRADE AND BE BACKED WITH A 20 MIL PLASTIC MOISTURE BARRIER THAT EXTENDS 6" BELOW CURB. C.F. AND H SHALL BE PER PLAN.
4. THESE CURBS ARE NON-WATER CARRYING. TRANSITION TO TYPE "C" CURB AND GUTTER PER PLAN.
5. CONCRETE SHALL BE 560-~~C-310~~ PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.

REVISED 4-16-86

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPES "A" & "B" CURBS

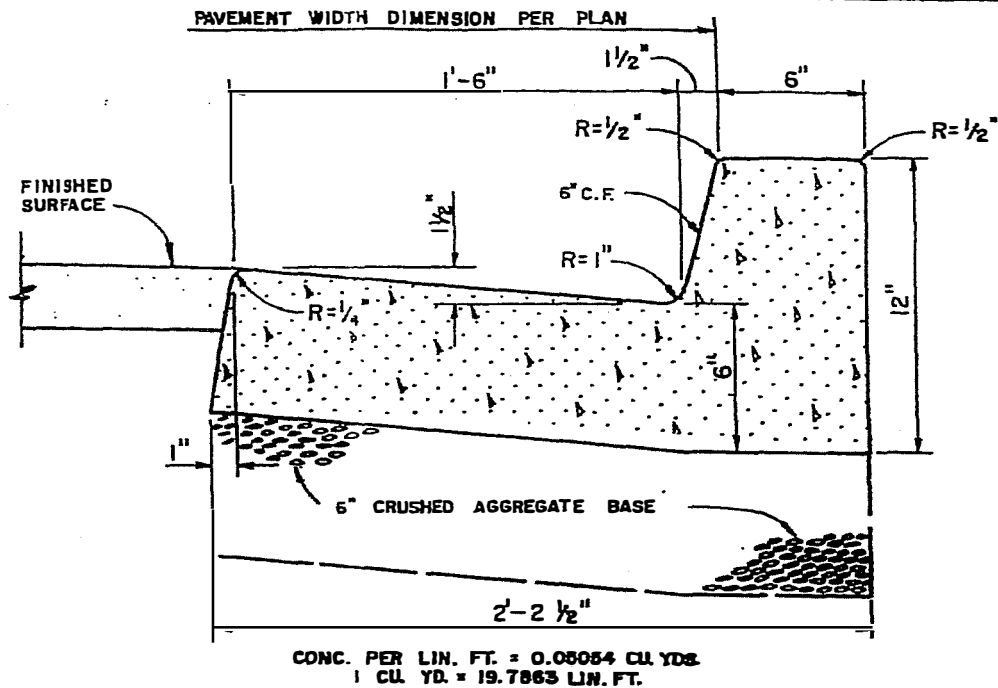
APPROVED *B. D. Matten* DATE 4/23/86
BRUCE MATTEW B. C. E. 14188

DRAWN DWL

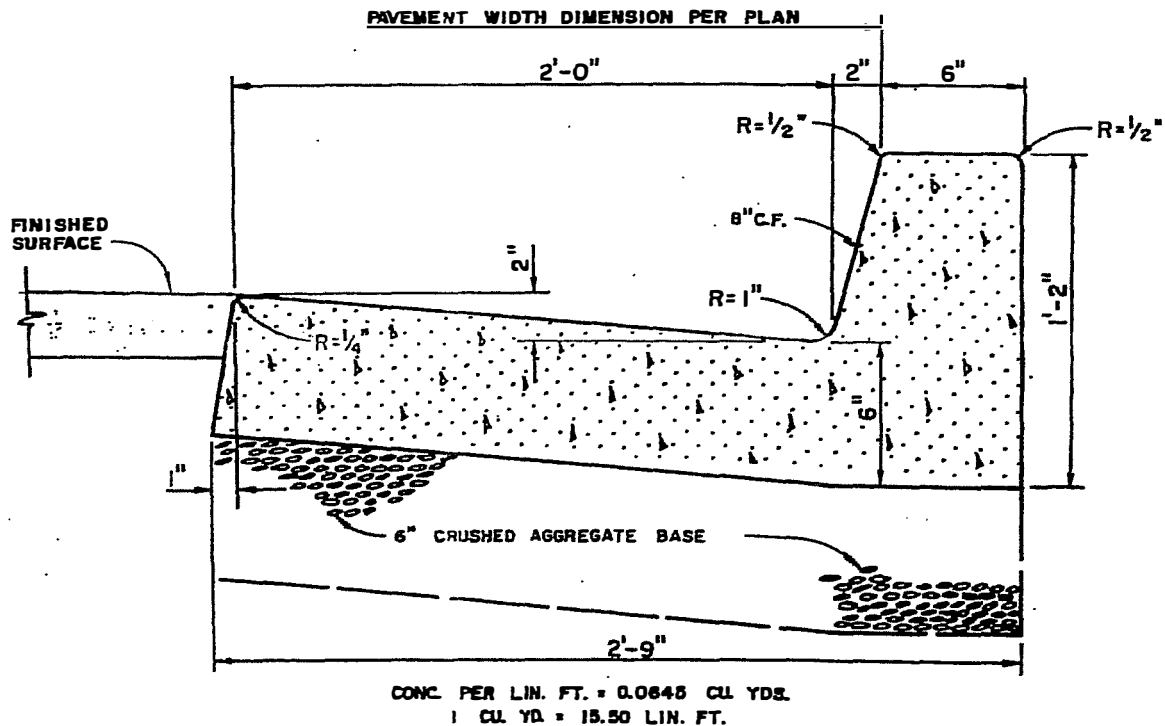
SCALE NONE

STD. DNG. NO.

311



TYPE "C-6" CURB & GUTTER



TYPE "C-8" CURB & GUTTER

NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT ALL B.C.R.'S E.C.R.'S AND 1/8'X2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS. FOR DETAILS, SEE STD. DWG. NO. 314.
2. CONCRETE SHALL BE 560-C-325 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
3. SUBGRADE RELATIVE COMPACTION SHALL NOT BE LESS THAN 90%.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPE "C" CURB & GUTTER

APPROVED

B. D. Mattern
BRUCE D. MATTERN R.C.E. 19388

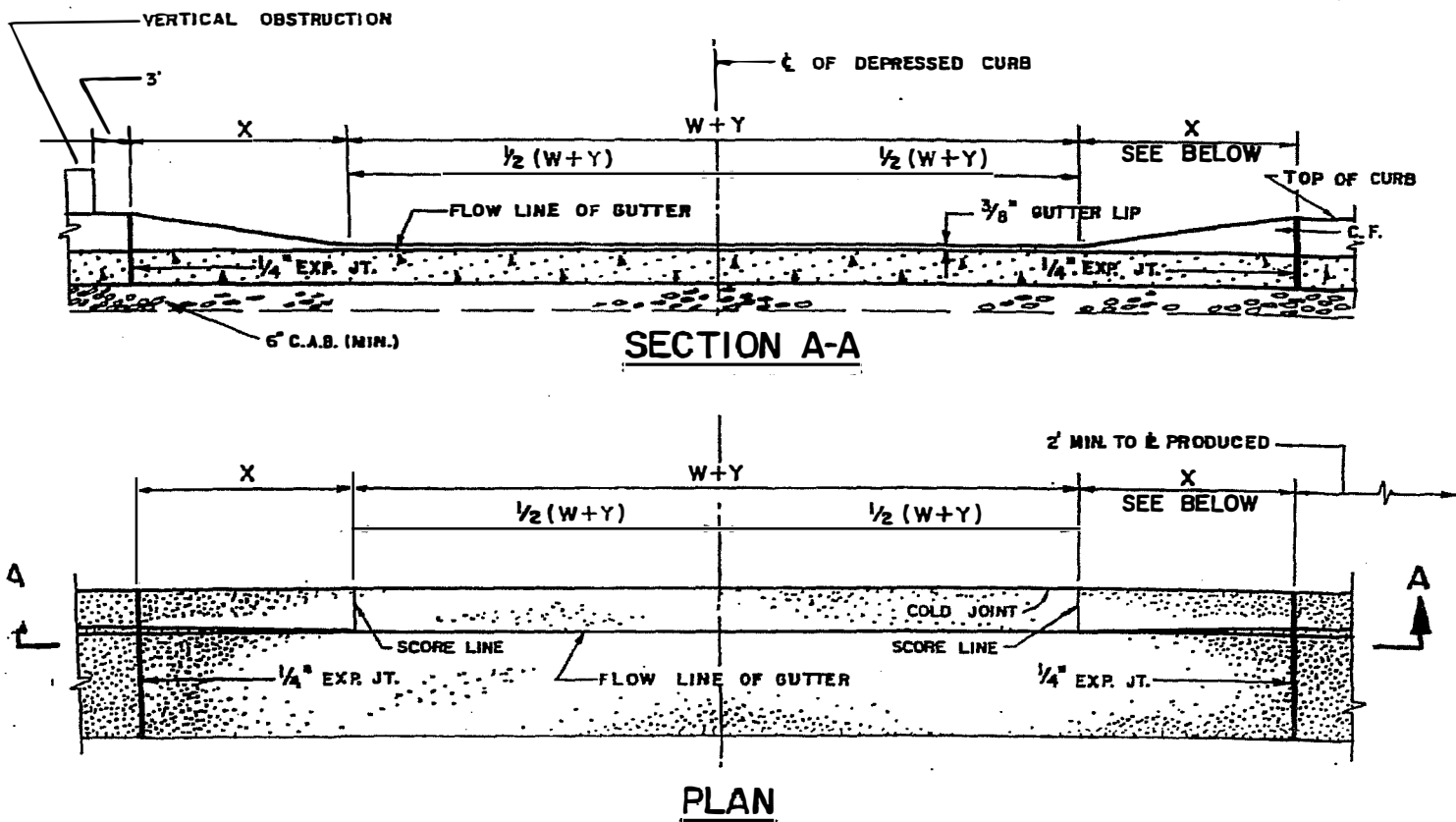
DATE 12/13/85

DRAWN M.K.S.

SCALE NONE

STD. DWG. NO.

312



NOTES:

1. FOR CURB AND GUTTER DETAILS, SEE STD. DWG. NO. 312.
2. FOR JOINT DETAILS, SEE STD. DWG. NO. 314.
3. CONCRETE TO BE 560-C-3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2
4. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY TRANSPORTATION SERVICES ENGINEER.

DIMENSIONS:

W=10' MIN.-16' MAX. FOR RESIDENTIAL DRIVEWAYS IN R-1 ZONE. Y=0.

W=16' MIN.-26' MAX. FOR OTHER DRIVEWAYS.

X= 4' FOR 6" CURB FACE.

X= 5' FOR 8" CURB FACE.

CITY OF COSTA MESA

CALIFORNIA

PUBLIC SERVICES DEPARTMENT

DEPRESSED CURB
FOR DRIVEWAY APPROACH

APPROVED

BDM
BRUCE D. MATTERN R.C.E. 19388

DATE 12/13/85

DRAWN M.K.S.

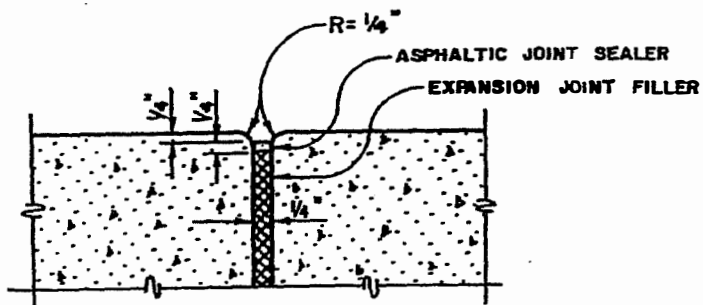
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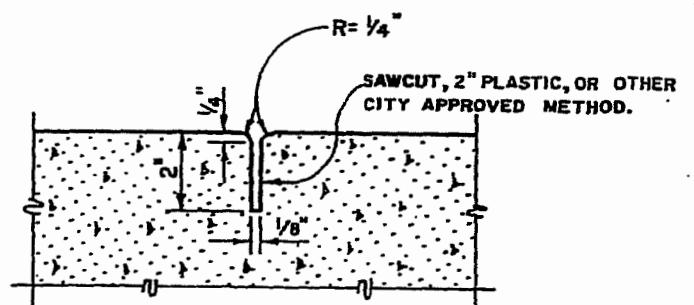
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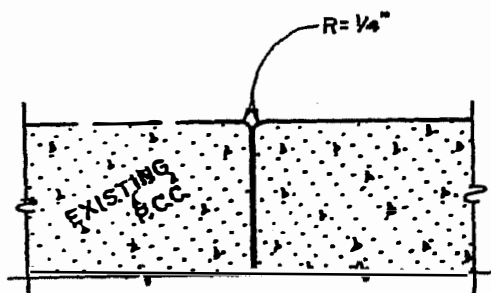
REV.



1/4" EXPANSION JOINT
40' INTERVALS



1/8" x 2" WEAKENED PLANE JOINT
10' INTERVALS



CONSTRUCTION JOINT

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

JOINT DETAILS

APPROVED

B.D. Mattern
BRUCE D. MATTERN R.C.E. 19388

DATE

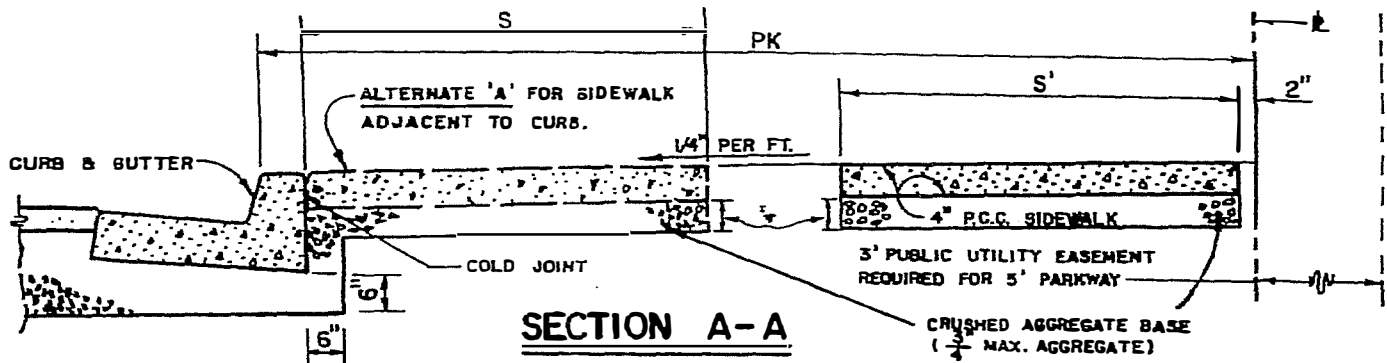
12/13/85

DRAWN M.K.S.

SCALE NONE

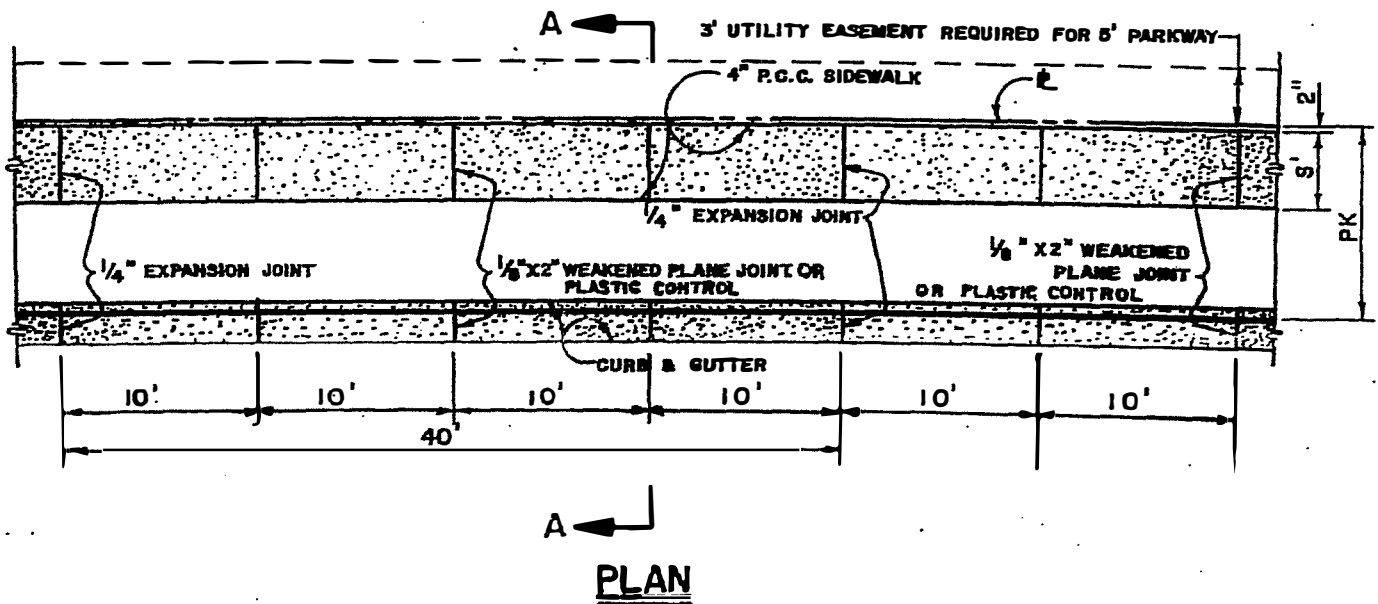
STD. DWG. NO.

314



DIMENSIONS:

PK = PARKWAY WIDTH	
S = SIDEWALK WIDTH	
50' R/W -- PK = 5'	S = 4'-4"
60' R/W -- PK = 10'	S = 4'-4"
84' R/W -- PK = 7'	S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
106' R/W -- PK = 7'	S = 4'-4" RESIDENTIAL, 6'-4" COMMERCIAL & INDUSTRIAL
120' R/W -- PK = 8'	S = 4'-4" RESIDENTIAL, 7'-4" COMMERCIAL & INDUSTRIAL
S' = 4'-0"	



NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. 1/8" X 2" PLASTIC CONTROL OR WEAKENED PLANE JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 320-C-2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS SEC. 201-1.3.2.
7. 10' INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED. IF JOINING EXISTING IMPROVEMENTS AND APPROVED BY CITY ENGINEER.
8. WIDE SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED OFF WITH 1/2" RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK DETAILS

APPROVED

BRUCE D. MATTERN R.C.E. 19308

DATE 12/12/05

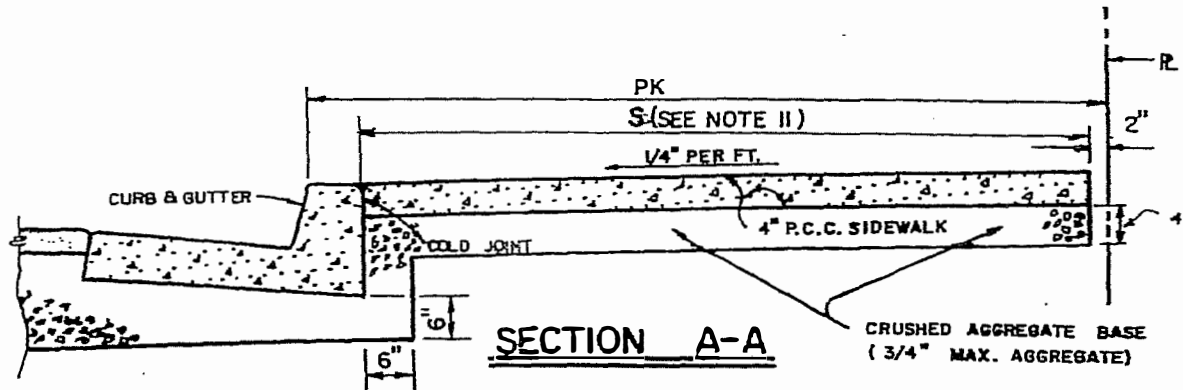
DRAWN: W.A.B.

SCALE: NONE

STD. DWG. NO.

411

796

**DIMENSIONS:**

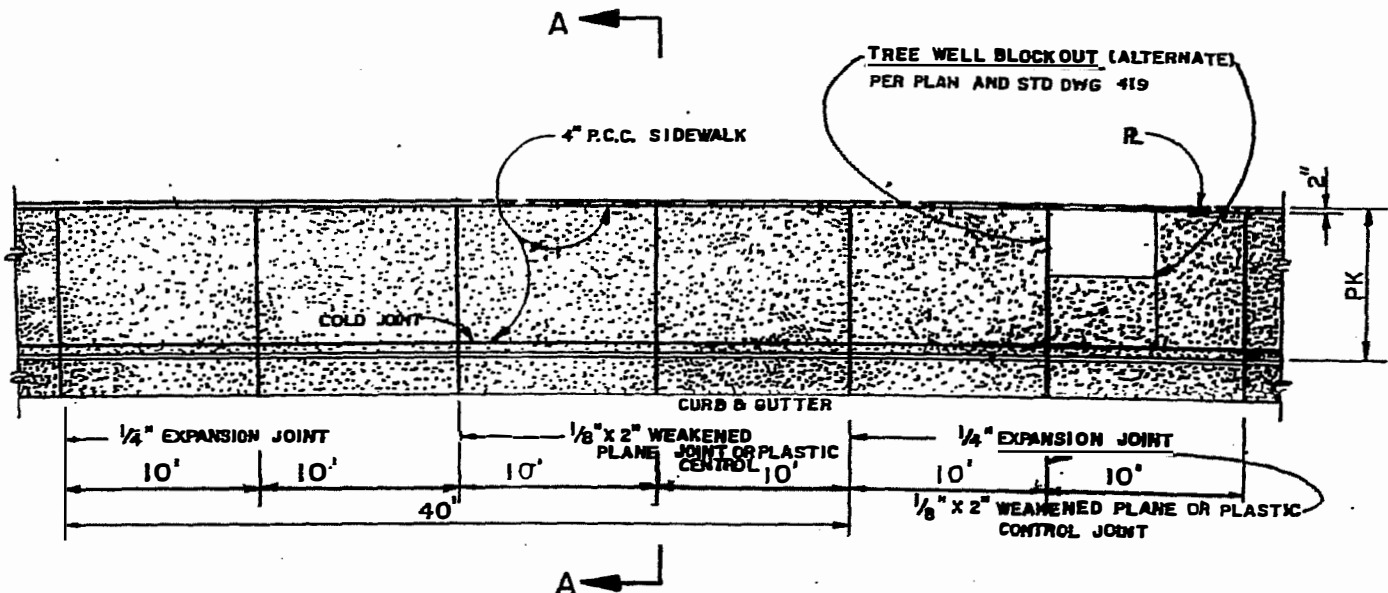
PK = PARKWAY WIDTH

60' R/W -- PK = 10'

84' R/W -- PK = 7'

106' R/W -- PK = 7'

120' R/W -- PK = 8'

**NOTES:**

1. $\frac{1}{4}$ " EXPANSION JOINTS SHALL BE PLACED AT 40' INTERVALS AND AT THE END OF ALL CURB RETURNS.
2. $\frac{1}{8}$ " X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED AT 10' INTERVALS.
3. EXPANSION JOINTS AND WEAKENED PLANE JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
5. SIDEWALK THICKNESS IS 4" EXCEPT AT DRIVEWAYS WHERE IT SHALL BE 6" THICK.
6. CONCRETE SHALL BE 520 C 2500 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.1.2.
7. TREE WELL BLOCKOUTS TO BE CONSTRUCTED W/ LOCATION & SPACING PER PLAN.
8. JO INTERVAL BETWEEN TRANSVERSE JOINTS MAY BE VARIED IF JOINING EXISTING IMPROVEMENTS.
9. ALL EXPOSED CORNERS ON SIDEWALK SHALL BE ROUNDED WITH $\frac{1}{2}$ " RADIUS, EXCEPT AS OTHERWISE SHOWN ON STD. DWG. NO. 314.
10. WIDEN SIDEWALK TO PROVIDE MIN. CLEAR DISTANCE PER STD. DWG. NO. 413.
11. SIDEWALK WIDTH(S) SHALL BE PER STD. DWG. NO. 411.

REV. 6-25-80 H.R.
REV. 2-2-79 CMO
REV. 3-23-78
REV. 8-12-77
REV. 12-23-75

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICE DEPARTMENT

COMMERCIAL SIDEWALK DETAILS

APPROVED

[Signature]
DAUCE G. MATERN R.C.E. 1938B

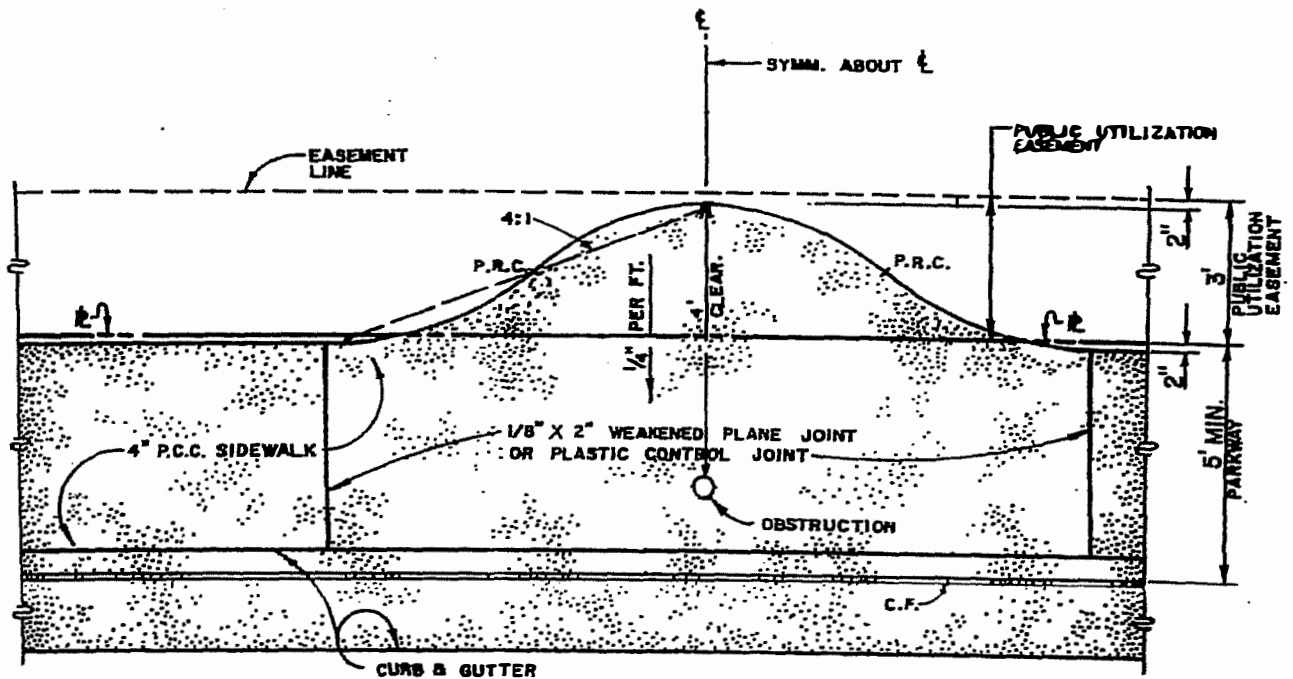
DATE

DRAWN W.A.B.

SCALE NONE

STD. DWG. NO.

412



PLAN

NOTES:

1. FOR STANDARD SIDEWALK DETAILS, SEE STD. DWG. NO. 411 AND/OR 412.
2. FIRE HYDRANTS SHALL BE 2' CLEAR OFF OF THE CURB FACE.
3. NO VERTICAL OBSTRUCTION WITHIN 3' CLEAR OF DRIVEWAY TOP OF "X".
4. MAILBOXES SHALL BE 6" CLEAR OFF THE CURB FACE, ULTIMATE LOCATION, HEIGHT, AND MATERIAL TO BE APPROVED BY LOCAL POSTMASTER.
5. POWER POLES, GUY ANCHORS, AND STREET LIGHTS SHALL BE 18" CLEAR OFF CURB FACE.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SIDEWALK OBSTRUCTIONS FLARE

APPROVED

BRUCE D. MATYERN R.C.E. 19388

DATE

DRAWN W.A.B.

SCALE NONE

STD. DWG. NO.

413

798

DIMENSIONS:

PK = PARKWAY WIDTH

8' SIDEWALK WIDTH SEE NOTE 7

50' R/W -- PK=5'

60' R/W -- PK=10'

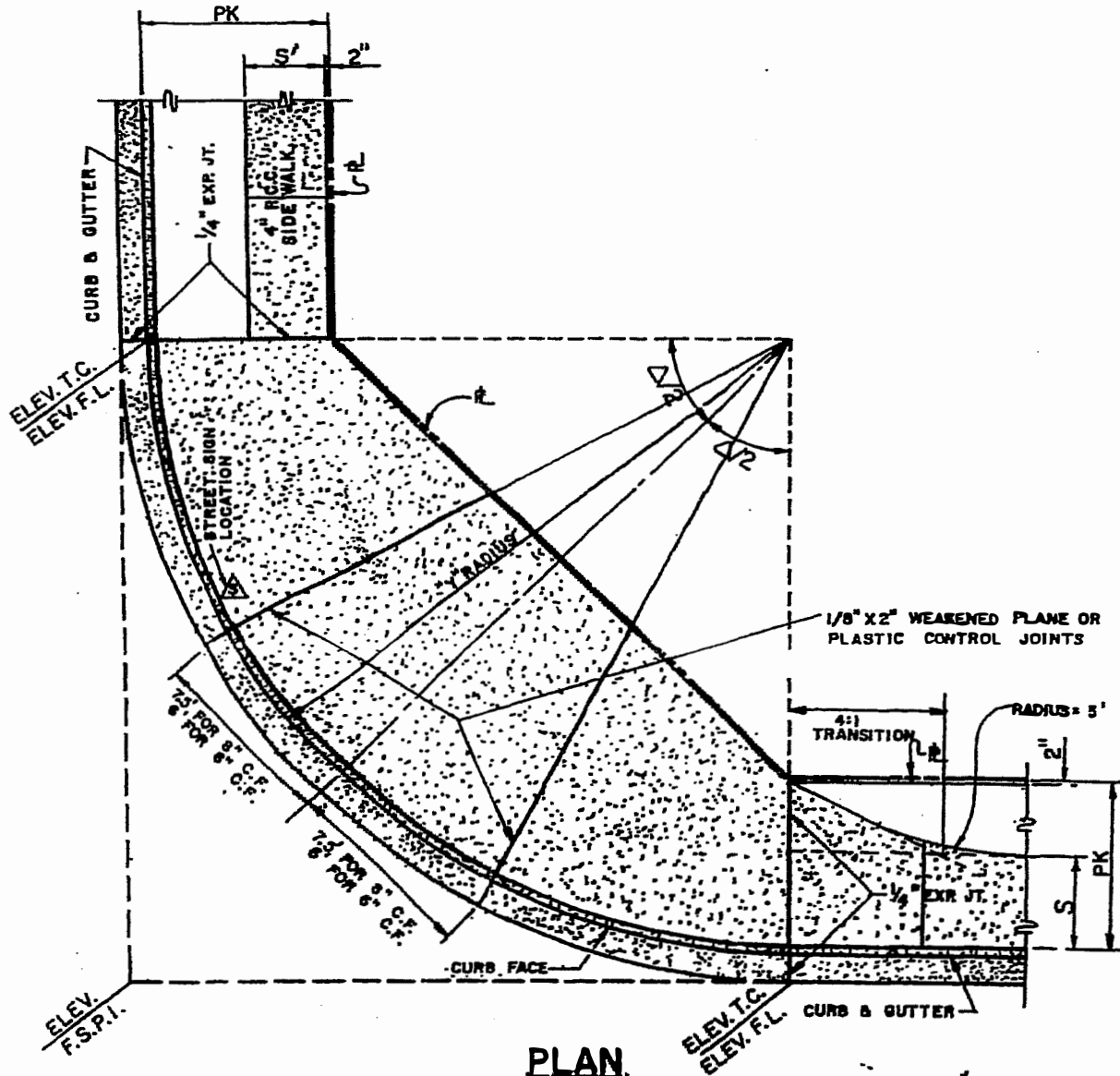
84' R/W -- PK=17'

106' R/W -- PK=27'

120' R/W -- PK=35'

"Y" -- RADIUS VARIES (25' OR 35')

5' = 4'-0"



NOTES:

1. 1/4" EXPANSION JOINTS SHALL BE PLACED AT END OF CURB RETURNS.
2. 1/8" X 2" WEAKENED PLANE OR PLASTIC CONTROL JOINTS SHALL BE PLACED SO AS NOT TO EXCEED 10' O.C. AT R.
3. FOR EXPANSION JOINT AND WEAKENED PLANE JOINT DETAILS, SEE STD. DWG. NO. 314.
4. CONCRETE SHALL BE PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201.11.2, CLASS 520C-2500
5. ALL ELEVATIONS PER PLAN. FOR CROSS GUTTERS F.L.P.I. PER STD. DWG. NO. 415 SHALL BE SHOWN ON PLAN.
6. FOR STREET RADIUS DATA, SEE STD. DWG. NO. 314.
7. SEE STD. DWG. NO. 411, 412 AND 413 FOR BASE AND SIDEWALK REQUIREMENTS.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

STANDARD SIDEWALK RETURN

APPROVED

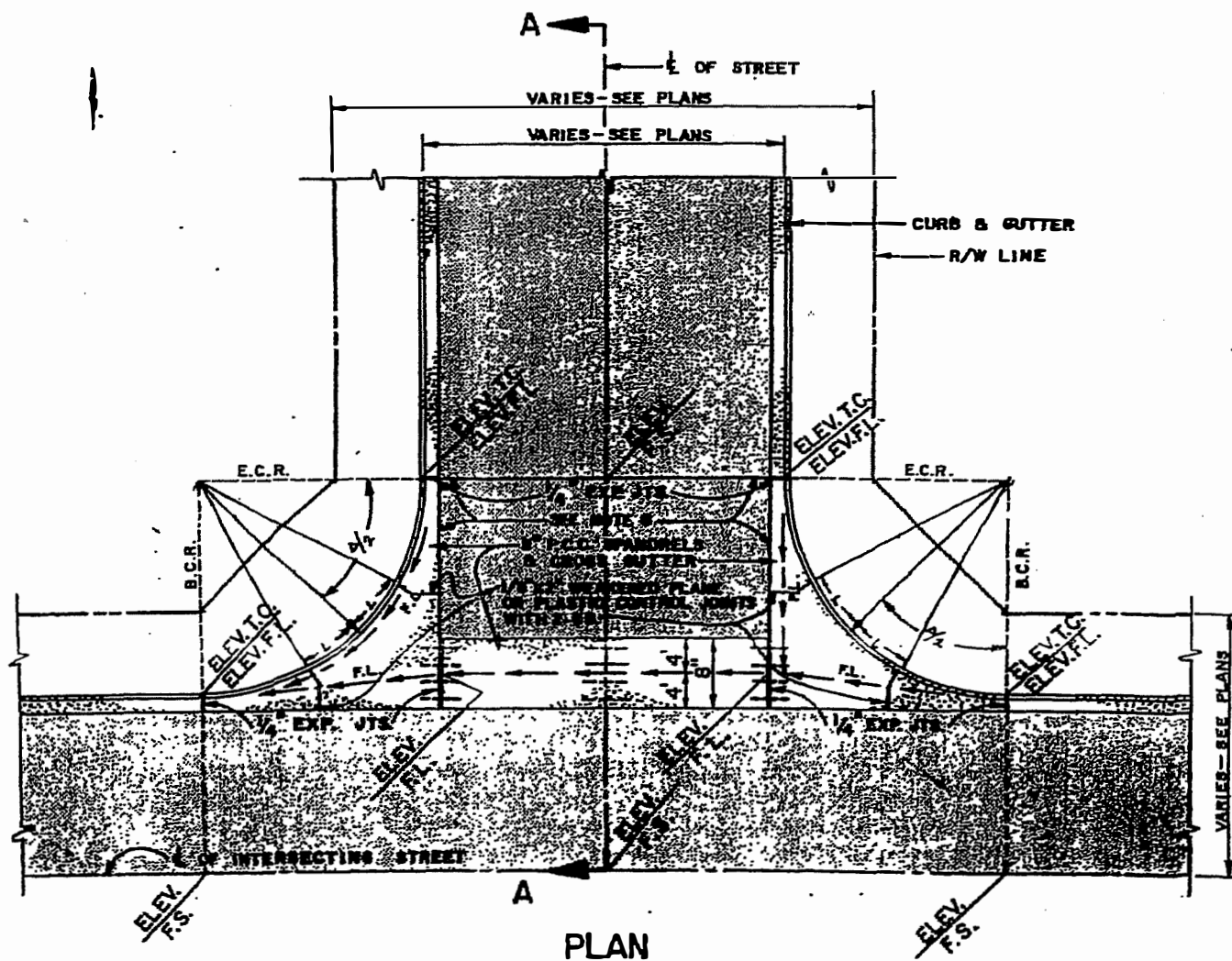
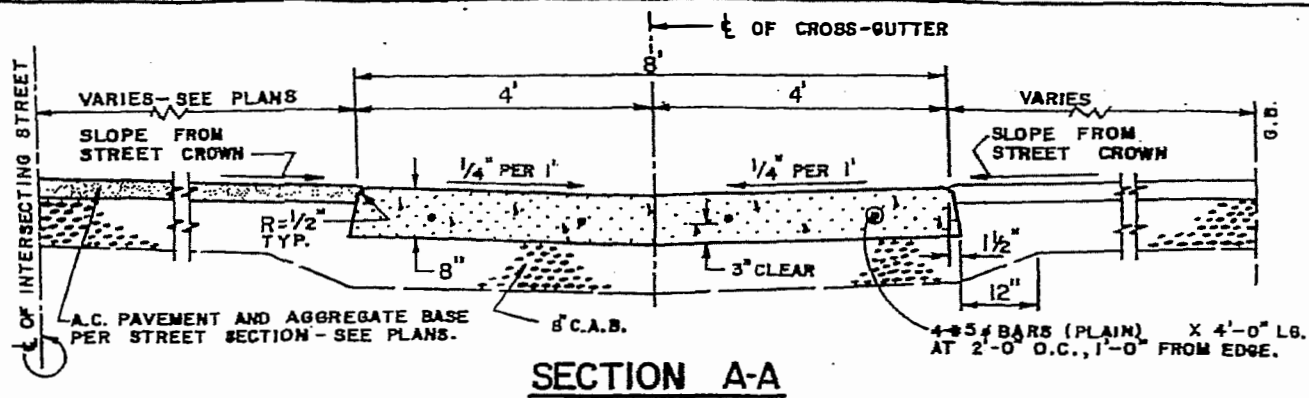
DATE

DRAWN W.A.B.

SCALE NONE

STD. DWG. NO.

414799



NOTES:

1. SMOOTH TROWEL 8" WIDE FLOW LINE IN CROSS-GUTTER AND SPANDRELS.
2. AGGREGATE BASE THICKNESS FOR SPANDRELS SHALL BE THE SAME AS FOR CROSS-GUTTER.
3. POUR CURB MONOLITHICALLY WITH SPANDREL.
4. FOR JOINT DETAILS, SEE STD. DWG. NO. 314 AND 414.
5. CONCRETE SHALL BE 860 C 3250 PER CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PAVED WORKS CONSTRUCTION, SEC 201-1.1.2.
6. ALL ELEVATIONS SHALL BE PER PLAN.
7. DISTANCE L FROM MIDDLE ORIGINATE OF CURB RETURN TO JOINT SHALL BE 7' FOR 8" C.F. OR 6' FOR 6" C.F..
8. ANY CROSS-GUTTER TO BE CONSTRUCTED ON LESS THAN 0.20 % SHALL HAVE DRAINAGE STRUCTURES CONSTRUCTED TO MITIGATE THE ADVERSE EFFECTS OF NUISANCE WATER AND FULL CONCRETE APRON WITH EXPANSION JOINTS ALONG Q AND ALONG EDGE OF GUTTERS.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

TYPICAL CROSS-GUTTER.

APPROVED

BRUCE D. MATTERN R.C.E. 19386

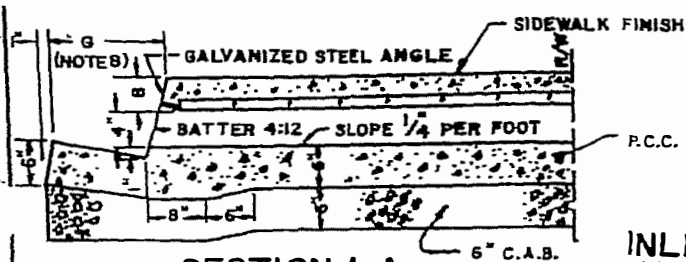
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DRAWN MKS

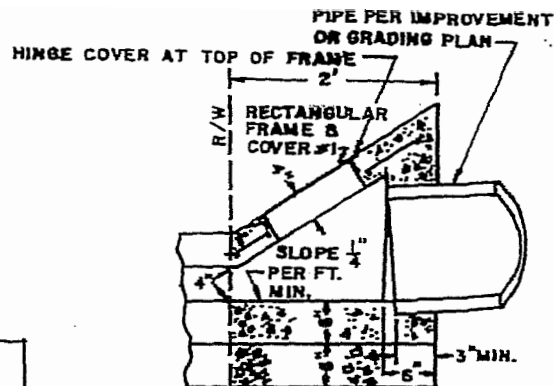
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STD. DWG. NO.	
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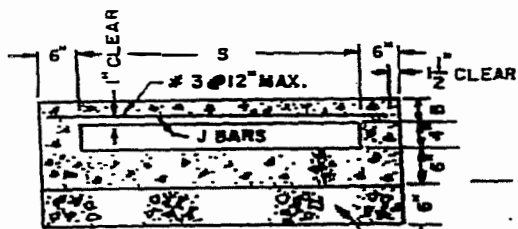
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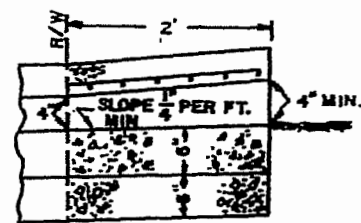
SECTION A-A



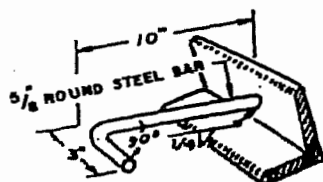
SECTION-INLET TYPE I



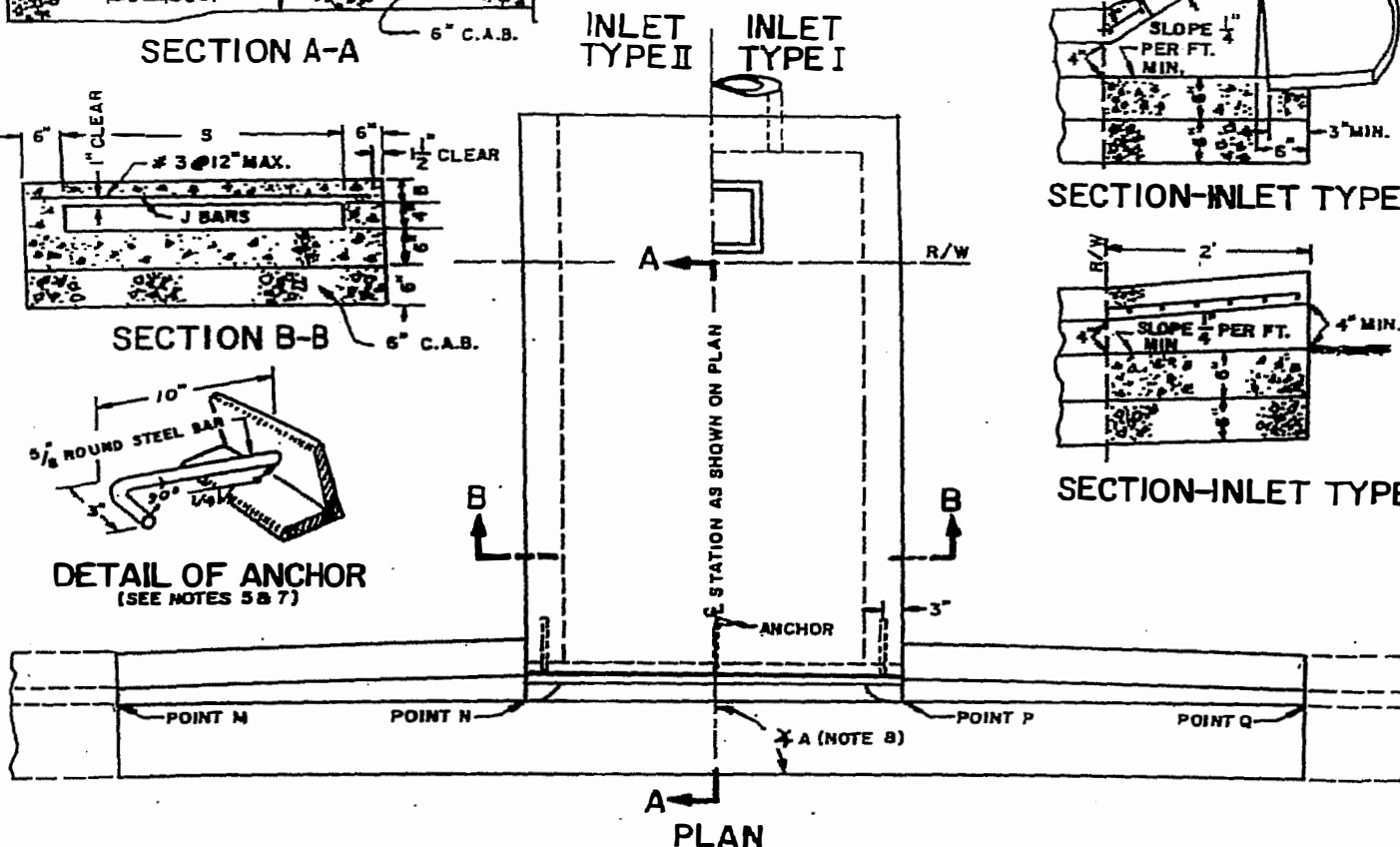
SECTION B-B



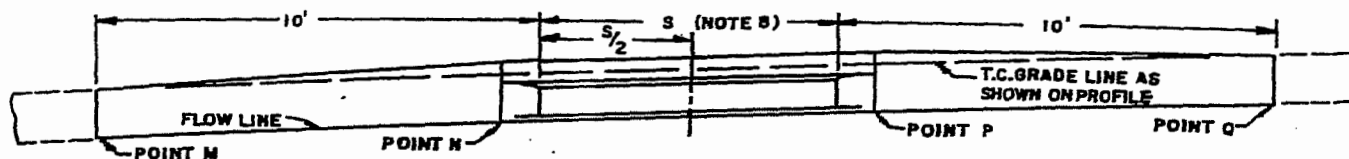
SECTION-INLET TYPE II



DETAIL OF ANCHOR
(SEE NOTES 5 & 7)



PLAN



PROFILE

NOTES:

- FLOOR OF BOX TO BE TROWELED SMOOTH.
- WHEN THE TOE OF SLOPE IS WITHIN THE R/W, INLET TYPE I BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
- FOR OPEN DITCH APPROACH (TYPE II) THE 2' EXTENSION IS NOT REQUIRED WHEN THE BACK OF WALK IS 2' OR MORE FROM THE R/W LINE.
- TOP OF INLET STRUCTURE (TYPE I & II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICABLE.
- A HEADED STEEL STUD $\frac{5}{8} \times 4 \frac{1}{2}$ WITH HEAD D-1" ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
- NORMAL CURB FACE AT POINT M AND Q, 8"± AT POINT N AND P.
- THE 3" LEG OF THE INTERIOR ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
- G, S, AND FA SHALL BE PER IMPROVEMENT PLANS.
- CURB BATTER SHALL CONFORM TO EXISTING ADJOINING CURB. SEE STD. DWG. NO. 311.
- CONCRETE SHALL BE CLASS 560 C 3250.

STEEL LIST

S	B	GALVANIZED STEEL ANGLE	ANCHOR	J BAR	STEEL SPACING	LENGTH
1'-0"	3"	2 1/2" X 2 1/2"	2	#3	7"	1'-8"
1'-6"	"	"	"	"	"	2'-3"
2'-0"	"	"	"	"	"	2'-8"
2'-6"	"	"	"	"	"	3'-3"
3'-0"	"	"	3	"	"	3'-8"
3'-6"	"	"	"	"	6"	4'-3"
4'-0"	"	"	"	"	8"	4'-9"
4'-6"	4"	3 1/2" X 3 1/2"	"	"	6"	5'-3"
5'-0"	"	"	"	"	8"	5'-9"
5'-6"	"	"	"	"	4"	6'-3"
6'-0"	"	"	"	"	2 1/2"	6'-9"

CITY OF COSTA MESA
CALIFORNIA

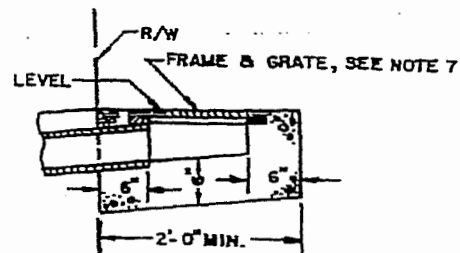
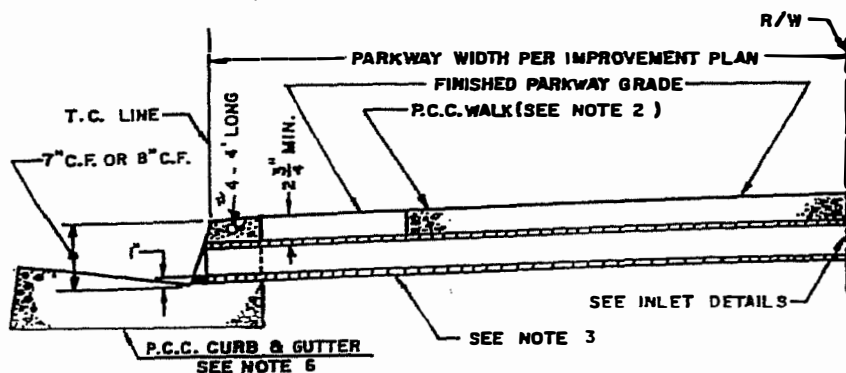
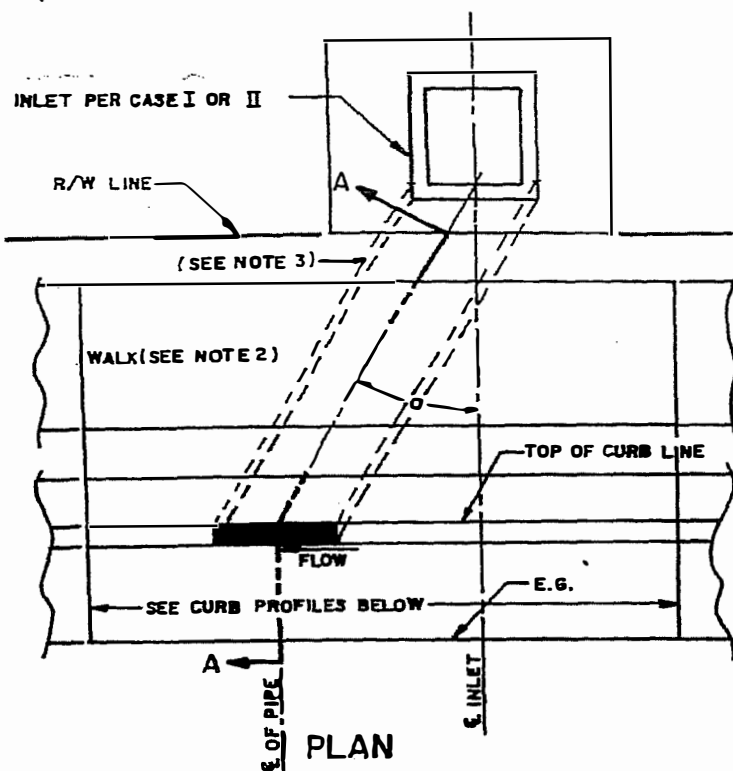
PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO.1

APPROVED *BD Matten* DATE 12/13/53
BRUCE D. MATTEN R.C.E. 12399

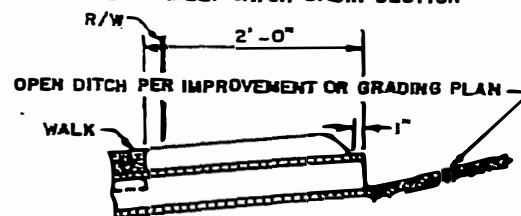
DRAWN *EKS*
SCALE NONE
STD. DWG. NO.
417

REV.



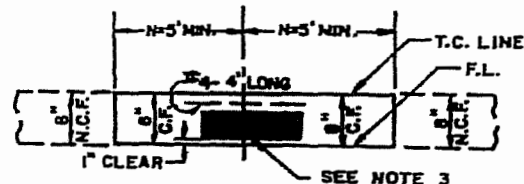
CASE I INLET

DROP INLET CATCH BASIN SECTION



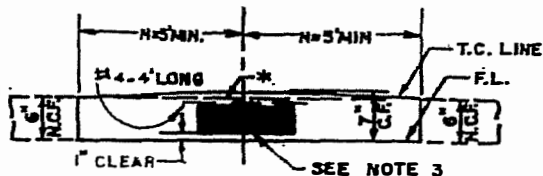
CASE II INLET

GRADED DITCH SECTION



CURB PROFILE

8" NORMAL CURB FACE



* NORMAL T.C. GRADE LINE AS SHOWN ON PROFILE

CURB PROFILE

6" NORMAL CURB FACE

NOTE:

1. TOP OF INLET STRUCTURE (CASE I) TO BE FLUSH WITH ADJACENT SURFACE.
2. CONSTRUCT P.C.C. WALK AND CURB AND GUTTER AS SPECIFIED ON PLAN. MINIMUM REPLACEMENT OF WALK AND CURB AND GUTTER SHALL BE FROM JOINT OR AS DIRECTED BY THE CITY ENGINEER. SEE STD. DWG. NO. 314. THE CONTRACT PRICE PAID FOR P.C.C. WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
3. ONE CIRCULAR PIPE SHALL BE PLACED AT A LOCATION OTHERWISE THE PIPE SHALL BE ALHAMBRA FOUNDRY A470 OR EQUAL WITH THE SIZE AS SPECIFIED ON PLAN. FOR SIZES OTHER THAN 3", 15", 9", 12" N SHALL BE 10" AND C.F. OVER PIPE SHALL BE INCREASED 1" FOR 1".
4. INLET CASE TO BE SPECIFIED ON IMPROVEMENT OR GRADING PLAN.
5. ANGLE "Q" EQUALS 0° UNLESS OTHERWISE SPECIFIED.
6. TYPE, DIMENSIONS, AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER IMPROVEMENT PLAN.
7. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR INLET CASE I SHALL BE ALHAMBRA FOUNDRY 14" X 24" TYPE A-2422 (GALVANIZED) OR EQUAL, PLACED LEVEL.
8. CONCRETE SHALL BE CLASS 520C 2500.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

PARKWAY DRAIN NO.2

APPROVED

B.D. Mattern
BRUCE D. MATTERN R.C.E. 19368

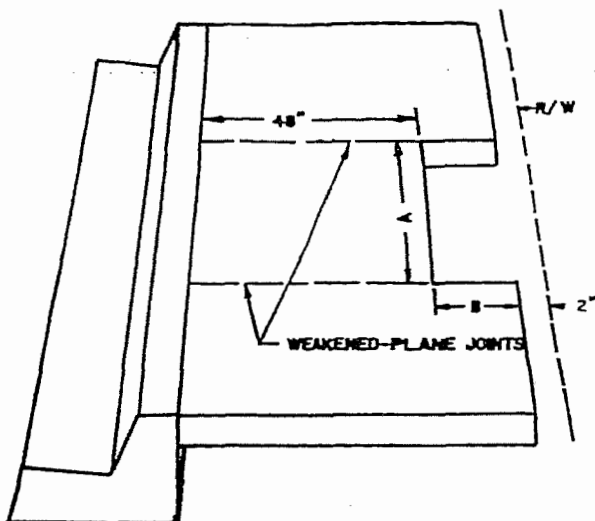
DATE 12/13/85

DRAWN E.K.S.

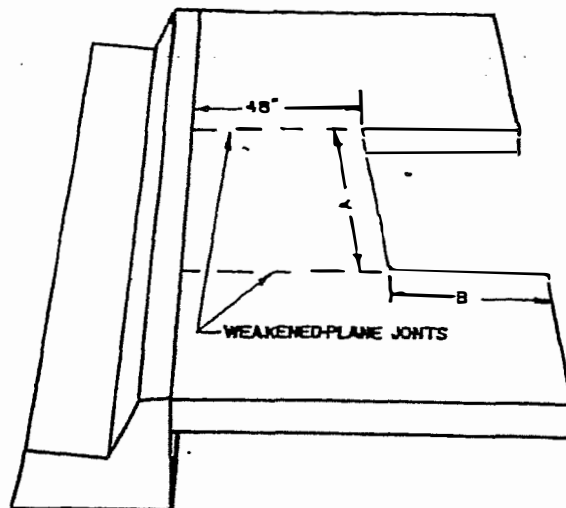
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STD. DWG. NO.

418



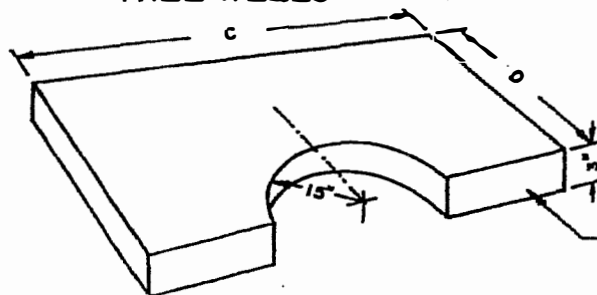
PARKWAYS LESS THAN 8'
1 COVER REQUIRED
CASE I: 2' X 4' TREE WELL



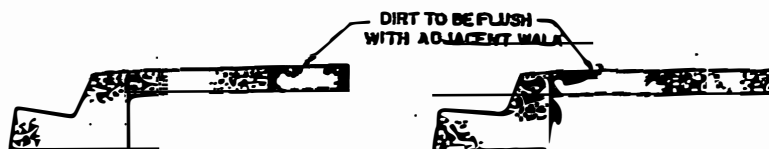
PARKWAYS 8' OR GREATER
2 COVERS REQUIRED
CASE II: 4' X 4' TREE WELL

TREE WELLS

CASE	A	B	C	D
I	4'-0"	2'-0"	3'-11"	1'-11 1/2"
II	4'-0"	4'-0"	3'-11"	1'-8 1/2"



POROUS TREE WELL COVER



TYPICAL SECTIONS

NOTES:

1. TREE WELLS SHALL BE PLACED APPROXIMATELY 50' APART, BUT NOT LESS THAN ONE PER RESIDENTIAL LOT.
2. LOCATION OF TREE WELLS WILL BE SUBJECT TO THE FOLLOWING CONDITIONS:
 - A. 25' FROM CURB RETURNS.
 - B. 15' FROM LIGHT STANDARDS AND POWER POLES.
 - C. 10' FROM FIRE HYDRANTS, DRIVEWAYS, HOUSE WALKS, UTILITY METERS, PEDESTALS.
 - D. 10' FROM ALL UTILITY LATERALS AND MAINS.
3. COVERS ARE TO BE COLORED BUFF USING AN ACCEPTABLE COLORING AGENT.
4. TREE WELLS ARE TO BE BACKFILLED WITH CLEAN DIRT AND FLUSH WITH ADJACENT WALK UNTIL TREES ARE PLANTED.

CITY OF COSTA MESA
CALIFORNIA

PUBLIC SERVICES DEPARTMENT

SIDEWALK TREE WELL & COVER

APPROVED

B.D. Mattern
BRUCE D. MATTERN R.C.E. 10300

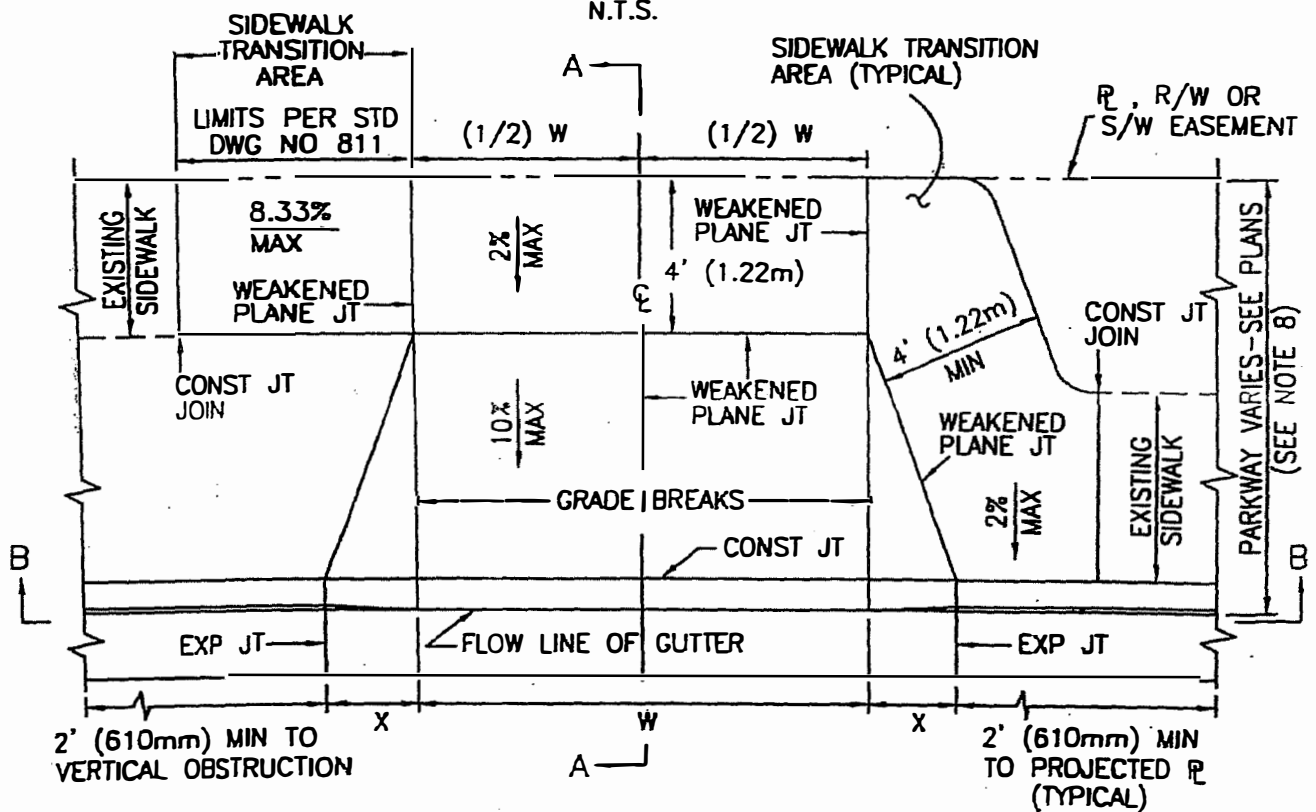
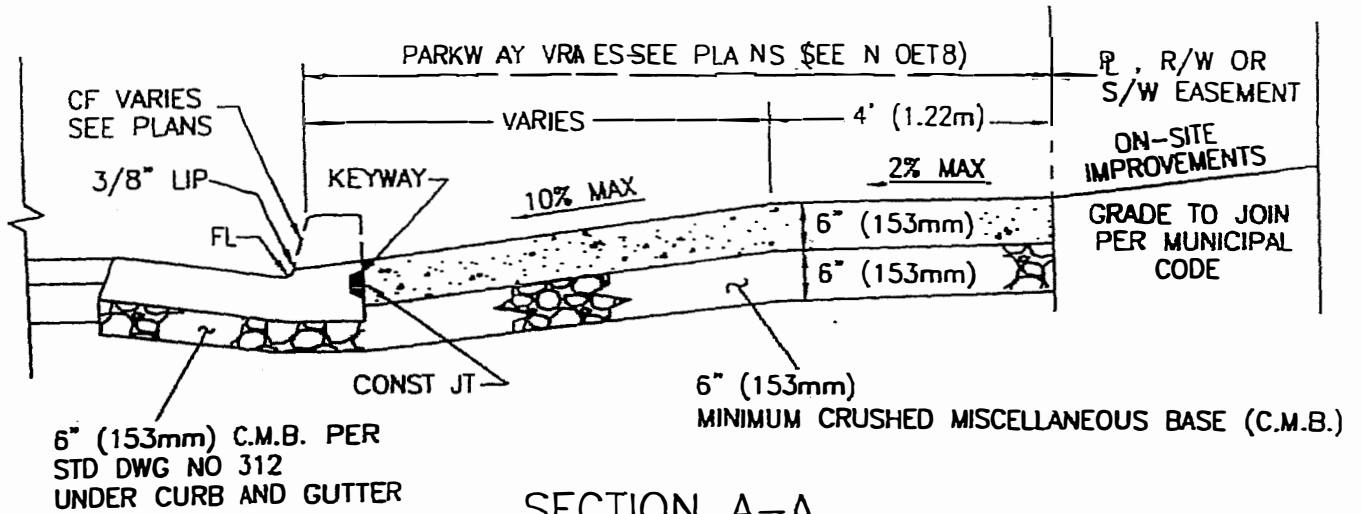
DATE 12/13/15

DRAWN *E.K.S.*

SCALE NONE

STD. DWG. NO.

419



CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL
DRIVEWAY APPROACH
TYPE I



APPROVED BY:

ERNESTO MUNOZ

CITY ENGINEER

WILLIAM MORRIS 1/10/03
DIRECTOR OF PUBLIC SERVICES

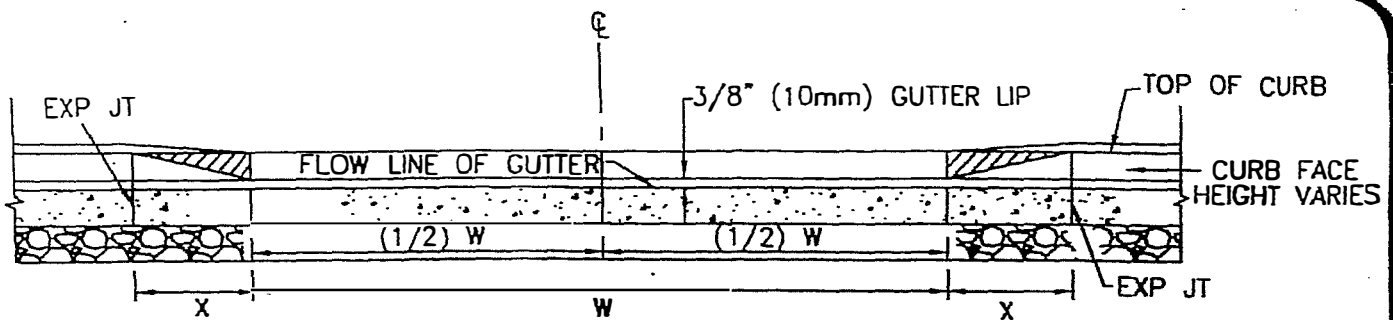
STD. DWG. NO.

513

FILE NAME: STD-513.DWG/

REVISED:

SHT. 1 OF 2



SECTION B-B

N.T.S.

DIMENSIONS

W=10' (3.05m) MIN - 16' (4.88m) MAX FOR RESIDENTIAL DRIVEWAYS.

X= 4' (1.22m) FOR 6" (153mm) CURB FACE.

X= 5' (1.52m) FOR 8" (204mm) CURB FACE.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. THERE SHALL BE ONE DRIVEWAY PER PROPERTY.
3. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
4. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
5. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
6. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
7. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
8. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF RIGHT-OF-WAY/PROPERTY LINE.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

RESIDENTIAL
DRIVEWAY APPROACH
TYPE I



APPROVED BY:

EJP
ERNESTO MUÑOZ

CITY ENGINEER

William Morris 1/10/03
WILLIAM MORRIS
DIRECTOR OF PUBLIC SERVICES

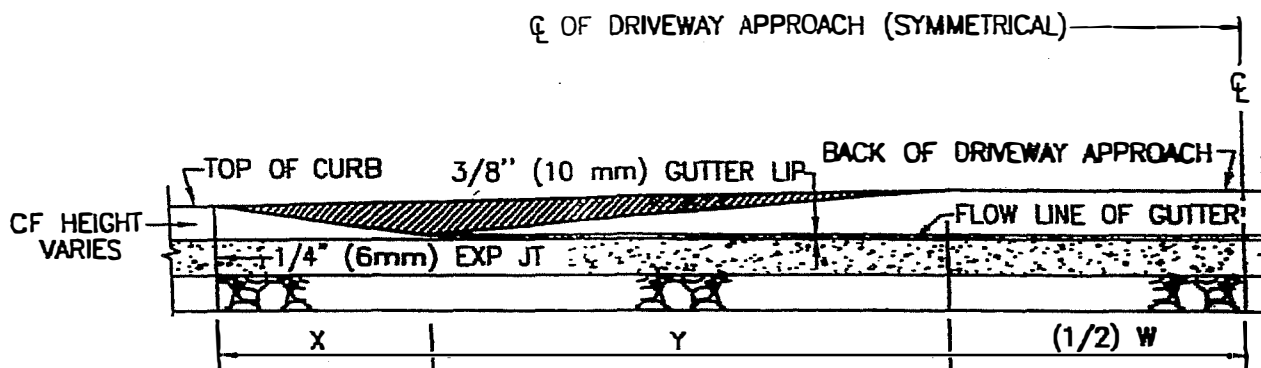
STD. DWG. NO.

513

FILE NAME: STD-513.DWG

REVISED:

SHT. 2 OF 2



SECTION B-B
N.T.S.

DIMENSIONS

- W= 16' (4.88m) MIN – 26' (7.92m) MAX FOR ALL DRIVEWAYS.
- X= 4' (1.22m) FOR 6" (150mm) CURB FACE.
- X= 5' (1.52m) FOR 8" (200mm) CURB FACE.
- Y= 7' (2.13m) ON MASTER PLAN STREETS
- Y= 4' (1.22m) ON RESIDENTIAL, NON-MASTER PLAN STREETS.

NOTES:

1. ALL DRIVEWAY LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY THE TRANSPORTATION SERVICES DIVISION.
2. CONCRETE SHALL BE CLASS 560-C-3250 PER LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SEC. 201-1.
3. DEPRESSED CURB IS STRAIGHT GRADED WITH 3/8" (10mm) GUTTER LIP.
4. BASED UPON EXISTING SOIL CONDITIONS, THE CITY ENGINEER MAY REQUIRE A KEYWAY AT BACK OF CURB.
5. FOR JOINT DETAILS AND KEYWAY DETAIL, SEE STD DWG NO 314.
6. ALL PARTIAL DRIVEWAY RECONSTRUCTION SHALL REQUIRE TIE BARS (#4 x 24") AT 24" ON CENTER.
7. FOR A 5' (1.52m) PARKWAY, A 3' (914mm) PUBLIC SIDEWALK EASEMENT IS REQUIRED AT THE BACK OF PROPERTY/RIGHT-OF-WAY LINE.
8. CASE I – SIDEWALK ADJACENT TO CURB AND GUTTER. NO GREENBELT.
CASE II – EXISTING GREENBELT BETWEEN SIDEWALK AND CURB AND GUTTER.

CITY OF COSTA MESA
PUBLIC SERVICES DEPARTMENT

DRIVEWAY APPROACH-TYPE II
COMMERCIAL AND MULTI-USE



APPROVED:

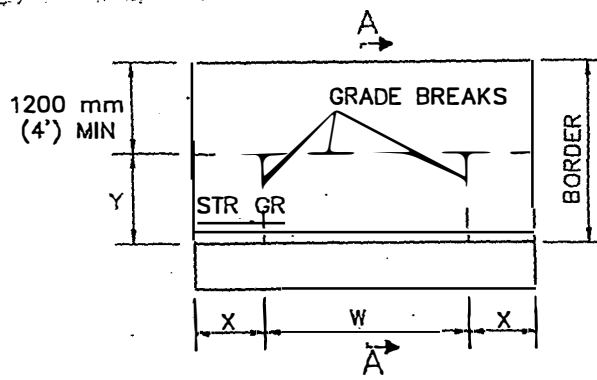
ERNESTO MUÑOZ

CITY ENGINEER

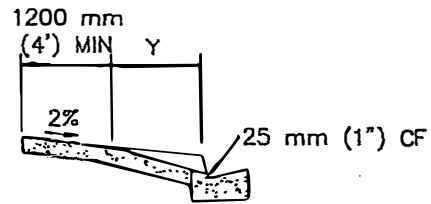
William Loring 9/24/03
WILLIAM LORING DIRECTOR OF PUBLIC SERVICES

STD. DWG. NO.

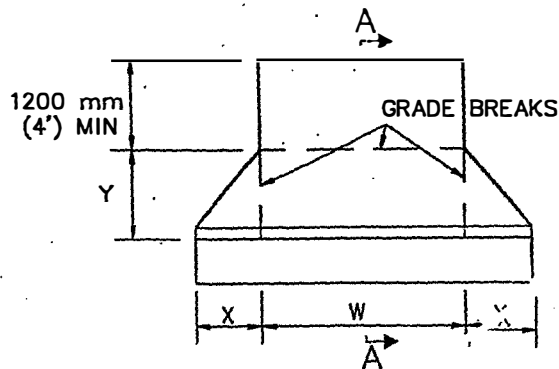
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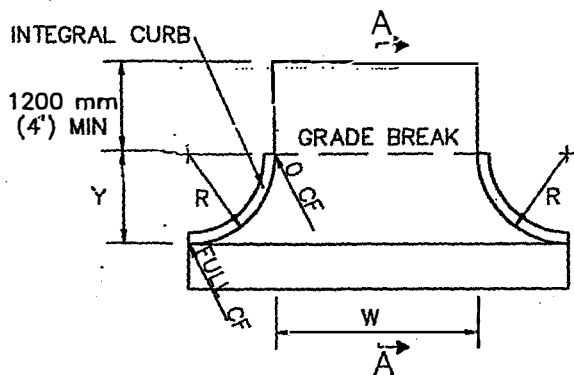
TYPE A



SECTION A-A



TYPE B



TYPE C

CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (6'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

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GREENBOOK COMMITTEE
1984
REV. 1998

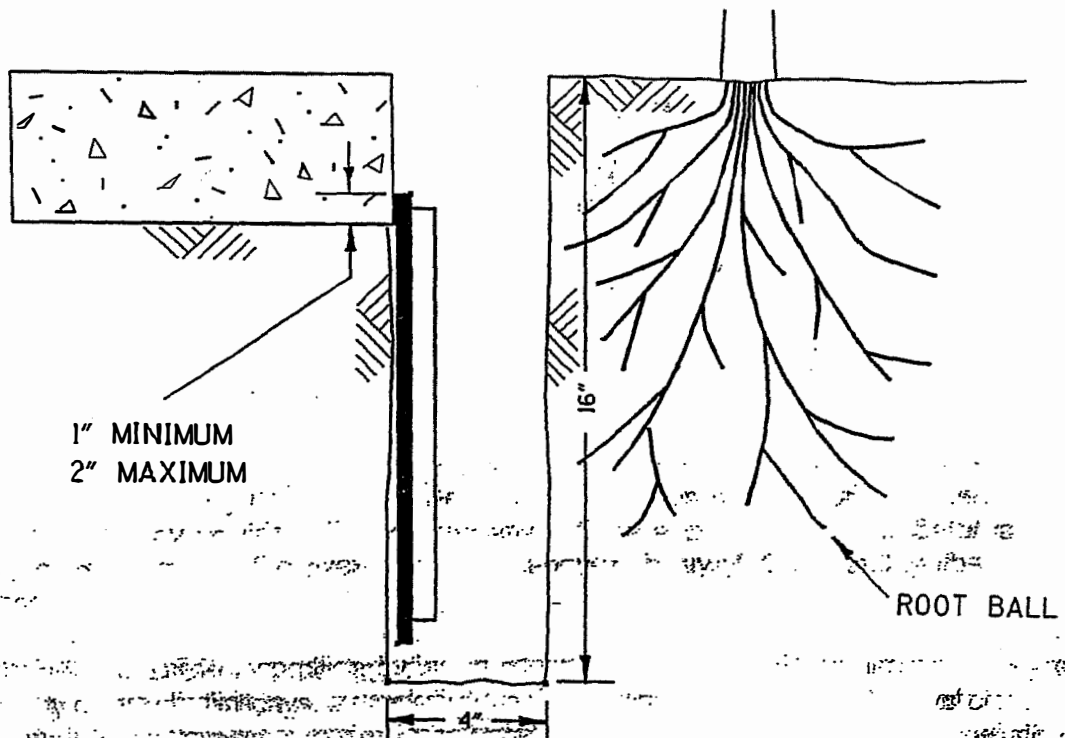
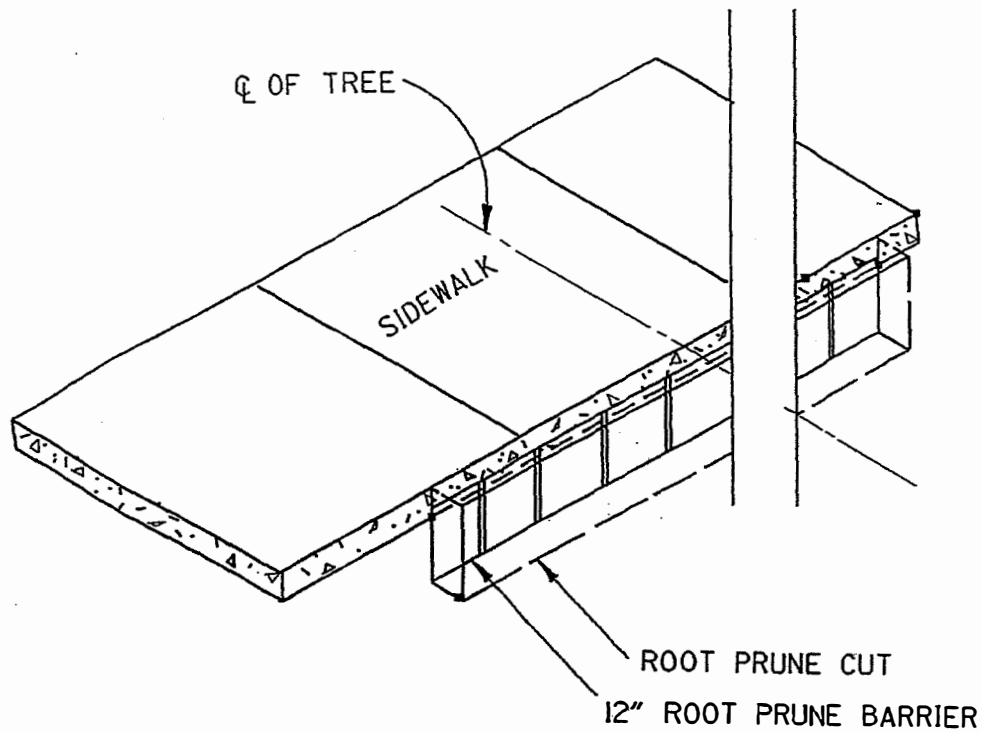
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
METRIC

110 - 1

SHEET 1 OF 1



ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

STD. PLAN

Adopted: Res. 78-791 Re. Revised: Res. 86-1141, 88-1341, 96-546

Approved

W.L. Zoum, Director of Public Works

1708

TREE ROOT BARRIER

SHT. 1 OF 2

NOTES:

Tree Trimming :

1. Prior to root pruning, each tree shall be trimmed to reduce its overall size by one-third (1/3) and to promote improved growth.

Trimming shall also provide:

- a. Removal of all dead, damaged, diseased, or structurally deficient limbs;
- b. Thinning to reduce interior wind resistance;
- c. Vertical clearance of 14.0 feet over roadways 9.0 feet over sidewalks;
- d. Visual clearance around all traffic control devices and signs;
- e. An overall balanced appearance.

2. Root Pruning :

Root pruning cuts shall be made immediately adjacent to the sidewalk and shall be 4" wide, 16" deep (measured from the top of the final grade of the sidewalk) and 16' long centered 8' either side of the center of the tree. The bottom 13" of the root prune cut shall be filled with pea gravel, to promote deeper watering, with the top 3" filled with native soil free from rocks or other materials that would interfere with landscape maintenance tasks. At least 18 months shall transpire before root pruning the opposite of a tree. In general, root pruning would not be performed adjacent to the curb due to the normal depth of the curb.

3. Root Control Barrier :

Barrier shall be fabricated from a high density, high impact plastic, i.e. Polystyrene, Polyethylene, Polyvinyl Chloride, (PVC), or Acrylonitrile-Butadiene-Styrene (ABS). The interior surface shall have 1/2" high (minimum) raised vertical ribs spaces 6" to 8" apart the full depth of the barrier and shall be expressly designed for root deflection.

Barrier used for root pruning shall have a minimum depth of 12" with a minimum thickness of 0.06". Barriers shall be 16 feet long in one continuous piece (preferred) or in a combination of pieces securely fastened with adhesive at joint points.

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

Approved

W.L. Zaur
W.L. Zaur, Director of Public Works

Adopted: Res. 78-791 Revised: Res. 86-1141; 88-1341; 96-546

TREE ROOT BARRIER

STD. PLAN

1708

SHT.2 OF 2

UNITED STATES POST OFFICE

OUR REF: WED13:JDIAZ:am:-9998

DATE: May 30, 1990

SUBJECT: Location of mailboxes

P.O.CL:

TO: City of Costa Mesa

Mailboxes shall be located on the right hand side of the roadway in the direction of the delivery route except on one way streets where they may be placed on the left hand side. The bottom of the box shall be set at an elevation established by the U.S. Postal Service, usually between 3'6" and 4'0" above the roadway surface.

On curbed streets, the roadside face of the mailbox shall be set back from the face of the curb a distance between 6 and 12 inches. On residential streets without curbs, that carry low traffic volumes, the roadside face of a mailbox shall be offset between 8 and 12 inches behind the edge of pavement.

156.54 D.M.M. Location

Rural boxes must be placed so that they may be safely and conveniently served by carriers without leaving their conveyances.

In all new housing tracks, we instruct the builders to install curbside delivery boxes at 2 to a post, at the property line on the curb.

155.262 Hardship cases

a) Changes in the type of delivery authorized for an area will be considered where service by existing methods would impose an extreme physical hardship on an individual customer. Any request for a change in delivery methods must be submitted in writing. Approval of these requests should be based upon humanitarian and not economic criteria. Each request for a change in delivery service should be evaluated on the basis of the customer's needs; a request should not be denied solely because of increased operational costs or because a family member or other party may be available to receive mail for the customer.

MAILBOX IMPROVEMENT WEEK—Continued

Exhibit C

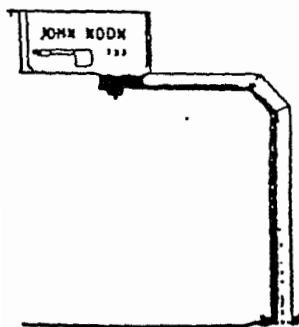
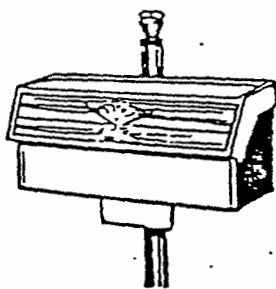


Exhibit D

**Contract Delivery Routes**

Contract delivery route customers must use an approved traditional rural-type or contemporary design box as new or replacement boxes.

General Requirements

The placement of mailboxes on both rural and contract routes must be safe and convenient for carriers. The boxes must be on the right-hand side of the road in the carrier's travel direction so they can deliver mail without leaving their conveyance. This rule especially applies where traffic conditions make it dangerous for the carrier to drive to the left in order to reach the boxes, or when doing so would constitute a violation of traffic laws and regulations (apartment house or other multiple dwellings can be exempted from this rule as described in DMM 156.312).

On new rural routes, all boxes must be on the right-hand side of the road in the direction of the route line of travel. Box placement must conform with state laws and highway regulations. Rural carriers are subject to the same traffic laws and regulations as other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that impede efficient delivery. Except when a box is temporarily blocked, carriers must have access to the box without leaving the vehicle unless authorized to dismount.

Mailbox Supports

Supports for mailboxes should be of adequate strength and size to support the box properly. However, customers should avoid using massive mailbox supports that, when struck, could damage vehicles and cause serious injury to vehicle occupants. Heavy metal posts, concrete posts, and miscellaneous items of farm equipment, such as milk cans filled with concrete, are examples of potentially dangerous supports. The ideal support is an assembly that bends or falls away from a striking vehicle. DMM sections 156.531, 156.54, 157.32c, and 157.4 specify postal regulations regarding construction and placement of mailboxes and supports on rural and highway contract routes.

The Federal Highway Administration (FHWA) has determined that mailbox supports no larger than 4 inches by 4 inches or a 4 1/2-inch diameter wood post or a 2-inch diameter standard steel or aluminum pipe, buried no more than 24 inches, should safely break away if struck by a vehicle. The mailbox must also be securely attached to its post to prevent separation when struck. Exhibits E and F on page 12 are detailed examples of mailbox mountings and supports suggested by the FHWA. Boxes and supports should also be painted and free from rust.

NDCBUs and All-Weather Parcel Lockers

During Mailbox Improvement Week, postmasters/managers or their designees should also review Neighborhood Delivery and Collection Box Units (NDCBUs) and All-Weather Parcel Lockers in their delivery area to identify any hazards or irregularities. Exhibit G on page 13 is a suggested format for use in conducting the review. Results of the review should be recorded.

Employees conducting the review must complete Form 1624, *Delivery and Collection Equipment Work Request*, for any equipment that poses a safety hazard to postal customers or employees. Use Form 7380, *MDC Supply Requisition*, to request Form 1624 from the materiel distribution centers.

Equipment Review Procedure

Employees should use the NDCBU and parcel locker Equipment Checklist and Followup Review Procedure, Exhibit G, when examining the condition of NDCBU and parcel locker equipment. This exhibit may be reproduced locally. They should:

1. List the unit location, type, and manufacturer in the left-hand column (omit manufacturer if all items are in order).

2. Assign each checklist item one of the following ratings:

OK—Equipment does not need attention for this item.

X—Equipment needs attention for this item.

NA—Item does not apply to this particular piece of equipment.

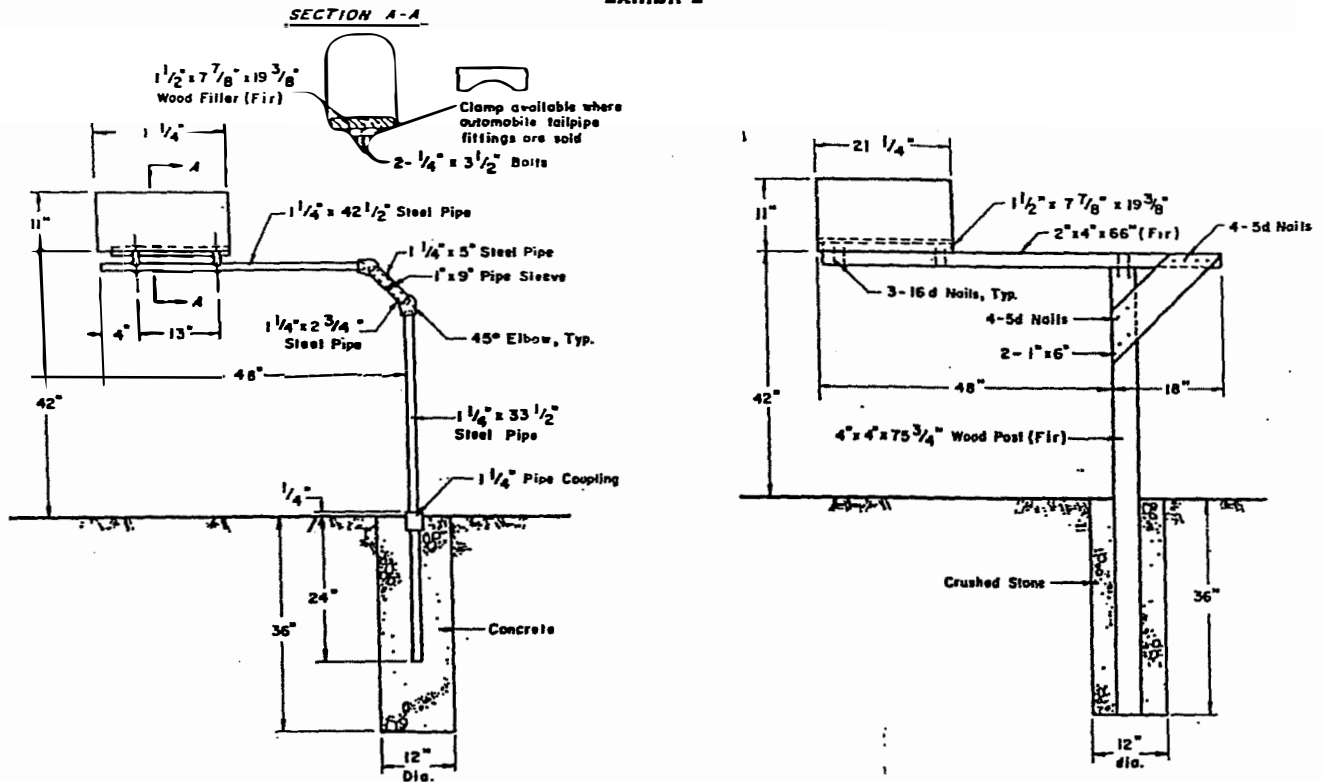
3. Examine the following items and annotate Exhibit G:

a. Equipment should be straight, vertical, and firmly mounted. Attempt to shake the unit; it should not move. If equipment is not firmly mounted, note whether it is the connection at ground level that is loose or the pedestal to customer compartments connection that needs attention.

b. Check visible welds. Make note of cracked, broken, or rusted welds.

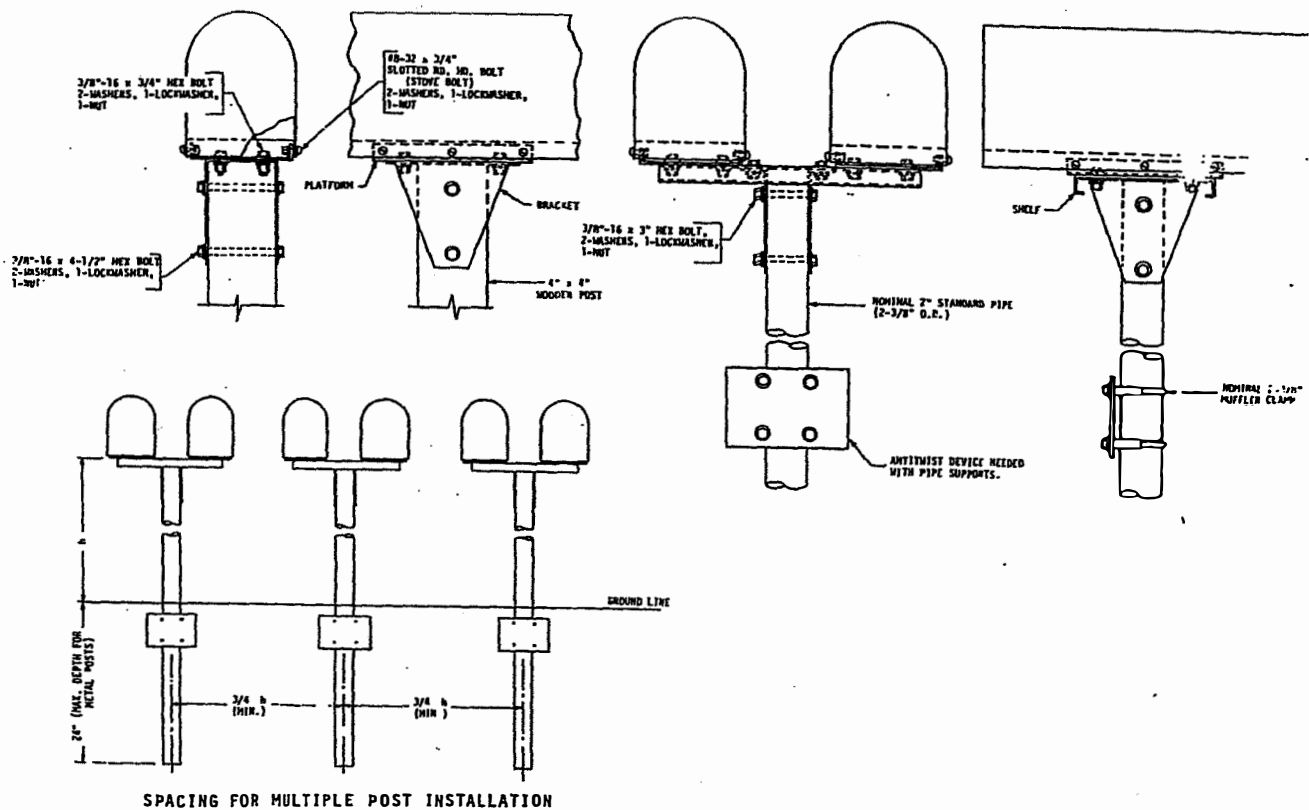
c. Observe whether the carrier access door is locked and secure. Open it and observe that it is not bowed or warped and that the door and locking bar operate smoothly. With carrier access door(s) open, notice if restraining devices prevent the door

Exhibit E

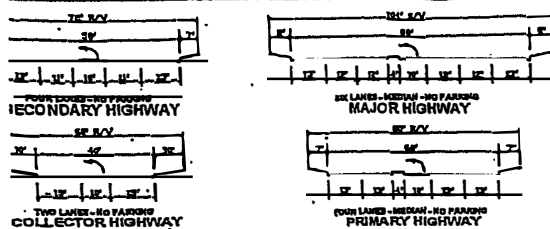


CANTILEVER MAILBOX SUPPORTS

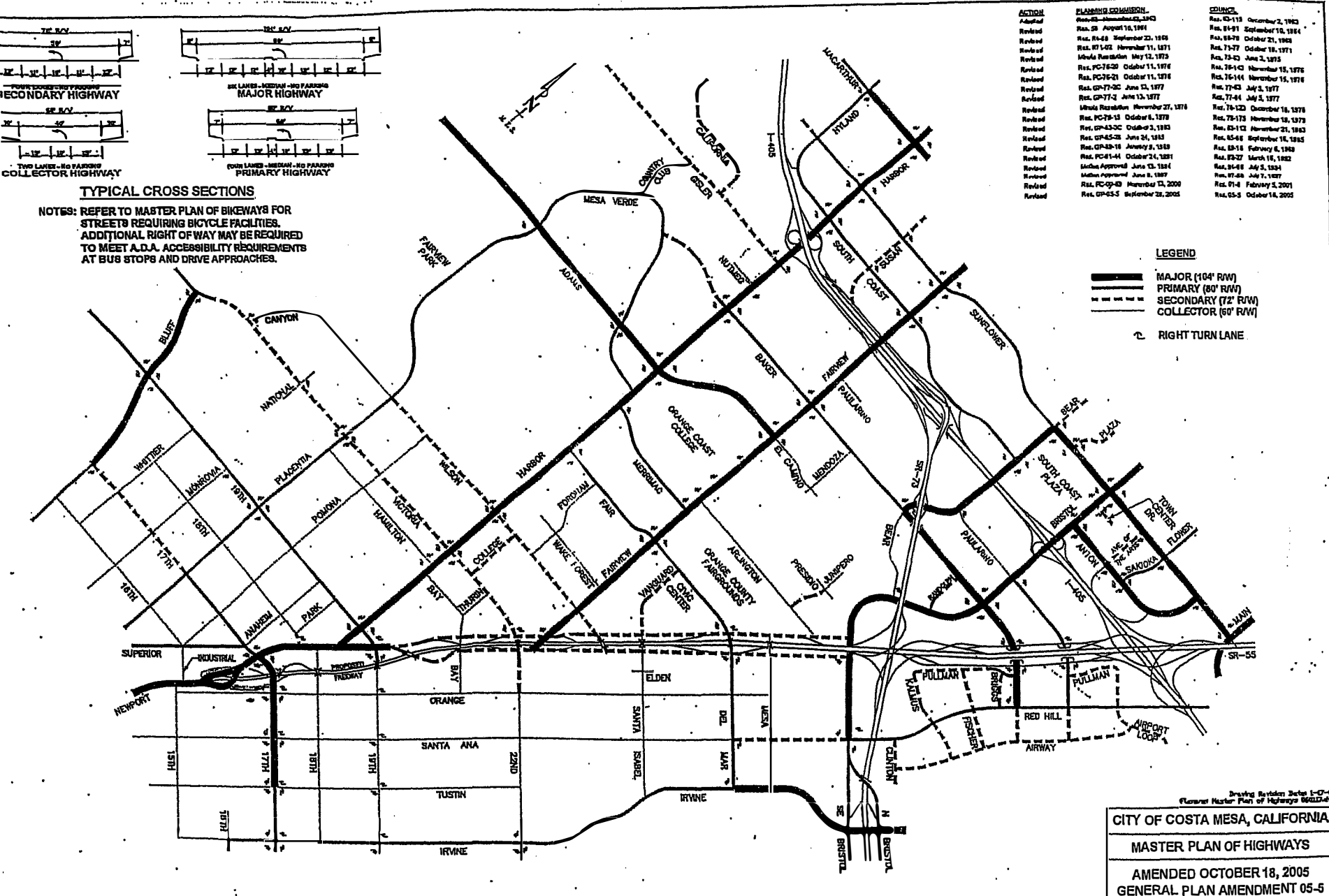
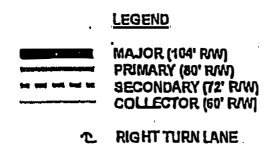
Exhibit F



SINGLE AND DOUBLE MAILBOX INSTALLATIONS



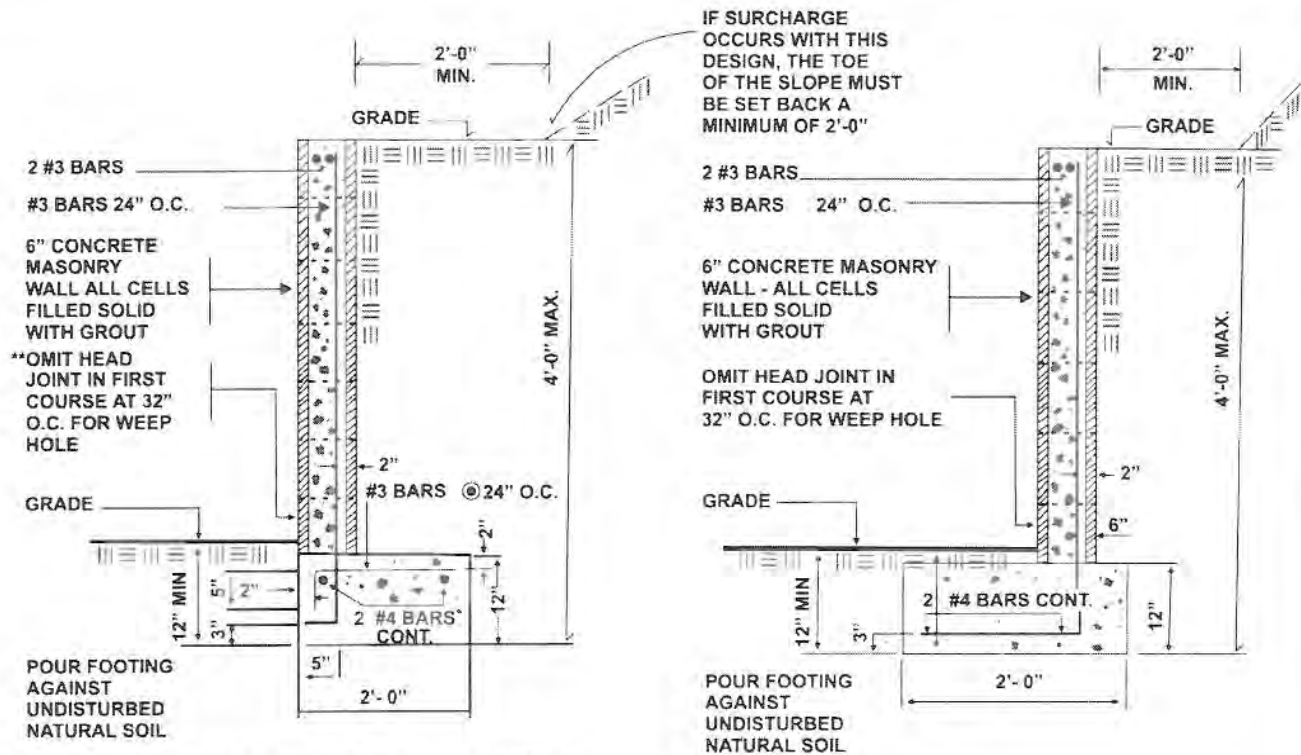
ACTION	PLANNING COMMISSION	COUNCIL
Adopted	Res. 62-113 November 22, 1963	Res. 62-113 October 2, 1963
Revised	Res. 58 August 10, 1961	Res. 64-91 September 10, 1964
Revised	Res. 64-68 September 22, 1966	Res. 66-78 October 21, 1966
Revised	Res. 67-142 November 11, 1971	Res. 71-77 October 18, 1971
Revised	Whole Resolution May 12, 1973	Res. 73-42 June 3, 1973
Revised	Res. 76-59 October 11, 1976	Res. 76-143 November 15, 1976
Revised	Res. 76-21 October 11, 1976	Res. 76-144 November 15, 1976
Revised	Res. 77-35 June 13, 1977	Res. 77-43 July 5, 1977
Revised	Res. 77-77 June 13, 1977	Res. 77-44 July 5, 1977
Revised	Whole Resolution November 27, 1978	Res. 78-123 December 16, 1978
Revised	Res. 78-15 October 6, 1978	Res. 78-173 November 16, 1978
Revised	Res. 78-35C October 3, 1983	Res. 82-113 November 21, 1983
Revised	Res. 78-45-28 June 24, 1983	Res. 82-48 September 16, 1983
Revised	Res. 78-45-18 January 8, 1983	Res. 82-18 February 6, 1983
Revised	Res. 78-41-44 October 24, 1981	Res. 82-27 March 16, 1982
Revised	Whole Resolution June 13, 1984	Res. 84-48 July 5, 1984
Revised	Whole Resolution June 13, 1987	Res. 87-48 July 7, 1987
Revised	Res. 78-45-28 November 21, 2000	Res. 91-4 February 5, 2001
Revised	Res. 78-45-28 September 28, 2005	Res. 05-5 October 16, 2005





City of Costa Mesa Building Division

RETAINING WALLS



**SUBJECT TO ADJACENT PROPERTY OWNER'S APPROVAL

NOTES:

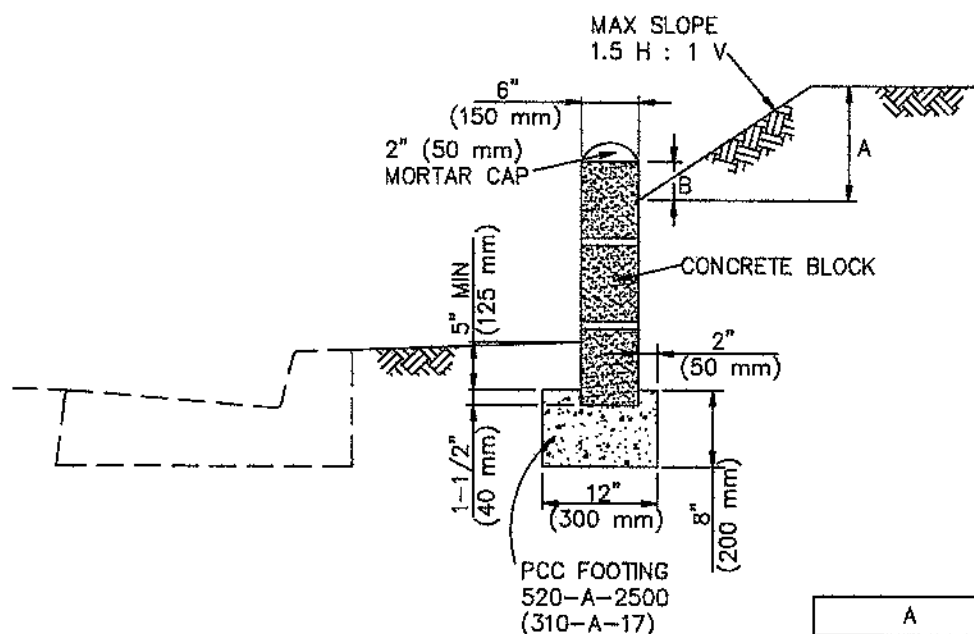
1. Retaining wall shall be grouted solid.
2. Reinforcing splices in masonry shall be lapped not less than 15", in concrete not less than 12".
3. Omit mortar at head joints of first course at 32" o.c.
4. Mortar shall be no leaner than 3 to 1.
5. Inspection required prior to grouting cells.
6. Retaining walls greater than 4'-0" in height or with surcharge loads other than shown above shall be fully engineered by a licensed engineer.
7. Retaining walls with standard concrete block walls or fences of any materials constructed above, shall be fully engineered by a licensed engineer.
8. A survey of the lot may be required by the building official to verify that the structure is located in accordance with the approved plans (2001 CBC, Section 108.1).

SPECIFICATIONS:

CONCRETE: 2500 psi at 28 days.

BLOCK: Grade N, Type 1 A.S.T.M. C-90.

REINFORCING: Grade 40 A.S.T.M. A615.



A	B
0 TO 6" (0 TO 150 mm)	2" (50 mm)
6" TO 16" (151 TO 400 mm)	4" (100 mm)
17" TO 48" (410 TO 1200 mm)	6" (150 mm)

NOTES

1. MAX HEIGHT OF WALL IS 3 COURSES OF 8" (200 mm) HIGH BLOCK.
2. NO LIVE-LOAD SURCHARGE SHALL BE ALLOWED ON RETAINED SOIL.
3. POUR FOOTING AGAINST UNDISTURBED EARTH.
4. TOP OF FOOTING MAY BE PLACED AT SAME GRADE AS STREET IF STREET GRADE IS UNIFORM AND 5% MAX.
5. PLACE CONCRETE BLOCKS IMMEDIATELY AFTER POURING THE FOOTING. FILL ALL CELLS SOLID WITH GROUT AND ROD SO THAT GROUT IS MONOLITHIC WITH FOOTING.
6. IN FIRST COURSE ABOVE FINISHED GRADE, OMIT MORTAR FROM VERTICAL JOINTS EACH 32" (800 mm) TO SERVE AS WEEP HOLES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1995, 2005, 2009, 2010

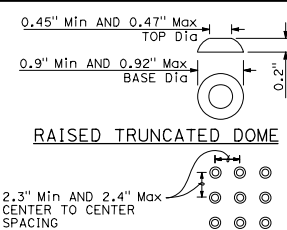
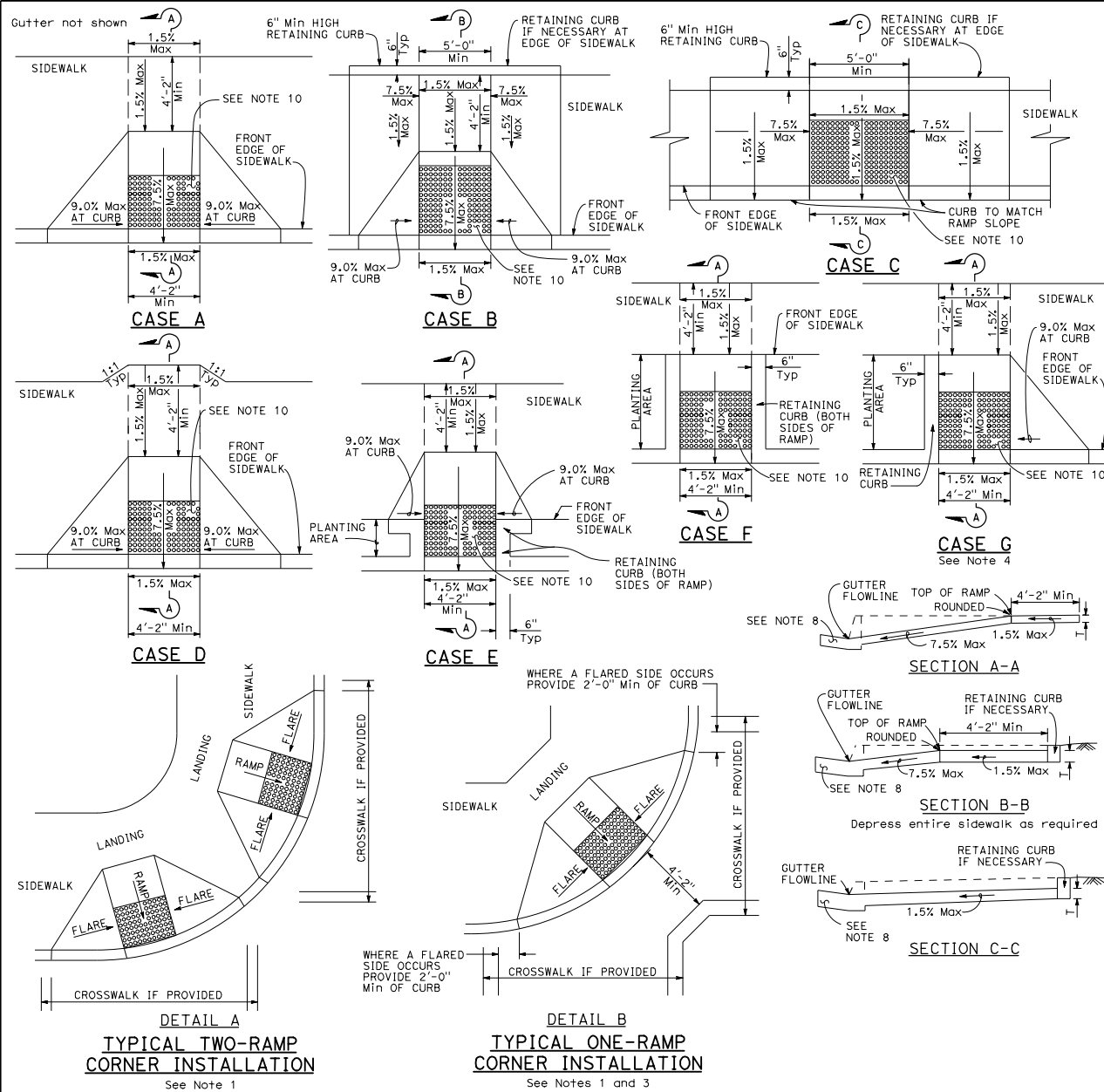
CONCRETE BLOCK SLOUGH WALL

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

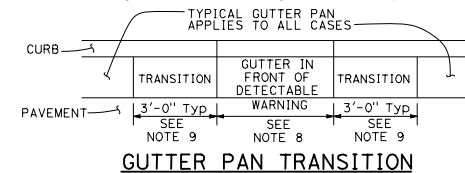
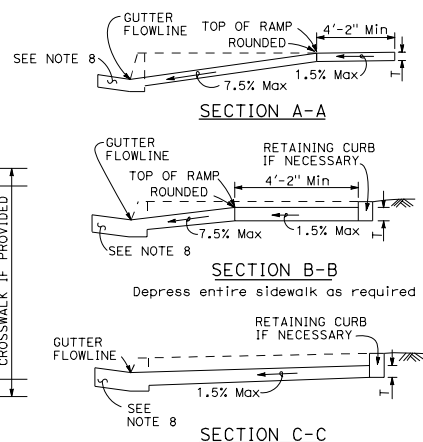
622-4

SHEET 1 OF 1



RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

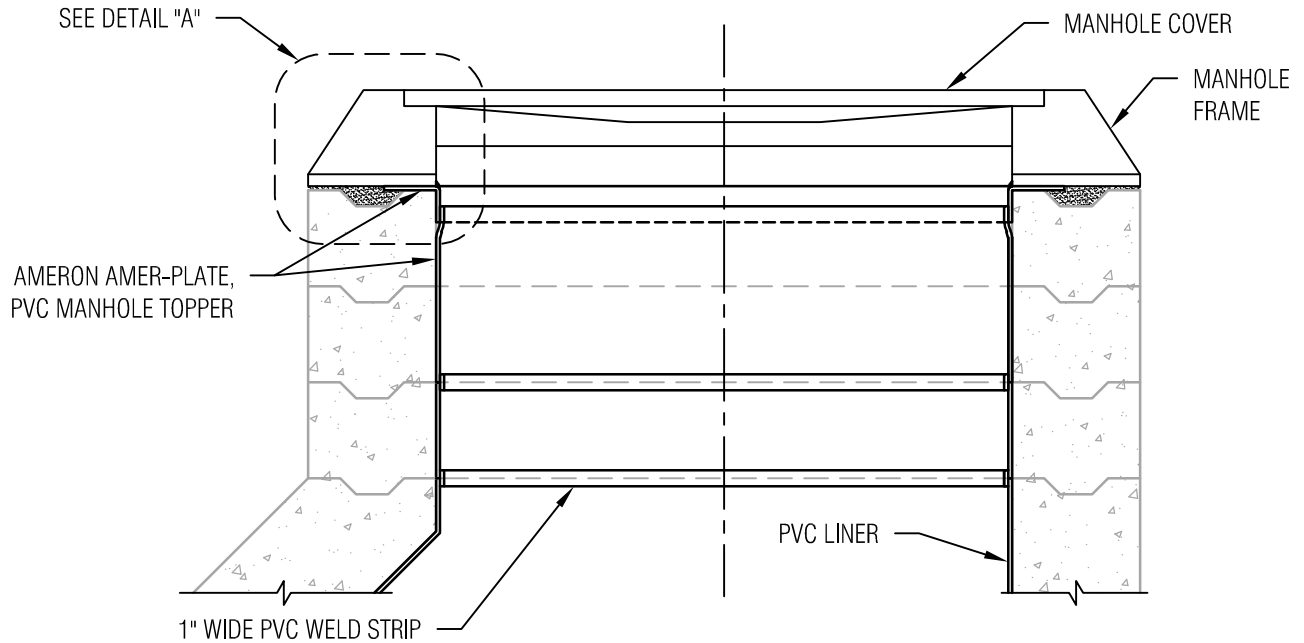
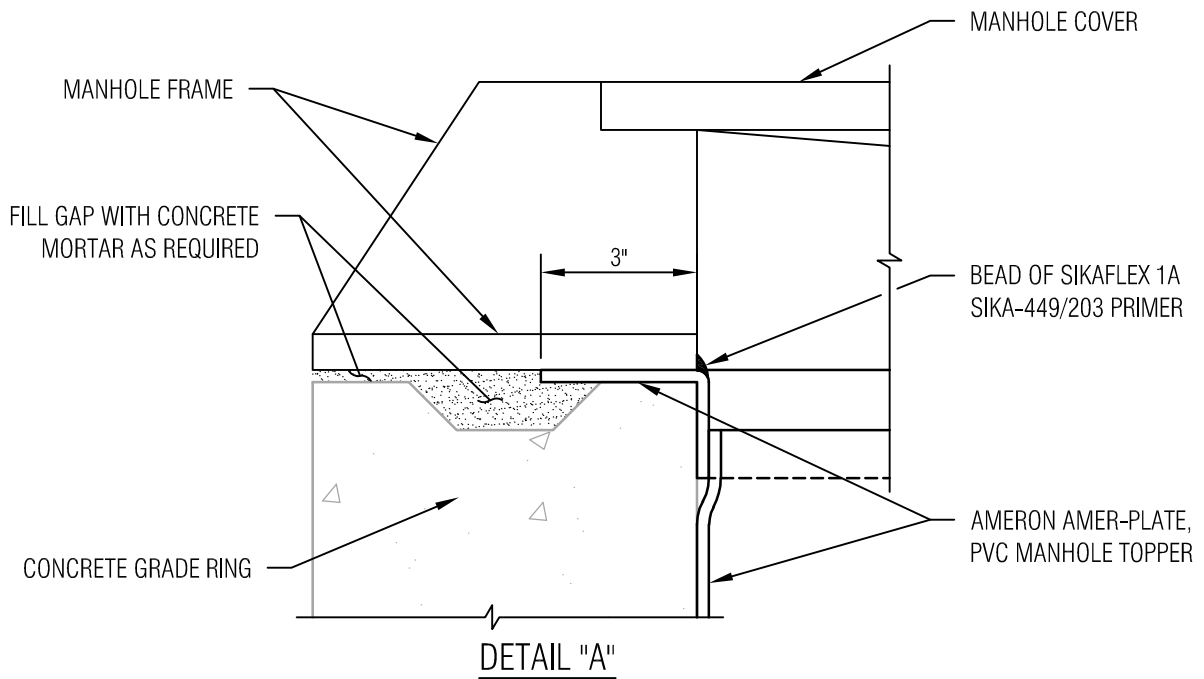
- NOTES:** See Note 10
- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 - Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 - The adjacent surfaces at curb ramps to walks, gutters, and streets shall be at the same level.
 - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 - Sidewalk and ramp thickness, "T", shall be 3 1/2" minimum.
 - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

A88A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
Remedy REGISTERED CIVIL ENGINEER May 31, 2018 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
REBECCA LYNN MOORE REGISTERED PROFESSIONAL ENGINEER No. C54415 Exp. 12-31-19 CIVIL STATE OF CALIFORNIA					

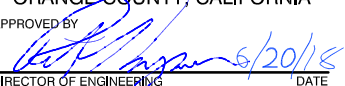


NEW MANHOLE PVC LINER DETAIL

NOTES:



1. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO ONE-EIGHTH INCH HIGH.
2. ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
3. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK SETTING CONCRETE FOR COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
4. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
5. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

DWG: J:\CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-050A - PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE.dwg
DATE: May 15, 2019 8:42am

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA APPROVED BY  DIRECTOR OF ENGINEERING DATE	PVC LINER INSTALLATION EXISTING MANHOLE ADJUST TO GRADE	NO SCALE
					STANDARD DWG.
1	EDAC	02/22/2017			S-050A
NO.	APPROVED	DATE			



1. NEATLY REMOVE PAVEMENT AND AGGREGATE BASE AS NECESSARY TO MAKE ADJUSTMENT.
2. MAKE FINAL ADJUSTMENTS AT THE MORTAR JOINT BETWEEN THE FIRST AND SECOND GRADE RINGS. SET FLUSH WITH PAVEMENT TO 1/8" HIGH.
3. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED LINER, AND TEST LINER FOR PINHOLES AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24".
4. BACKFILL FLUSH WITH SURFACE OR BELOW PAVEMENT SURFACE AS REQUIRED BY GOVERNING AGENCY WITH 3250 PSI (CLASS B) QUICK-SETTING CONCRETE TO FORM COLLAR. EXPOSED CONCRETE SHALL BE BLACK IN COLOR.
5. FILL AREA ABOVE BELOW-GRADE COLLAR WITH AC WEARING SURFACE TO MATCH ADJACENT AC.
6. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

			ORANGE COUNTY SANITATION DISTRICT ORANGE COUNTY, CALIFORNIA APPROVED BY   DIRECTOR OF ENGINEERING	MANHOLE ADJUSTMENT TO GRADE	NO SCALE
1	EDAC	02/22/2017			STANDARD DWG.
NO.	APPROVED	DATE			S-055

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-055 - MANHOLE ADJUSTMENT TO GRADE.dwg
 DATE: Apr 03, 2019 12:23pm



1. AT EXISTING MANHOLES, ADD OR REMOVE GRADE RINGS, REPAIR PVC OR SPRAYED ON LINER, AND TEST LINER FOR PINHOLES AND "PROBE TEST" FOR WEAK WELDS AS APPROVED BY THE ENGINEER. ADJUST HEIGHT AT MANHOLE RISER SECTIONS IF THE TOTAL HEIGHT OF GRADE RINGS WOULD EXCEED 24 INCHES.
2. WHERE ODOR CONDITIONS EXIST OR WHERE DESIGNATED, SEAL MANHOLE RIM AND HOLES WITH DUCT-SEAL MASTIC. RE-SEAL IF EXISTING MANHOLE COVER WAS SEALED.

DWG: J:_CAD Standards\WIP\WIP_Engineering Standard Drawings\REVISED\S-055A - PVC LINER REPAIR EXISTING MANHOLE.dwg



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: May 2, 2024

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – TRAFFIC SIGNAL MODIFICATION AT BAKER STREET
AND BABB STREET, CITY PROJECT NO. 24-02

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to anna.baca@costamesa.ca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

ONLINE Q&A DUE DATE: 4:00 P.M., Monday, April 29, 2024 **NO CHANGE**

BID OPENING DATE: 4:00 P.M., Monday, May 6, 2024 **NO CHANGE**

ADDENDUM 1 UPDATES:

1. **Q&A** responses to bidder questions posted on Planetbids.com.
Released as an attachment to this Addendum 1 and posted to Planetbids.com
2. **REMINDER:** ORIGINAL SEALED COPY OF BIDDERS BOND MUST BE SUBMITTED TO THE CITY CLERK, 77 Fair Drive, Costa Mesa, CA, PRIOR TO BID OPENING DATE.

Please acknowledge receipt of **Addendum 1** on the Proposal Page "P-4" of the bid proposal sheets.

Sincerely,

Anna Baca
Senior Management Analyst

Attached and Posted to PlanetBids.com:
Q&A responses to bidder questions (1 Page)

TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AN...

Q&A Deadline April 29, 2024 4:00 PM (PDT)

Set 1 Released via Email 04/18/2024 11:31 AM (PDT) – 1 question

1.1 Can you please provide clear plans? the plans are pixelated. Thanks

Answer Plans included in the specifications have also been uploaded to the "Documents" section/tab of the planet bids portal as "24-02 Baker at Babb TS (24x36).pdf"

EXHIBIT C

BONDS

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

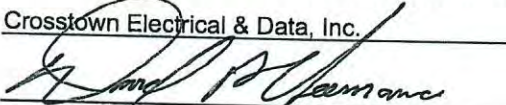
That we, Crosstown Electrical & Data, Inc. as principals, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Amount Bid (\$10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Crosstown Electrical & Data, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Crosstown Electrical & Data, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Crosstown Electrical & Data, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:


We hereunto set our hands and seals this 2nd day of May, 2024.

Crosstown Electrical & Data, Inc.


DAVID HEERMANS, President

Contractor/ Principal
(Notary Acknowledgement to be attached)

Fidelity and Deposit Company of Maryland


Dwight Reilly, Attorney-in-Fact

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

Bidder's Initials

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 05/02/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Melissa Ann Vaccaro

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

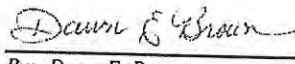
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of May, 2024.



A handwritten signature in cursive script, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

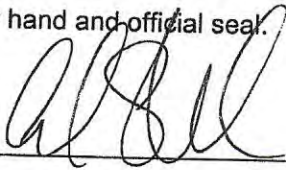
On May 3, 2024 before me, Angela Sherlin, Notary Public
(insert name and title of the officer)

personally appeared David P. Heermance
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

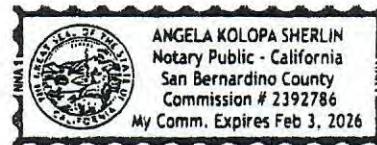


EXHIBIT D
DRUG-FREE WORKPLACE POLICY

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.


Bidder's Initials



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-252

Meeting Date: 6/18/2024

TITLE:

PLANNING APPLICATION PDRC-23-0001 TO ADD THE "LEROY ANDERSON HOUSE" AT 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER AND APPROVE A MILLS ACT CONTRACT FOR THE PROPERTY

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

PRESENTED BY: CAITLYN CURLEY, ASSISTANT PLANNER

CONTACT INFORMATION: CAITLYN CURLEY, ASSISTANT PLANNER, 714-754-5692

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) ("Common Sense") of the CEQA Guidelines.
2. Adopt City Council Resolution 2024-XX to place the "Leroy Anderson House" at 208 Magnolia Street on the Local Register of Historic Places.
3. Approve a Mills Act contract between the City and the property owner to facilitate preservation of the subject property as a historic resource.



Agenda Report

Item #: 24-252

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DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CAITLYN CURLEY, ASSISTANT PLANNER

CONTACT INFORMATION: CAITLYN CURLEY, ASSISTANT PLANNER, 714-754-5692

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2. Adopt City Council Resolution 2024-XX to place the "Leroy Anderson House" at 208 Magnolia Street on the Local Register of Historic Places.
3. Approve a Mills Act contract between the City and the property owner to facilitate preservation of the subject property as a historic resource.

APPLICANT OR AUTHORIZED AGENT:

The applicant and property owner is John Barnett.

BACKGROUND:

The property owner of 208 Magnolia Street (Assessor Parcel Number 425-402-02) has submitted an application to place his residence on the City's Local Register of Historic Places and to enter into a Mills Act contract with the City of Costa Mesa. The subject property is located on the north side of Magnolia Street between Orange and Westminster Avenues.

Historic Designation

The subject property, also referred to as the "Leroy Anderson House", is identified in the 1999 *City of Costa Mesa Citywide Historic Resources Survey* prepared by PCR Services Corporation as being eligible for local landmark designation and is also identified as a potential historical resource in the City's General Plan *Historical and Cultural Resources Element*. Based on historic aerial photographs, the original house is estimated to have been constructed between 1927 and 1931.

The original house consisted of a one-story single-family residence facing Magnolia Street. The garage and second-story addition located at the rear of the property, was constructed in 1997. The home's locally significant architecture, and association with an early prominent local citizen, Leroy Anderson, qualify the home as a potential historic resource.

Mills Act

The Mills Act is a State law allowing cities to enter into contracts with the owners of historic structures. Such contracts allow for a limited reduction in property taxes in exchange for the continued preservation of an historic resource. The Mills Act law enables the City Council to enter into a 10-year contract with owners of historic properties. Under these contracts ("Mills Act contracts"), owners agree to maintain and, if necessary, rehabilitate their historic structures with specific improvements during a 10-year contract period, and subsequently maintain the property pursuant to local, State and federal historic laws. Mills Act contracts automatically extend annually for one year after the initial 10-year term.

The intention of the Mills Act contract tax benefit is to provide the historic property owners with greater means and motivation for historic property maintenance. The City does not control or set the assessed value of property and benefits permitted under the Mills Act contract. Instead, this value and the ultimate property tax paid by the property owner is determined by the Orange County Assessor's Office, using a formula that is established by the State Mills Act legislation. Pursuant to California Government Code Section 50281 (State Mills Act Legislation), Mills Act contracts shall contain the following provisions:

- a) The term of the contract shall be for a minimum period of 10 years, and all protections and incentives for the property owner and City will remain in effect following the 10-year contract period; and
- b) Where applicable, the contract shall provide for the following:
 1. Preservation of the historic resource, and conformance with rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.
 2. For an inspection of the interior and exterior of the premises by the City, prior to a new agreement, and every five years thereafter, to determine the owner's compliance with the contract.
 3. For it to be binding upon and continue to benefit all successors in interest of the property.

Pursuant to State Code Section 50281, if the City Council designates the subject property on the City's Historic Register and also approves a Mills Act contract, the contract would include the aforementioned provisions and a "Rehabilitation/Restoration/Maintenance Plan". The City's Historic Consultant and the applicant have worked together to prepare the proposed project "Rehabilitation, Restoration, Maintenance and Plan" (see Attachment 5.) The Plan includes an itemized future property maintenance schedule to be completed within the 10-year contract term. The schedule includes the specific work/task to be completed, the building features to be improved and the date in which the work/task will be completed within the 10-year contract.

Planning Commission Recommendation

On January 22, 2024, the Planning Commission recommended that the City Council approve the application to add the Leroy Anderson House to the Local Register of Historic Places, and that the City and property owner enter into a Mills Act contract for the long-term preservation of the subject property.

During the public hearing, the Commission inquired about, and staff responded to, the potential for an accessory dwelling unit on the site, future modifications to the structure, if the property could be removed from the Local Historic Register and the Mills Act contract at a later date, and the related City fiscal impacts of a Mills Act contract. On a vote of three to two, with two Commissioners being absent, the Planning Commission recommended that the City Council designate the house as a local historic resource, and directed Planning staff to finalize a draft Mills Act contract for City Council consideration and approval. Planning Commissioners Zich and Vivar voted against the project, based on concerns regarding community benefit of the project and the structural integrity of the building. The Planning Commission Resolution is provided as Attachment 9 to this report. The Mills Act contract, Attachment 4, was prepared by GPA Consulting, the City's Historic Resources consultant, reviewed by the City Attorney's Office, and confirmed by the applicant.

A detailed description of the historic resource value of the property is included in the Historic Assessment Report (provided as Attachment 3 of this report) and provided in the January 22, 2024 Planning Commission staff report and its attachments, which are linked below and are also provided as Attachment 11:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=6485514&GUID=3BDAE55A-1717-4B01-A836-C2BF3F1ACE83>

The Planning Commission meeting minutes are provided as Attachment 10 to this report and the meeting video is linked below:

https://costamesa.granicus.com/player/clip/4080?meta_id=310026

Historical Society Endorsement

The Costa Mesa Historical Society (Society) reviewed the application on March 20, 2024, and voted unanimously to endorse the project. The Society found that the information presented in the Historic Assessment Report is substantiated and supported by their research into historic archives. Specifically, the Historical Society found that architecture of the home is period-correct, and that Leroy Anderson was a person of prominence and made significant contributions to the Costa Mesa community. The Costa Mesa Historical Society's Letter of Endorsement is provided as Attachment 7 to this report.

ANALYSIS:

Pursuant to the Costa Mesa Municipal Code (CMMC), the City Council, upon the recommendation of the Planning Commission, may designate any building, structure, site, object, district, improvement, or natural feature that is over fifty (50) years of age on the City's Local Register of Historic Places if it meets the criteria for listing in the National Register of Historic Places, or one or more of the City's local historic resource criteria as listed below:

- a. Exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;
- b. Is identified with persons or events significant in local, state, or national history;
- c. Embodies distinctive characteristics of a style, type, period, or method of construction;
- d. Is a valuable example of the use of indigenous materials or craftsmanship;
- e. Represents the work of a notable builder, designer, or architect;
- f. Contributes to the significance of an historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development;
- g. Has a unique location or singular physical characteristics or is a view or vista representing an established and familiar visual feature of a neighborhood, community or of the city;
- h. Embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant structural or architectural achievement or innovation;
- i. Is similar to other distinctive properties, sites, areas, or objects based on a historic, cultural, or architectural motif;
- j. Reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning;
- k. Is a type of building or is associated with a business or use which was once common but is now rare; and/or
- l. Yields, or may yield, information important in prehistory or history; and retains the integrity of those characteristics necessary to convey its significance.

The subject property was identified in the *City of Costa Mesa Citywide Historic Resources Survey*, and the Survey indicated that the property was "Not eligible for the National Register but is of local interest because the property is eligible for separate designation under an existing local ordinance." As a result of the Citywide survey, a Building, Structure, and Object Record (Attachment 6) was filed with the State, outlining the features and historic value of the property. In order to determine if the property at 208 Magnolia Street is a cultural resource pursuant the CMMC, an updated historic survey evaluation has been prepared by GPA Consulting (2023 - *Historic Assessment Report*). The Report includes a comprehensive building conditions assessment that documents the current conditions of the historic building (see Attachment 3). The conclusions of the Historic Assessment Report indicate that the property is eligible for City Historic Register designation as a local landmark under local criteria.

The Report specifically indicates that 208 Magnolia Street is eligible under CMMC criterion “a”, “because it reflects the transitional period of early residential development during which the former farming community of Harper evolved from an agricultural area to the more densely developed town of Costa Mesa, and is one of the earliest residences constructed in the Newport Heights Tract during that period. The period of significance under criterion “a” is 1927. Additionally, the Report indicates that the property is eligible under CMMC criterion “b” because the house was the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa. The period of significance under criterion “b” is 1936 to 1957, when Anderson resided at the property.

Lastly, the 2023 Assessment Report provides an analysis of the subject property’s “character-defining features” (criterion “c”). According to the Report, “character-defining features are the architectural components that contribute to a building’s sense of time and place. Character-defining features can be generally grouped into three categories: (1) the overall visual character of a building, (2) the exterior materials and craftsmanship, and (3) the interior spaces, features, and finishes. The relative importance of character-defining features depends on the level of craftsmanship, visibility, and integrity”. The Report concludes that the residence located at 208 Magnolia Street retains integrity of location, design, setting, feeling, and association, and has sufficient physical integrity to convey its historical significance.

ENVIRONMENTAL DETERMINATION:

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3) (“Common Sense”) in that there is no possibility that the addition of the Leroy Anderson House to the Local Register of Historic Places will have a significant impact on the environment. The maintenance/rehabilitation plan will ensure that the site’s historic characteristics are protected.

ALTERNATIVES:

As an alternative to the recommended action, the City Council may:

1. Deny the application to place the Leroy Anderson House on the Local Register of Historic Places and decline to enter into a Mills Act contract with the property owner.
2. Continue the application to a date certain and direct staff to return with additional information, changes and/or clarifications.

FISCAL REVIEW:

Pursuant to CMMC Section 13-200.11 (Preservation Incentives), the City Council may adopt a program of economic and other incentives to support the preservation, maintenance, and appropriate rehabilitation of the City’s cultural resources. The owner of 208 Magnolia Street is requesting that their property be designated on the City’s Local Register of Historic Places, and for the approval of a Mills Act contract with the City for the long-term preservation of the property.

The City’s Finance division reviewed the proposal and estimated an updated fiscal impact to the City for the requested Mills Act contract. Based on the County of Orange’s assessed value of \$1.9 million for the subject property, the City’s current annual tax revenue for the property is approximately \$2,825.

The Mills Act program provides a property tax reduction between 40% and 60%, annually, as detailed in Attachment 8. This tax reduction may increase or decrease each year in proportion to a property's assessed value. At its current value, under the requested Mills Act contract, the subject property will generate between an estimated \$1,130 and \$1,695 in property tax revenue to the City.

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.

CONCLUSION:

The placement of the Leroy Anderson House on City's Local Register of Historic Places and approval of a Mills Act contract is consistent with the City's Historic Preservation Ordinance "Purpose" in that designating the property on the City's Historic Registry will: (1) further safeguard the City's heritage as embodied and reflected in the subject property, (2) encourage public knowledge, understanding, and appreciation of the City's past by fostering civic and neighborhood pride and a sense of identity based on the recognition of a cultural resource, (3) preserve an architectural style that reflects the City's history, and (4) enhance property values and increase economic and financial benefits to the City by protecting a local neighborhood historical resource asset.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING PLANNING APPLICATION PDCR-23-0001 TO ADD THE LEROY ANDERSON HOUSE ON THE CITY'S LOCAL HISTORIC REGISTER AND AUTHORIZE APPROVAL OF A MILLS ACT CONTRACT AT 208 MAGNOLIA STREET

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

WHEREAS, an application was filed by John Barnett with respect to the real property located at 208 Magnolia Street, requesting placement of the Leroy Anderson House on the local historic register, and the establishment of a Mills Act contract between the property owner and the City of Costa Mesa; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("Common Sense") based on the findings and conclusions in the staff report.

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

BE IT RESOLVED that based on the evidence in the record and the findings contained in Exhibit A, the City Council hereby approves Planning Application PDCR-23-0001 with respect to the property described above.

PASSED AND ADOPTED this 18th day of June, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

EXHIBIT A

FINDINGS

- A. Pursuant to CMMC Section 13-200.9(2)(b) – “Findings”, in order to designate the subject property on the City’s Historic Register, the City Council must find that:

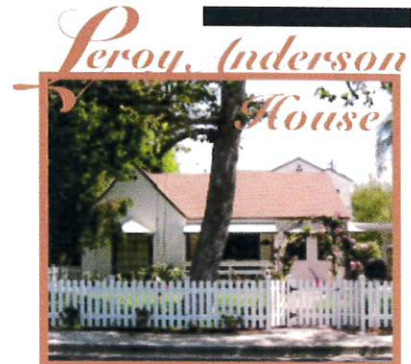
Finding: The site, building, structure, district, object, natural feature or improvement has special historical, archaeological, cultural, architectural, community value in the City, and that the purpose of the City’s Historic Preservation Ordinance is maintained by such designation.

Facts in Support of Finding: The 2023 GPA Historic Assessment Report indicates that the residence located at 208 Magnolia Street has special historical, architectural and community value in that the structure reflects the transitional period of early Costa Mesa residential development during which the former farming community of Harper evolved from an agricultural area to the more densely developed town, and is one of the earliest residences constructed in the Newport Heights Tract during that period. Additionally, the Report indicates that the subject residence has community value in that the house was the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa. Further, preservation of this historical residence is consistent with the City’s Historic Preservation Ordinance “Purpose” in that designating the property on the City’s Historic Registry will: (1) further safeguard the City’s heritage as embodied and reflected in the subject property, (2) encourage public knowledge, understanding, and appreciation of the City’s past by fostering civic and neighborhood pride and a sense of identity based on the recognition of a cultural resource, (3) preserve a diverse and harmonious architectural style that reflects the City’s history, and (4) enhance property values and increase economic and financial benefits to the City by protecting a local neighborhood historical resource asset.

Home background: Known as the Leroy Anderson Home built in 1927 reflecting the English Revival

This family home is located at 208 Magnolia and was built in 1927. This was the home of Leroy Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa.

The structure is significant because it is one of only a dozen that reflected the English Revival style in residential design within the City of Costa Mesa. Rear room additions were added to this quality custom home at a later time.



Thank you for your consideration.

John Barnett

208 Magnolia Street, Costa Mesa CA 92627

(949) 632 4353



Historic Assessment Report

Date: April 7, 2023
For: Patrick Achis, Assistant Planner, Development Services Department, City of Costa Mesa
Subject: 208 Magnolia Street, Costa Mesa
From: Audrey von Ahrens, Associate Architectural Historian, GPA Consulting

Introduction

The owner of 208 Magnolia Street (Assessor Parcel Number 425402-02) is interested in applying for the Mills Act program and entering a Mills Act contract with the City of Costa Mesa (City). GPA Consulting (GPA), a qualified historic preservation consultant, was retained by the City to assist with this process.

The Mills Act is a California state law that was enacted in 1972, giving participating local governments the authority to enter formal agreements, generally known as a Historical Property Contract, with owners of “qualified” historic properties. Under this contract agreement, the property owner agrees to protect, preserve, and maintain the property in accordance with specific historic preservation standards and other conditions set forth in the contract in exchange for a property tax reduction. The California Government Code, Article 12, Sections 50280 – 50290 and California Revenue and Taxation Code, Article 1.9, Sections 439 – 439.4 contain the relevant State regulations. A “qualified historical property” is one that is listed in the National Register of Historic Places or located in a registered district, or listed in any local official register (GOV, Article 12, Section 50280.1).



Figure 1: 208 Magnolia Street, view looking north. Source: GPA Consulting, February 2023.

The property at 208 Magnolia Street is not currently listed on any federal, state, or local registers but was identified in the *City of Costa Mesa Citywide Historic Resources Survey* prepared by PCR Services Corporation in 1999 as eligible for local landmark designation. In order to be eligible for a Mills Act Historic Property Contract

as a “qualified historical property,” 208 Magnolia Street must be formally designated as a local landmark and placed on the City’s Local Register of Historic Places (Local Register). The purpose of this Historic Resource Assessment is to accompany the Mills Act Application Form and inform the City’s staff report to the Historic Preservation Committee, Planning Commission, and City Council for the proposed landmark designation of the property.

Audrey von Ahrens, Associate Architectural Historian, was responsible for the preparation of this memo. She fulfills the qualifications of a historic preservation professional outlined in Title 36 of the Code of Federal Regulations, Part 61. Her résumé is included as **Attachment A**.

Methodology

In preparing this report, GPA performed the following tasks:

1. Reviewed existing information provided by the City, including the 1999 Department of Parks and Recreation (DPR) form set, and building permit records.
2. Conducted a site inspection of the property to ascertain the general condition and physical integrity of the property. Digital photographs were taken during this field inspection.
3. Conducted research into the history of the property. Sources referenced included building permit records, city directories, newspaper archives, genealogical databases, and historic maps.
4. Reviewed the *1999 City-Wide Historic Resources Survey* to identify the appropriate contexts for the evaluation.
5. Reviewed and analyzed ordinances, statutes, regulations, bulletins, and technical materials relating to federal, state, and local historic preservation designations, and assessment processes and programs to evaluate the property for significance as a City of Costa Mesa landmark.

Brief Description and History of the Property

Architectural Description

208 Magnolia Street is located on the north side of Magnolia Street between Orange and Westminster avenues in the city of Costa Mesa. The property comprises a one-story single-family residence facing Magnolia Street with a two-story rear addition and garage facing the rear alley. The original one-story portion of the residence is L-shaped in plan and has a steeply sloping cross-gable roof with front gable projection on the southwest corner and has a combination of flush and enclosed, shallow eaves. The roof is clad in composition shingles and the exterior walls are clad in smooth stucco. The elevations are asymmetrically arranged and fenestration consists of a combination of multi-light and single-light casement and double-hung sash windows in various groupings and sizes. They are mostly dual-pane, wood windows. Within the gable peaks are attic vents, each with three circular openings containing red clay vent tubes. Rectangular foundation vents with wire mesh are unevenly spaced across the building base.

The primary (south) elevation is characterized by a slightly recessed main entrance porch located at the center of the elevation and sheltered by the overhanging eave of the roof (see **Figure 2**). The main entrance is located on the west wall within the porch and consists of a replacement wood Dutch door with multi-light upper leaf and single-panel lower leaf. At the center of the porch is a secondary entrance with narrow, partially glazed door and sidelights. The door and sidelights each have four divided lights above a single wood panel. Opposite the main entrance door, on the east wall of the porch, is a single window opening with multi-light wood casement. The porch opening is articulated by a full width standing seam awning with decorative metal fascia and two metal spear supports. The brick porch is slightly elevated and accessed from the east end via brick steps and a walkway leading from the street. A large, multi-light window with half-round, metal standing seam awning and decorative fascia trim is centered beneath the projecting gable on the west end of the elevation. At the east end of the elevation are two multi-light windows, each with similar half-round awnings. The primary elevation overlooks a manicured lawn enclosed by a low wood picket fence. Plant beds line the base of the elevation and a small area

paved with scored concrete, remnants of a former driveway from Magnolia Street, is located within the east portion of the front yard.

The east elevation overlooks a side patio that is enclosed by a high wood fence and sheltered beneath a wood pergola that connects to the elevation (see **Figure 3**). A secondary entrance is on the south end of the elevation with a multi-light wood panel door sheltered by a rectangular, standing seam metal awning with decorative metal fascia and accessed by wood steps. Window openings are evenly spaced across the remainder of the elevation and include a high tripartite window with single-light casements, and a single-light wood sliding sash window. The remainder of the elevation consists of the two-story addition, which projects from the main wall plane of the original residence.

The rear (north) elevation consists of the two-story addition on the east end and four window openings on the west end (see **Figure 4**). The two smaller window openings immediately adjacent the addition are non-original wood casement sash with leaded stained glass. The two larger window openings on the west have one-over-one double-hung sash. The elevation overlooks a rear yard that is enclosed by fencing on north and west, and the two-story addition and garage on the east.

The west elevation has a shallow setback from the adjacent property and has no entrance openings (see **Figure 5**). Six windows are asymmetrically arranged across the elevation. Four single-light casement windows are on the south end of the elevation, organized into groups of two. Toward the north end is a smaller single-light casement and a one-over-one double-hung sash window.



Figure 2. Primary (south) elevation, view looking north. Source: GPA, February 2023.



Figure 3: East elevation, view looking west. Source: GPA, February 2023.



Figure 4: North elevation, view looking south. Source: GPA, February 2023.



Figure 5: West elevation, view looking east. Source: GPA, February 2023.

Construction and Ownership History

The original building permit for the construction of the single-family residence could not be found in the City's records. According to the Orange County Assessor's records, the single-family residence was originally

constructed in 1927;¹ however, the property is not visible in historic aerials from August 1927,² but may have been constructed after the photograph was taken. It is first depicted in a 1931 historic aerial photograph.³ Therefore, the estimate date of construction is circa 1927-1931. The earliest known owners were Maurice and Josephine Nash, owner of a live bait boat company, Prop Sunshine, who resided at the property from at least 1933 to 1934.⁴ In 1935, the property was owned by Everett T., an oil worker, and Florence M. Jones who resided there with tenants Ellard L. Jacka, a mechanic, and his wife Eugenia M.⁵ In 1936, it was owned by retired U.S. Army Master Sargent Joel W. Rowan and wife and Clara, who lived there with their son, William S. Rowan, and tenanted by a student, William T. Brown.⁶ By October 1936, the property was purchased by Leroy P. Anderson, an attorney, and his wife, Lola F. Anderson, who worked as a secretary.⁷ The Andersons resided at the property until at least 1966.⁸

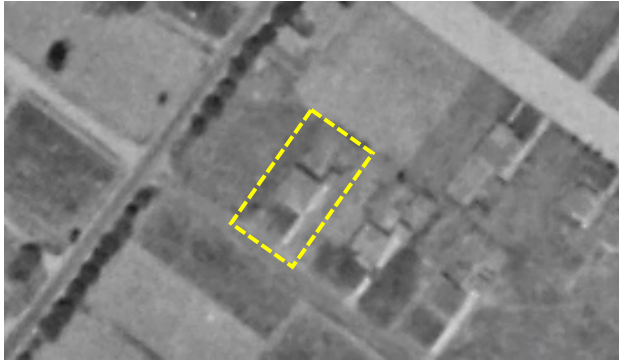


Figure 6. 1931 historic aerial photograph showing driveway and detached garage. Source: UCSB.



Figure 7: Circa 1950 historic photograph showing west elevation. Source: Owner's personal records.

No building permits exist for the property prior to the 1950s. A historic aerial photograph from 1931 depicts a long driveway to the south of the residence that leads from Magnolia Street to a small, detached garage to the rear of the residence (see Figure 6). Also based on historic aerial photographs, between 1938 and 1953 an alley was constructed along the rear of lots fronting Magnolia Street, including the subject property, but driveway access remained at the front of the property from Magnolia Street.⁹ The oldest building permit found dates to 1956 for re-roofing of the residence, still under the ownership of Anderson.¹⁰ Due to the lack of building permits available and other documentary evidence, such as historic photographs, no other alterations that occurred prior to 1956, if any, could be identified. However, it does not appear that many substantial changes were made to the exterior of the residence until the 1990s. In 1997, under the ownership of Christopher Rigandi, a new garage and two-story rear addition were constructed.¹¹ It is unclear if the 1930s garage was demolished at this time or incorporated into the addition. In 2002, the residence was again re-roofed with composition shingles by new owner, Phil Dunn.¹² No other alterations are recorded in the building permit history. In 2022, the current owners replaced all of the windows on the primary (south) elevation with new, dual-pane wood windows as well

¹ Orange County Assessor's Records, accessed via ParcelQuest.

² Geospatial Collection, Flight C-113, Frame 1073, Beginning Date August 1, 1927, UCSB Library, University of California, Santa Barbara, accessed via Frame Finder, https://mil.library.ucsb.edu/ap_indexes/FrameFinder/.

³ Geospatial Collection, Flight C_1590, Frame 32, Beginning Date May 22, 1931, UCSB Library, University of California, Santa Barbara, accessed via Frame Finder, https://mil.library.ucsb.edu/ap_indexes/FrameFinder/.

⁴ Anaheim City Directory, 1933 and 1934.

⁵ Anaheim City Directory, 1935.

⁶ Anaheim City Directory, 1936.

⁷ "Costa Mesa," *Santa Ana Register*, October 9, 1936, 20.

⁸ *California, U.S., Voter Registrations, 1900-1968*, Ancestry.com, accessed March 2023, https://www.ancestry.com/imageviewer/collections/61066/images/orangecounty_57-00918.

⁹ UCSB historic aerial photographs, 1938 and 1953.

¹⁰ City of Costa Mesa Building Permit No. 4119, December 21, 1956.

¹¹ Building Permit No. M083981 and B083979, July 30, 1997.

¹² Building Permit No. B02-00355, March 13, 2002.

as all of the doors within original openings.¹³ Addition alterations, listed below, were identified by observations made during the site visit by GPA in February 2023. As such, the exact dates of these alterations are unknown.

- Installation of wood bench along west edge of main entrance porch and modification of metal spear supports for porch awning to anchor to the bench, rather than the porch floor.
- Demolition of majority of original driveway and curb-cut along Magnolia Street.
- Erection of perimeter fencing along the front and rear of the property.
- Construction of a pergola addition on the east elevation.
- Installation of front brick walkway leading from Magnolia Street to the entrance porch.
- Replacement of all original wood panel interior doors.
- Replacement of original wood flooring with new.
- Kitchen and bathroom remodels.

Local Landmark Eligibility and Significance Summary

The City's Historic Preservation Ordinance is codified in Title 13, Chapter IX, Article 14 of the Municipal Code. It establishes the City's Local Register and designation criteria for local landmarks. The city council, upon recommendation of the planning commission, may designate any building, structure, site object, district, improvement, or natural feature that is over fifty (50) years of age, or in special circumstances less than fifty (50) years of age, if it meets the criteria for listing in the National Register of Historic Places or one (1) or more of the criteria listed below:

- a. Exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, engineering, architectural, or nature history; or
- b. Is identified with persons or events significant in local, state, or national history; or
- c. Embodies distinctive characteristics of a style, type, period, or method of construction; or
- d. Is a valuable example of the use of indigenous materials or craftsmanship; or
- e. Represents the work of a notable builder, designer, or architect; or
- f. Contributes to the significance of an historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development; or
- g. Has a unique location or singular physical characteristics or is a view or vista representing an established and familiar visual feature of a neighborhood, community or of the city; or
- h. Embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant structural or architectural achievement or innovation; or
- i. Is similar to other distinctive properties, sites, areas, or objects based on a historic, cultural, or architectural motif; or
- j. Reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning; or
- k. Is a type of building or is associated with a business or use which was once common but is now rare; or
- l. Yields, or may yield, information important in prehistory or history; and retains the integrity of those characteristics necessary to convey its significance.

¹³ 2002 MLS photographs and current owner records.

Previous Determinations and Evaluation Update

208 Magnolia Street was identified in the *City of Costa Mesa Citywide Historic Resources Survey* prepared by PCR Services Corporation in 1999. The property was recorded and evaluated on California Department of Parks and Recreation (DPR) Forms and assigned a California Historical Resource Status Code¹⁴ of 5S1, which the 1999 survey used to denote “Not eligible for the National Register but of local interest because the property is eligible for separate designation under an existing local ordinance.”¹⁵ The Status Codes have since been revised by the California Office of Historic Preservation (OHP), and the most applicable current Status Code is 5S3, which denotes “Appears to be individually eligible for local listing or designation through survey evaluation.”¹⁶

The 1999 evaluation found the property “locally significant for its architecture and its association with an early prominent local citizen, LeRoy Anderson...a prominent local attorney who was instrumental in the early development of Costa Mesa,” and further explains that “the bungalow is one of only a dozen which reflect the Period Revival style in residential design within the City of Costa Mesa... the dwelling reflects the size, scale, massing, plan, and architectural style of its generation in Costa Mesa and is a good example of its property type.”¹⁷ The period of significance was identified as 1927, the date of construction. The 1999 DPR form set is included in **Attachment B**.

Evaluation Update

GPA reviewed the 1999 survey of the property and updated the evaluation to clarify the local criteria under which it is eligible for designation, to elaborate on the areas of significance, and to identify accurate periods of significance under each applicable criterion, as well as provide an analysis of integrity given the substantial length of time since the property was last surveyed and evaluated in 1999, over twenty years ago. Based on the findings from the 1999 survey and additional research conducted as part of this report, the property appears to be eligible for designation as a local landmark under local criteria a and b. The significance of the property under each of these criteria are discussed separately, below.

Criterion a

To be eligible under local criterion a, a property must exemplify or reflect special elements of the city’s cultural, social, economic, political, aesthetic, engineering, architectural, or natural history. The context considered under local criterion a is early residential development in unincorporated Costa Mesa.

The present-day City of Costa Mesa generally formed from the early communities of Fairview on the northwest, Paularino on the northeast, and Harper on the south.¹⁸ 208 Magnolia Street is located in the Newport Heights Tract within the vicinity of the early town of Harper, southeast of Newport Boulevard. The tract was recorded in 1906 as one of the earliest housing tracts in the area (see **Figure 8**). The early development of Harper and the Newport Heights tract is described in the below excerpt from the *Citywide Historic Resources Survey*:

In January 1906, the *Huntington Beach News* announced that 'one of the largest realty deals ever made in Orange County was consummated last week when seventeen hundred acres of the San Joaquin Ranch (owned by James Irvine) were sold to an Investment Company and will immediately be cut up into 5-acre tracts and placed on the market.' Following this announcement, a water distribution system was installed in the mesa.

Parallel with the land development the area experienced its first oil boom which served to promote and expand population. Three oil wells went up in 1906 just south of the present

¹⁴ The evaluation instructions and classification system prescribed by the State California Office of Historic Preservation (SOHP) in its *Instructions for Recording Historical Resources* (1995) provide a Status Code for use in classifying potential historical resources.

¹⁵ PCR Services Corporation, *City of Costa Mesa Citywide Historic Resources Survey* (City of Costa Mesa, July 1999), 29.

¹⁶ “California Historical Resources Status Codes, Current as of 3/1/2020,” accessed April 2023, <https://ohp.parks.ca.gov/pages/1069/files/Resource-Status-Codes.pdf>

¹⁷ PCR Services Corporation, “Department of Parks and Recreation Form Set, 208 Magnolia Street,” June 1, 1999.

¹⁸ Costa Mesa Historical Society, *Images of America: Early Costa Mesa* (San Francisco, CA: Arcadia Publishing, 2009), 2.

Newport Beach Harbor High School location. In the latter part of 1907, several more wells were installed on the northern end of the Newport Heights Tract. The oil boom was short-lived. The oil that had been found turned out to be a thick, sticky substance and thus, very difficult to pump. Within two or three years the old derricks were abandoned. The growth and development of Harper fell back upon land development.¹⁹

In April 1907, the Newport Mesa Tract was filed, just west of the Newport Heights Tract. Over 200 five-acre parcels were sold in the first year.²⁰ At this time, most of the population was centered between Newport Boulevard on the west and Orange Avenue on the east and Seventeenth on the south and Nineteenth Streets on the north. The period from 1906 to 1912 continued to attract new settlers as well as establish potential business opportunities. In 1913, the Fairview Farms Tract was opened, just north of the Newport Heights Tract, and its publicity led to a further increase in population and development activity. The farming community of Harper was renamed in 1920 to Costa Mesa and between 1920 and 1940, the population of Costa Mesa grew from approximately 200 to 4,692.²¹

Although the Newport Heights Tract was established in 1906, as depicted in historical aerial photographs, the area remained relatively sparsely developed through 1927, when the residence at 208 Magnolia may have been constructed (see **Figure 9**). Following the Great Depression in 1929, minimal development of new housing occurred in the vicinity of the Newport Heights Tract (see **Figure 10**).²²

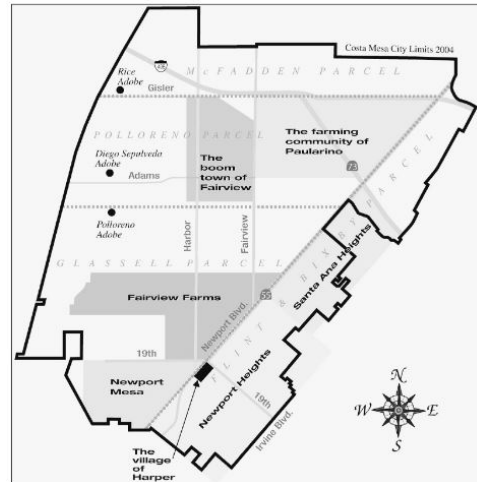


Figure 8. Present-day and early towns of Costa Mesa. Source: Costa Mesa Historical Society.



Figure 9. 1927 historic aerial photograph showing the vicinity of the Newport Heights Tract. Source: UCSB.



Figure 10. 1931 historic aerial photograph showing the vicinity of the Newport Heights Tract. Source: UCSB.

As with 208 Magnolia Street, the vast majority of early residences in Costa Mesa were not architect-designed or the work of a developer. Instead, they were vernacular buildings constructed by a local builder/contractor or the homeowner. Typically small, one-story wood frame buildings, they were either clad in clapboard or (later) sheathed in stucco (like 208 Magnolia Street) and had hip or gable roofs and front porches with varying configurations and designs. Though a common type of single-family residence found throughout Southern California from the 1900s through 1940, they still possessed some individuality and were the homes of generations of working- and middle-class citizens.²³ In Costa Mesa, the earliest residences were constructed by

¹⁹ PCR Services Corporation, *City of Costa Mesa Citywide Historic Resources Survey* (City of Costa Mesa, July 1999), 10.

²⁰ Ibid., 10.

²¹ Ibid., 11.

²² Ibid., 12.

²³ Ibid., 17.

farmers on 5- to 10-acre lots, clad in wood and reflected earlier Victorian and Arts and Crafts styles. Residences constructed later in this period, when the farms and orchards began being subdivided to smaller lots for housing development, reflected Period Revival styles. 208 Magnolia Street was constructed as part of this early wave of development, just before the onset of the Great Depression.

The Great Depression continued unabated throughout 1933 and 1934, during which time the branch line of the Southern Pacific Railroad, which ran from Santa Ana to Newport Beach along Newport Boulevard throughout the heart of town, was abandoned.²⁴ Growth resumed in 1940 but Costa Mesa retained the atmosphere of a small town until World War II accelerated growth.²⁵ Construction of the United States Air Corps Replacement Training Center began in 1941 and opened in 1942 as the Santa Ana Army Air Base (SAAAB), and eventually reached the size of 1,283 acres west from Newport Boulevard to Harbor Boulevard, south from Warehouse Road to the present Vanguard University.²⁶ SAAAB brought an increase in population in Costa Mesa and continued residential development in the Newport Heights Tract, which was largely built out by 1947 (see **Figure 11**). A few years later, with an area of 3.5 square miles and a population of 16,185, the City of Costa Mesa incorporated on June 29, 1953.²⁷ By the end of the 1950s, Newport Heights as well as the other oldest housing tracts were fully developed (see **Figure 12**); thus, the City expanded outward with new housing tracts developed throughout the postwar period.



Figure 11: 1947 historic aerial photograph showing the vicinity of the Newport Heights Tract. Source: UCSB.



Figure 12: 1958 historic aerial photograph showing the vicinity of the Newport Heights Tract. Source: UCSB.

208 Magnolia reflects the transitional period of early residential development which began in the 1920s as the former farming community of Harper evolved from an agricultural area developed with 5- and 10-acre farmsteads to a more densely developed town of Costa Mesa. 208 Magnolia is one of the earliest residences constructed in the Newport Heights Tract from this period. At such, it is eligible for listing as a landmark under local criterion a.

Criterion b

To be eligible under local criterion b, a property must be identified with persons or events significant in local, state, or national history. 208 Magnolia Street underwent frequent changes in ownership in the first decade after it was constructed with at least three different owners between 1933 and 1936²⁸ (see **Construction and Ownership History starting on page 3** for more detail). However, the fourth known owners, Leroy P. and Lola F. Anderson resided at the property for a substantial period, during which time Leroy was a particularly influential member of the community.

²⁴ Ibid., 13.

²⁵ Ibid.

²⁶ Ibid.

²⁷ Ibid., 15.

²⁸ Anaheim City Directory, various dates.

Leroy Plummer Anderson (1889-1957) was born in 1898 to farmers Joseph and Mary J. and grew up working on the family farm in Richland, Kansas.²⁹ Anderson served in World War I in 1919 and in 1920, at the age of 21, lived with his sister, Bessie, and her husband John Reed, in Portland, Oregon³⁰ where he attended the University of Oregon and received his degree of Bachelor of Law in 1922.³¹ In 1926, he married Lola Fern Chenoweth (1898- 1983) from Walla Walla, Washington.³² They relocated to the vicinity of Costa Mesa by 1927 when they purchased a homesite.³³ Despite having purchased land, the Andersons rented a home at 859 Fairview Avenue in Newport Beach in 1930 while Anderson established his own law firm and Lola worked as a stenographer at City Hall.³⁴ They moved into the property at 208 Magnolia Street in 1936 where they resided together until Anderson passed away in August of 1957,³⁵ after which Lola retained ownership of the property and lived there until at least 1966.³⁶ The Andersons, both Leroy and Lola, were active in the community of Costa Mesa as members of the Costa Mesa Lions Club throughout their residency. In addition, Leroy Anderson was an active member of the board of the Newport Beach Exchange Club. He became director of the Costa Mesa Chamber of Commerce and harbor district attorney by 1930.³⁷



Figure 13. 1927 photograph showing the Lions Club members. Source: *Early Costa Mesa*.



Figure 14: 1928 Chamber of Commerce, Anderson at bottom right. Source: *Early Costa Mesa*.

In his first few years in Costa Mesa, Anderson was a key leader of the Newport Beach and Costa Mesa communities in their fight to secede from the Santa Ana high school district.³⁸ After losing the suit at the superior court in 1928, Anderson represented the chamber of commerce and Costa Mesa district, of which he was a part, at the higher court proceedings in Sacramento in the attempt gain state legislation to separate the elementary school districts from the city high school districts for Costa Mesa and Newport Beach. As a result of Anderson's efforts, the Newport Harbor-Costa Mesa high school bill permitted the organization of a Harbor high school district, separate from the Santa Ana high school district in 1929.³⁹ By the end of that year, a site for the

²⁹ 1900 *United States Federal Census*, Ancestry.com, accessed March 2023, https://www.ancestry.com/imageviewer/collections/7602/images/4120145_00481.

³⁰ 1920 *United States Federal Census*, Ancestry.com, accessed March 2023, https://www.ancestry.com/imageviewer/collections/6061/images/4384923_00314.

³¹ *The University of Oregon, Catalogue, 1922-1923, Announcements, 1923-1924*, (Eugene, OR: The University Press, 1924), 207, accessed online March 2023, file:///C:/Users/audrey/Downloads/UOCAT_1923-24_Anno.pdf.

³² *California, U.S., Death Index, 1940-1997, Place: Orange; Date: 13 Sep 1983; Social Security: 568244126*, Ancestry.com, accessed March 2023. 1930 *United States Federal Census*.

³³ "Realty Sales at Costa Mesa Total \$50,000," *Santa Ana Register*, January 31, 1927, 15.

³⁴ 1930 *United States Federal Census*.

³⁵ *California, U.S., Death Index, 1940-1997, Place: Orange; Date: 19 Aug 1957; Social Security: 571229151*, Ancestry.com, accessed March 2023.

³⁶ "Costa Mesa," *Santa Ana Register*, October 9, 1936, 20. *California, U.S., Voter Registrations, 1900-1968*.

³⁷ "Plan Meeting of Mesa, Beach Organizations," *Santa Ana Register*, June 11, 1930, 8.

³⁸ "Newport Fails in Fight for High School," *Santa Ana Register*, March 4, 1928, 6.

³⁹ "Rural School Merger Bill Meets Defeat," *Santa Ana Register*, March 21, 1929, 3.

construction of the new Newport Harbor Union High School was identified and the need for a new high school board was established.⁴⁰ Anderson was elected as the first president and chairman of the new high school board in 1930.⁴¹ In January of 1931, he announced the completion of the Newport Harbor Union High School at the dedication ceremony as president of the high school board and trustees.⁴² Anderson did not run for re-election in 1932 but remained a charter member of the school board.⁴³ In 1932, Anderson became president of the Harbor Service Club.⁴⁴ He was also a member of American Legion Post No. 455 by 1937⁴⁵ and helped establish the Costa Mesa Improvement Association and served as charter member of the newly formed organization in 1938.⁴⁶ He was appointed chairman of the advisory board of Newport Beach Selective Service Board 171 in 1941.⁴⁷

As an unincorporated community, Costa Mesa was governed by county supervisors, headquartered in Santa Ana. Much-needed local leadership emerged through special districts and organizations such as school boards, water boards, the Costa Mesa Chamber of Commerce, Women's Club, and Lions Club. While organizations such as these were common across Southern California at the time, they were particularly important in the history of Costa Mesa, which was formed much later than other neighboring cities and remained unincorporated until the 1950s. As such, these organizations and the individuals, such as Leroy P. Anderson, that helped establish and lead them, were particularly influential in forming the identity of Costa Mesa, developing a tradition of local governance and ultimately laying the groundwork for home rule and future incorporation.⁴⁸

For all of the reasons detailed above, Leroy P. Anderson would be considered a significant individual in the history of Costa Mesa and 208 Magnolia, as the long-term residence of the Anderson's, is eligible for listing as a landmark under local criterion b.

Summary

208 Magnolia Street appears to be eligible for landmark designation under local criterion a because it reflects the transitional period of early residential development during which the former farming community of Harper evolved from an agricultural area to a more densely developed town of Costa Mesa and is one of the earliest residences constructed in the Newport Heights Tract during that period. The period of significance under criterion a is 1927, the date of construction. The property also appears to be eligible under criterion b as the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa. The period of significance under criterion b is 1936 to 1957, encompassing the period of time during which Anderson resided at the property.

Character-Defining Features

Character-defining features are the architectural components that contribute to a building's sense of time and place. Character-defining features can be generally grouped into three categories: the overall visual character of a building, the exterior materials and craftsmanship, and the interior spaces, features, and finishes. The relative importance of character-defining features depends on the level of craftsmanship, visibility, and integrity. In addition, some character-defining features are more important than others in conveying the significance of the building. The character-defining features identified below are considered the most important elements contributing to the significance of the property, and generally include features that date from the period of significance, directly relate to the original use, type, and style, display craftsmanship, are highly visible, and retain integrity.

⁴⁰ "Exchange Club Wants Large School Plant," *Santa Ana Register*, September 26, 1929, 16.

⁴¹ "Plan Meeting of Mesa, Beach Organizations," *Santa Ana Register*, June 11, 1930, 8.

⁴² "J.P. Greeley is Chairman of Ceremony," *Santa Ana Register*, January 11, 1931, 3.

⁴³ "5 Candidates File in Mesa School Race," *Santa Ana Register*, Mar 17, 1932, 9.

⁴⁴ "Attorney Talks on Olympic Games," *Santa Ana Register*, June 23, 1932, 15.

⁴⁵ "Post No. 455 Installs Offices," *Santa Ana Register*, Jul 17, 1937, 7.

⁴⁶ "100 Sign Up for New Costa Mesa Improvement Association," *Santa Ana Journal*, vol. 4, no. 165, November 9, 1938, 4.

⁴⁷ "Daily Happenings," *Santa Ana Register*, August 29, 1941, 3.

⁴⁸ Costa Mesa Historical Society, 8.

Overall Visual Character

- Location within the Newport Heights Tract
- Front yard (south) setback from Magnolia Street
- One-story building height
- L-shape floor plan
- Cross-gabled roof
- Flush eaves
- Asymmetrically arranged elevations
- Trabeated (flat-headed) window and door openings
- Recessed main entrance porch centered on primary (west) elevation

Materials and Craftsmanship

- Stucco cladding with smooth texture finish
- Terracotta attic tube vents
- Multi-light wood windows and doors
- Metal standing seam window awnings with decorative fascia
- Metal standing seam awning with decorative fascia and spear supports over main entrance porch
- Plaster interior walls and ceilings
- Interior arched openings
- Coved ceilings
- Brick fireplace mantel and hearth

Integrity Analysis

It is standard practice to assess a property's integrity as part of a historic evaluation. Integrity is a property's ability to convey its historic significance through its physical features. National Register Bulletin #15 defines seven aspects of integrity: Location, design, setting, materials, workmanship, feeling, and association. In order to convey significance, a property must retain some combination of these aspects of integrity from its period of significance. The aspects of integrity that are essential vary depending on the significance of the resource.

Location: The place where the historic property was constructed or the place where the historic event occurred.

The property retains integrity of location as the property has not been moved since it was constructed in 1927.

Design: The combination of elements that create the form, plan, space, structure, and style of the property.

The property retains integrity of design. Despite the demolition of the original detached garage and construction of the two-story rear addition, the design of the original portion of the residence remains evident. Design features of the building, including its original roof form, scale, horizontal massing, and L-shaped plan are all intact, such as the cross-gabled roof, asymmetrical elevations, flush eaves smooth stucco cladding with red clay tube vents at the gable peaks. Although many of the original windows and doors have been replaced, the original openings remain and the replacement doors and windows are generally compatible wood replacements. Thus, the property retains sufficient integrity of design overall. It is likely that the metal awnings on the primary elevation were added in the 1950s within the period of significance identified under criterion b, when Leroy P. Anderson resided at the property. Thus, this design alteration has gained significance in its own right under criterion b and contributes to its integrity of design.

Setting: The physical environment of a historic property.

The integrity of setting has been retained. Although few of the surrounding lots were developed with single-family residences when the 208 Magnolia Street was initially constructed in 1927, subsequent development has not diminished its integrity of setting, particular because the property is significant as an early example of the transition from an agricultural area to the densely developed residential neighborhood that exists today. The surrounding properties are mostly one and two-story single-family residences constructed in the 1930s to 1940s. Some contemporary infill development has occurred along the street but it is compatible in scale and does not negatively affect the integrity of broad setting. The immediate setting has been diminished by the loss of the detached garage and driveway entrance from Magnolia Street, and construction of the rear addition, but retains sufficient integrity overall to convey its significance.

Materials: The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

Integrity of materials has been diminished by the replacement of original materials over time, such as original wood windows and doors and roof cladding. As a simple, vernacular residence, integrity of materials is not particularly important in conveying its significance as it was not identified as significant for its architecture.

Workmanship: The physical evidence or the crafts of a particular culture or people during any given period in history or prehistory.

Similar to the analysis of integrity of materials, above, as a simple, vernacular residence, the property does not possess examples of fine craftsmanship and thus integrity of workmanship is not particularly important in conveying its significance.

Feeling: A property's expression of the aesthetic or historic sense of a particular period of time.

The property retains integrity of feeling through the combination of its intact location, design, setting, and materials that evoke the sense of a late 1920s, vernacular single-family residence.

Association: The direct link between an important historic event or person and a historic property.

The integrity of association is intact, as the property retains sufficient physical integrity to convey its significance under criteria a and b.

Conclusions

208 Magnolia Street appears to be eligible for landmark designation under local criteria a and b for its ability to reflect the historical trend of early residential development in Costa Mesa and for its association with a locally significant individual, Leroy P. Anderson. The period of significance under criterion a is 1927, the date of construction. Under criterion b, the period of significance is 1936 to 1957, encompassing the period of time during which Anderson resided at the property. 208 Magnolia retains integrity of location, design, setting, feeling, and association, and therefore has sufficient physical integrity to convey its historical significance. As such, 208 Magnolia Street is eligible for inclusion in the Costa Mesa Register as local landmark as it is over 50 years of age, meets criteria a and b, and retains integrity to convey its significance.

Sources

"100 Sign Up for New Costa Mesa Improvement Association." *Santa Ana Journal*. Vol. 4. No. 165. November 9, 1938.

Anaheim City Directory. Various Dates.

Ancestry.com. Various Digital Collections.

California State Office of Historic Preservation, Department of Parks & Recreation. "Technical Assistance Bulletin #8: User's Guide to the California Historical Resource Status Codes & Historic Resources Inventory Directory." Accessed March 2023. <http://ohp.parks.ca.gov/pages/1069/files/tab8.pdf>.

City of Costa Mesa. Building Permits. Various Dates.

Costa Mesa Historical Society. *Images of America: Early Costa Mesa*. San Francisco, CA: Arcadia Publishing, 2009.

"National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation." National Park Service, Cultural Resources. Edited by Patrick Andrus and Rebecca Shrimpton. Accessed March 2023. <https://www.nps.gov/nr/publications/bulletins/nrb15/>.

Orange County Assessor's Records.



PCR Services Corporation. *City of Costa Mesa Citywide Historic Resources Survey*. City of Costa Mesa, July 1999.

PCR Services Corporation. "Department of Parks and Recreation Form Set, 208 Magnolia Street." June 1, 1999.

Santa Ana Register. Various Dates.

The University of Oregon, Catalogue, 1922-1923, Announcements, 1923-1924. Eugene, OR: The University Press, 1924. Accessed Online March 2023. file:///C:/Users/audrey/Downloads/UOCAT_1923-24_Anno.pdf.

Attachments

Attachment A: Résumés

Attachment B: DPR Form Set

Attachment A: Résumés

AUDREY VON AHRENS



Audrey von Ahrens is an Associate Architectural Historian at GPA. She has been involved in the field of historic preservation since 2013. Audrey graduated from the University of Pennsylvania with a Master of Science in Historic Preservation and City Planning where she focused on preservation planning and community economic development. She has since worked in private historic preservation consulting in California. Audrey joined GPA in 2017 and her experience has included the preparation of environmental compliance documents in accordance with the California Environmental Quality Act and Section 106 of the National Historic Preservation Act; historic context statements; Secretary of the Interior's Standards analysis; large-scale historic resources surveys; and evaluations of eligibility for a wide variety of projects and property types throughout Southern California. Audrey is also experienced in coordinating with property owners and local governments in the preparation and review of Mills Act Property Contract applications and the inspection and reporting of properties applying for or with existing contracts.

Educational Background:

- M.S., Historic Preservation, University of Pennsylvania, 2016
- Master of City Planning, University of Pennsylvania, 2016
- B.A., Architectural Studies and B.A., Urban Studies University of Pittsburgh, 2013

Professional Experience:

- GPA Consulting, Associate Architectural Historian, 2017-Present
- Heritage Consulting, Inc., Intern, 2015-2016
- Tacony Community Development Corp., Intern, 2014
- Pittsburgh History & Landmarks Foundation, Intern, 2013
- University of Pittsburgh, Teaching Assistant, 2012-2013
- Pittsburgh Planning Department, Intern, 2012
- Pittsburgh Downtown Partnership, Intern, 2011

Qualifications:

- Meets the Secretary of the Interior's Professional Qualification Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Professional Activities:

- Downtown Los Angeles Neighborhood Council, Planning and Land Use Committee, 2018-present

Selected Projects:

- 328 N. Oakhurst Drive, Beverly Hills, CEQA Historical Resources Report, 2020
- 1360 Vine Street, City of Los Angeles, CEQA Historical Resources Technical Report, 2020-2021
- 1475 E. El Segundo Boulevard, El Segundo, CEQA Historical Resources Report, 2020
- 4080 Lafayette Place, Culver City, CEQA Historical Resources Technical Report, 2020
- Architecture & Engineering Context, Los Angeles Citywide Historic Context Statement, 2019
- Casa de Rosas, Federal Rehabilitation Tax Credit, 2017-2022
- CF Braun & Company Plant, Alhambra, CEQA Historical Resource Report, 2018
- Los Angeles Mills Act Program, Pre-contract Services and Periodic Inspections, 2017-2023
- Laguna Beach Mills Act Program, Application Reports, 2017-2022
- North Beach Historic District, San Clemente, National Register Nomination, 2021
- WM Keck Science Center, Scripps College, Claremont, Secretary of the Interior's Standards Compliance, 2018-2020
- West Covina Historic Resources Survey and Context Statement Update, 2018-2019
- Whittier Public Library, Construction Monitoring, 2021-2023

Attachment B: DPR Form Set

DRAFT

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code 5S1

Other Listings

Review Code _____

Reviewer _____

Date _____

Page 1 of 1 Resource Name or #: (Assigned by recorder) 208 Magnolia Street

P1. Other Identifier: Leroy Anderson's House

P2. Location: ☐ Not for Publication ☒ Unrestricted
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

a. County Orange County

b. USGS 7.5' Quad _____ Date _____ T _____ ; R _____ ; 1/4 of _____ 1/4 of Sec _____ ;

c. Address: 208 Magnolia Street City Costa Mesa Zip _____

d. UTM: (Give more than one for large and/linear resources) _____ ; _____ mE _____ mN

e. Other Location Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

Parcel No. 425-402-02

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A steep, cross-gable roof and stuccoed exterior identify the Period Revival (English) influence in the design of this one-story bungalow. The residence has a L-shaped plan with a front facing gable wing projecting out from the west side of the primary (south) elevation. Beneath the front gable are a pair of large, multi-pane casement windows and three circular vent openings. Smaller, multi-pane windows punctuate the east half of the primary elevation. Canvas awnings hang over all the window openings. the property lot is lushly landscaped and is enclosed by a white picket fence.

P3b. Resource Attributes: (List attributes and codes) HP2 - Single Family Property

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)

P5b. Description of Photo: (View, date, accession #)
(View toward north). Photo No: 10-8, 1/1/99



P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both
1927

P7. Owner and Address
Private

P8. Recorded by: (Name, affiliation, and address)
PCR Services Corporation, 233 Wilshire Blvd., S
130, Santa Monica, CA

P9. Date Recorded: 7/1/99

P10. Survey Type: (Describe)
City-wide Survey

P11. Report Citation: (Cite survey report and other sources, or enter "none")

Attachments NONE Continuation Sheet _____ District Record _____ Rock Art Record _____ Other: (List) _____
Location Map ☒ Building, Structure, and Object Record _____ Linear Feature Record _____ Artifact Record _____
Sketch Map _____ Archaeological Record _____ Milling Station Record _____ Photograph Record _____

BUILDING, STRUCTURE, AND OBJECT RECORD

Primary #

HRI #

Page of

NRHP Status Code

5S1

Resource Name or #: (Assigned by recorder) 208 Magnolia Street

B1. Historic Name: Leroy Anderson's House

B2. Common Name: Leroy Anderson's House

B3. Original Use: Residential

B4. Present Use: Residential

B5. Architectural Style: Period Revival (English)

B6. Construction History: (Construction date, alterations, and date of alterations)

Built: 1927

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: Unknown

b. Builder: Unknown

B10. Significance: Theme: Residential Development

Area: Costa Mesa

Period of Significance: 1927

Property Type: Residential

Applicable Criteria: N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

This property appears ineligible for the National Register. The bungalow is one of only a dozen which reflect the Period Revival style in residential design within the City of Costa Mesa. The building is locally significant for its architecture and its association with an early prominent local citizen, LeRoy Anderson. The dwelling reflects the size, scale, massing, plan, and architectural style of its generation in Costa Mesa and is a good example of its property type. This house was built in 1927, for LeRoy Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa.

B11. Additional Resource Attributes: (List attributes and codes) HP2 - Single Family Property

B12. References:

A Slice of Orange; Costa Mesa City Directories; Sanborn Maps;
Orange County Assessor's Records; Costa Mesa Historical Society;
Los Angeles Public Library

(Sketch Map with north arrow required.)

B13. Remarks:

B14. Evaluator: Jan Ostashay

Date of Evaluation: 7/1/99

(This space reserved for official comments.)

j
 RECORDING REQUESTED BY
 AND WHEN RECORDED RETURN TO:

Costa Mesa City Hall
 Attn: Economic and Development Services
 Department
 77 Fair Drive, 2nd Floor
 Costa Mesa, CA 92626

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE)

Exempt from SB2 fee per Government Code 27388.1(a)(1)(2)(D))

HISTORICAL PROPERTY PRESERVATION AGREEMENT (Mills Act Contract)

BY AND BETWEEN THE CITY OF COSTA MESA,
 A MUNICIPAL CORPORATION, AND

 (PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PRESERVATION AND BENEFIT OF THE
 HISTORIC PROPERTY LOCATED AT

 (ADDRESS)

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, _____ (herein referred to as the "Effective Date"), by and between by the CITY OF COSTA MESA ("City"), and _____ (referred to herein as the "Owner"). City and Owner are each a "party" and collectively the "parties" to this Agreement.

RECITALS

- (i) WHEREAS, the Mills Act (Government Code Section 50280 et seq.) authorize cities to enter into Agreements with the owners of Qualified Historical Properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance; and
- (ii) WHEREAS, the City Council of the City of Costa Mesa (hereinafter "City Council") has approved by resolution the use of such Agreements as an incentive to support the preservation, maintenance, and appropriate rehabilitation of the City's cultural resources; and
- (iii) WHEREAS, the property that is subject to this Agreement satisfies the requirements under Government Code Section 50280.1 as a Qualified Historical Property in that it is privately owned property which is not exempt from property taxation and is either: individually designated or within a designated district which is listed on the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, California Points of Historical Interest, or on the Local Register of Historic Places;

- a. Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as the _____ and located at the street address _____, Costa Mesa, California _____ (hereinafter such property shall be referred to as the "Property"), and recorded with the Orange County Clerk-Recorder with the following legal description: _____
 - b. On _____, _____: (a) the City Council declared the Property a designated cultural resource pursuant to Title 13, Chapter IX, Article 14 of the City's Municipal Code and is thus listed in the Local Register of Historic Places.
- (iv) WHEREAS, City and Owner, for their mutual benefits, now desire to enter into this Agreement to prevent inappropriate alterations, to protect, preserve, and maintain the characteristics of historical significance of the Property in an exemplary manner, and to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Sec. 50280 et seq., and to qualify for an assessment of valuation pursuant to Article 1.9, Sec. 439 et seq., Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, based on the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. AGREEMENT SUBJECT TO GOVERNMENT CODE SECTIONS 50280 50290.

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes. To the extent any of the provisions in this Agreement are inconsistent with the pertinent provisions of the Government and Revenue and Taxation Code, they are superseded by those Code Sections.

2. ASSESSMENT OF VALUATION.

Property tax relief afforded to Owner pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code will be determined solely by the Orange County Assessor. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.

3. COMMENCEMENT, TERM AND RENEWAL OF AGREEMENT.

- A. **EFFECTIVE DATE.** This Agreement shall be effective and commence on the date it is recorded as first above written (hereinafter referred to as the "Effective Date").
- B. **TERM.** The Agreement shall remain in effect for a term ten (10) years from the effective date unless canceled as provided in Section 8 of this Agreement.
- C. **AUTOMATIC RENEWAL.** On the ten year anniversary of the effective date of this Agreement hereinafter referred to as the "Renewal Date"), and each year thereafter, one year shall be added to the term of this Agreement such that the initial term shall automatically be extended for one additional year after the initial 10-year term unless written notice of nonrenewal is given as provided in Section 9 of this Agreement.

4. CONDITIONS, REQUIREMENTS AND AGREEMENTS FOR THE PROPERTY.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and agreements.

- a. Owner agrees to preserve and maintain the Property and its character defining features. Character defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line and other aspects of the appearance of the exterior of the Property.
- b. The *Secretary of the Interior's Standards for Rehabilitation* (the "Secretary's Standards") (Exhibit A) and City's minimum maintenance standards (Exhibit B), both attached hereto and incorporated herein by reference, shall constitute the minimum standards and conditions for preservation, restoration, and rehabilitation of the Property, and shall apply to the Property throughout the term of this Agreement. Owner shall, where necessary, restore and rehabilitate the Property to conform to the current rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the Secretary's Standards, and the City's minimum maintenance standards. Owner shall utilize the State Historical Building Code when rehabilitating the Property.
- c. As consideration for the City to enter into this Agreement, the Owner agrees, at its own cost and expense, to complete, or cause to be completed, the work or improvements described in with the Rehabilitation/Restoration/Maintenance Plan for the Property (Exhibit C), attached hereto and incorporated herein by reference, within the times established in Exhibit C. The Owner shall secure any and all permits which may be required by the City or any other governmental agency affected by the construction of the work or improvements. The Owner accepts responsibility for and shall be responsible for identification of and compliance with all applicable laws pertaining to the construction and installation of the work or improvements described on Exhibit C and the contract or contracts pertaining thereto. The Owner will neither seek to hold nor hold the City liable for, and will hold the City harmless with respect to, any consequences of any failure by the Owner to correctly determine the applicability of any such requirements to any contract he/she/they enter into.

5. PERIODIC EXAMINATION OF PROPERTY.

Owner agrees to allow the periodic examination, by prior appointment, of the interior and exterior of the premises of the Property by representatives of the City, the Orange County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, or their designees, as necessary to determine Owner's compliance with the terms of this Agreement. Refusal to allow such inspection shall be grounds for cancellation of this Agreement.

6. PAYMENT OF FEES.

Owner agrees to pay any such fees associated with the administration of the Agreement to be established by the City and may be revised from time to time, so long as the fee does not exceed the City's and County's reasonable cost of providing the service pursuant to this article for which the fee is charged. Fees may include but are not limited to an inspection fee for each required inspection of the Property for the purpose of covering the reasonable cost of performing required periodic inspections.

7. FURNISHING OF INFORMATION OF COMPLIANCE.

Owner hereby agrees to furnish the City with any and all information requested by the City which may be necessary or advisable to determine Owner's compliance with the terms and provisions of this Agreement.

8. CANCELLATION OF AGREEMENT.

- A. CANCELLATION BY CITY. City may cancel and/or terminate this Agreement if City determines Owner has breached any of the terms, conditions and/or covenants of this Agreement or has allowed the Property to deteriorate to the point that it no longer meets the standards for a Qualified Historical Property per Government Code Section 50280.1 or if the City determines that the Owner has failed

to maintain, restore or rehabilitate the Property in accordance with the terms, standards and conditions set forth in Exhibit C or any other manner specified in this Agreement.

- i. **NOTICE OF CANCELLATION.** This Agreement cannot be canceled until after the City has given notice and has held a public hearing as required by Government Code Section 50285. City shall serve written notice of proposed cancellation on Owner stating the grounds for cancellation and setting a public hearing date on the matter. Notice of the hearing shall also be sent by registered or certified mail to the address stated in this Agreement, the last known address of each owner of the Qualified Historical Property and shall be published pursuant to Government Code Section 6061.

9. NOTICE AND EFFECT OF NONRENEWAL.

If Owner or City desires in any year not to renew this Agreement, such party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date.

- A. If served by Owner, notice of nonrenewal must be served on City at least ninety (90) days prior to the annual renewal date. If served by City, notice of renewal must be served on Owner at least sixty (60) days prior to the annual renewal date. Failure to meet the notice deadlines above will result in one year being automatically added to the term of this Agreement.
- B. Within fifteen (15) calendar days of the date of the City's notice of nonrenewal, Owner may make a written protest to the City. Upon timely receipt of such protest, the City Council shall hold a public hearing on the matter prior to the annual renewal date. At such hearing, Owner may present any information which Owner deems relevant. Based on Owner's protest and the information presented at the hearing, the City Council may withdraw the City's notice of nonrenewal at any time prior to the annual renewal date.
- C. Any notice of nonrenewal which has not been withdrawn prior to the next annual renewal date, shall be recorded with the Orange County Recorder. Unless this Agreement is otherwise canceled as provided herein, after notice of nonrenewal has been served and not withdrawn, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

10. BINDING EFFECT OF AGREEMENT.

The Owner hereby voluntarily subjects the Property hereto to the conditions, requirements and agreements as set forth in this Agreement. City and Owner hereby declare their specific intent that the conditions, requirements and agreements as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the conditions, requirements and agreements expressed in this Agreement whether or not such conditions, requirements and agreements are set forth in any other contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the conditions, requirements and agreements set forth herein may burden the Property that the Owner holds legal interest and may therefore render the land less valuable. The City and Owner hereby further declare their understanding and intent that the benefit of such conditions, requirements and agreements touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

- A. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and shall inure to the benefit of all successors in interest of the Owner. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who entered into this Agreement.

B. **REQUIREMENTS RELATED TO TRANSFER OF PROPERTY.** In the event of any sale, transfer, assignment or conveyance of the Property (herein referred to as a "Transfer"), the Owner agrees that, at least thirty (30) days prior to such Transfer, it shall give written notice to the City of such proposed Transfer, including the name(s) of the transferee(s). In addition, the Owner and the proposed transferee(s) shall enter into and deliver to the City through the escrow for the Transfer of the Property an assignment and assumption agreement in a form satisfactory to the City's Attorney or such other evidence as may be satisfactory to the City that the transferee(s) has (have) assumed the Owner's obligations set forth in this Agreement. Upon the Transfer of the Property and the assumption of the obligations hereunder by the transferee(s), the Owner's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

C. **ENFORCEMENT OF AGREEMENT.**

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any breach of the terms of this Agreement, to recover damages for any breach, or to obtain any other remedy consistent with the purpose of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner specifying the alleged grounds for the default. Said notice shall be given by registered or certified mail addressed to the address stated in this Agreement and to the last known address of the Owner of the Qualified Historic Property. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days from the receipt of the notice of violation, or within such longer period of time as specified or agreed to by City, or within such reasonable time as may be required to cure the breach or default as determined by the City, provided that acts to cure, correct or remedy such breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion, then the City may, without further notice, institute legal action.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner. Any failure or delay by the City in asserting any of its right and remedies as to a breach of any of the conditions, requirements or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or remedies. A waiver by the City of a breach shall not be construed as a waiver of any succeeding breach of the same or other conditions, requirements or agreements set forth in this Agreement.

11. **NOTICE.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto in writing.

TO CITY:

City of Costa Mesa
Economic and Development Services Department
77 Fair Drive, 2nd Floor
Costa Mesa, CA 92626
Attn: _____

TO OWNER:

Name _____
Address _____

12. GENERAL PROVISIONS.

- A. NON-PARTNERSHIP. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- B. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS. Owner agrees to and shall hold City and its elected and appointed officials, officers, employees and/or agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of its contractor, subcontractor, agent, employee and/or other person acting on Owners behalf which relate to the use, operation and maintenance of the Property. Owner hereby agrees to and shall defend, with the attorneys of City's choosing, the City and its elected and appointed officials, officers, employees and/or agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

- C. REMEDY IF AGREEMENT HELD NOT ENFORCEABLE. All of the conditions, requirements or agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

- D. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement with the same effect as if all parties had signed the same signature page.
- E. NO COMPENSATION. Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The Owner acknowledges and agrees that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on account of the restrictions on the use and preservation of the Property.
- F. INDEPENDENT ADVICE OF LEGAL COUNSEL. The parties hereto and each of them, represent and declare that in executing this Agreement they rely solely on their own belief, knowledge and judgment, and the advice and recommendations of their own independently selected legal counsel, concerning the nature, duration and extent of their rights and or claims, and that they have not been influenced to any extent whatsoever in executing this Agreement by any of the parties hereto or by any person representing them, of any of them.
- G. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be in a court of competent jurisdiction in Orange County, California.

- H. Owner understands that it is Owner's responsibility to apply for the reassessment of valuation afforded by this Agreement pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code.

13. RECORDATION OF AGREEMENT.

The City shall record this Agreement with the Orange County Recorder within twenty (20) days of its execution by both parties.

14. ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior discussions, negotiations, and agreements whether oral or written.

15. AMENDMENTS.

This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto.

16. ADMINISTRATION.

This Agreement shall be administered by the City's Director of Economic and Development Services (hereinafter "Director" including his/her designee) following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the Director. The Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the City so long as such actions do not change the uses permitted on the Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit C. All other waivers or amendments shall require the written approval and consent of the City Council.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE)

17. AUTHORITY TO ENTER AGREEMENT.

This Each person executing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the City and Owner have caused this contract to be duly executed.

“OWNER”

Dated: _____, 20____ By: _____
Owner Signature*

Print Name

Dated: _____, 20____ By: _____
Owner Signature*

Print Name

“CITY”

CITY OF COSTA MESA, a municipal corporation

Dated: _____, 20____ By: _____
Mayor

ATTEST:

City Clerk City

APPROVED AS TO FORM:

City Attorney

*Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.

Exhibit A

Secretary's Standards

National Park Service, Interior

§ 67.1

DC 20240, under the following circumstances:

Where the applicant—

(1) Disagrees with the initial decision of NPS that the property is not likely to meet the criteria of the National Historic Landmarks Program and will not be submitted to the Advisory Board; or

(2) Disagrees with the decision of the Secretary that the property does not meet the criteria of the National Historic Landmarks Program.

(b) The Director will respond to the appellant within 60 days. After reviewing the appeal the Director may:

(1) Deny the appeal;

(2) Direct that a National Historic Landmark nomination be prepared and processed according to the regulations if this has not yet occurred; or

(3) Resubmit the nomination to the Secretary for reconsideration and final decision.

(c) Any person or organization which supports or opposes the consideration of a property for National Historic Landmark designation may submit an appeal to the Director, NPS, during the designation process either supporting or opposing the designation. Such appeals received by the Director before the study of the property or before its submission to the National Park System Advisory Board will be considered by the Director, the Advisory Board and the Secretary, as appropriate, in the designation process.

(d) No person shall be considered to have exhausted administrative remedies with respect to failure to designate a property a National Historic Landmark until he or she has complied with the procedures set forth in this section.

PART 67—HISTORIC PRESERVATION CERTIFICATIONS UNDER THE INTERNAL REVENUE CODE

Sec.

67.1 Program authority and function.

67.2 Definitions.

67.3 Introduction to certifications of significance and rehabilitation and information collection.

67.4 Certifications of historic significance.

67.5 Standards for evaluating significance within registered historic districts.

67.6 Certifications of rehabilitation.

67.7 Standards for rehabilitation.

67.8 Certifications of statutes.

67.9 Certifications of State or local historic districts.

67.10 Appeals.

67.11 Fees for processing certification requests.

AUTHORITY: 16 U.S.C. 470a(a)(1)(A); 26 U.S.C. 47 and 170(h).

EDITORIAL NOTE: Nomenclature changes to part 67 appear at 76 FR 30541, May 26, 2011.

SOURCE: 54 FR 6771, Feb. 26, 1990, unless otherwise noted.

§ 67.1 Program authority and function.

(a) Section 47 of the Internal Revenue Code designates the Secretary as the authority for the issuance of certifications of historic district statutes and of State and local historic districts, certifications of significance, and certifications of rehabilitation in connection with certain tax incentives involving historic preservation. These certification responsibilities have been delegated to the National Park Service (NPS); the following office issues those certifications: National Park Service, Washington Area Service Office, Technical Preservation Services, Heritage Preservation Services (WASO), 1849 C Street, NW., Washington, DC 20240.

(b) NPS WASO establishes program direction and considers appeals of certification denials. It is the responsibility of owners wishing certifications to provide sufficient documentation to the Secretary to make certification decisions. These procedures, upon their effective date, are applicable to future and pending certification requests, except as otherwise provided herein.

(c) States receiving Historic Preservation Fund grants from the Department participate in the review of requests for certification, through recommendations to the Secretary by the State Historic Preservation Officer (SHPO). The SHPO acts on behalf of the State in this capacity and, therefore, the NPS is not responsible for any actions, errors or omissions of the SHPO.

(1) Requests for certifications and approvals of proposed rehabilitation work are sent by an owner first to the appropriate SHPO for review. State comments are recorded on National Park Service Review Sheets (NPS Forms 10–

168 (d) and (e)) and are carefully considered by the Secretary before a certification decision is made. Recommendations of States with approved State programs are generally followed, but by law, all certification decisions are made by the Secretary, based upon professional review of the application and related information. The decision of the Secretary may differ from the recommendation of the SHPO.

(2) A State may choose not to participate in the review of certification requests. States not wishing to participate in the comment process should notify the Secretary in writing of this fact. Owners from such nonparticipating States may request certifications by sending their applications directly to the appropriate NPS WASO listed above. In all other situations, certification requests are sent first to the appropriate SHPO.

(d) The Internal Revenue Service is responsible for all procedures, legal determinations, and rules and regulations concerning the tax consequences of the historic preservation provisions described in this part. Any certification made by the Secretary pursuant to this part shall not be considered as binding upon the Internal Revenue Service or the Secretary of the Treasury with respect to tax consequences under the Internal Revenue Code. For example, certifications made by the Secretary do not constitute determinations that a structure is of the type subject to the allowance for depreciation under section 167 of the Code.

[54 FR 6771, Feb. 26, 1990, as amended at 76 FR 30541, May 26, 2011]

§ 67.2 Definitions.

As used in these regulations:

Certified Historic Structure means a building (and its structural components) which is of a character subject to the allowance for depreciation provided in section 167 of the Internal Revenue Code of 1986 which is either:

(a) Individually listed in the National Register; or

(b) Located in a registered historic district and certified by the Secretary as being of historic significance to the district.

Portions of larger buildings, such as single condominium apartment units,

are no independently considered certified historic structures. Rowhouses, even with abutting or party walls, are considered as separate buildings. For purposes of the certification decisions set forth in this part, a certified historic structure encompasses the historic building and its site, landscape features, and environment, generally referred to herein as a “property” as defined below. The NPS decision on listing a property in the National Register of Historic Places, including boundary determinations, does not limit the scope of review of the rehabilitation project for tax certification purposes. Such review will include the entire historic property as it existed prior to rehabilitation and any related new construction. For purposes of the charitable contribution provisions only, a certified historic structure need not be depreciable to qualify; may be a structure other than a building; and may also be a remnant of a building such as a facade, if that is all that remains. For purposes of the other rehabilitation tax credits under section 47 of the Internal Revenue Code, any property located in a registered historic district is considered a certified historic structure so that other rehabilitation tax credits are not available; exemption from this provision can generally occur only if the Secretary has determined, prior to the rehabilitation of the property, that it is not of historic significance to the district.

Certified Rehabilitation means any rehabilitation of a certified historic structure which the Secretary has certified to the Secretary of the Treasury as being consistent with the historic character of the certified historic structure and, where applicable, with the district in which such structure is located.

Duly Authorized Representative means a State or locality’s Chief Elected Official or his or her representative who is authorized to apply for certification of State/local statutes and historic districts.

Historic District means a geographically definable area, urban or rural, that possesses a significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or

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physical development. A district may also comprise individual elements separated geographically during the period of significance but linked by association or function.

Inspection means a visit by an authorized representative of the Secretary or a SHPO to a certified historic structure for the purposes of reviewing and evaluating the significance of the structure and the ongoing or completed rehabilitation work.

National Register of Historic Places means the National Register of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture that the Secretary is authorized to expand and maintain pursuant to section 101(a)(1) of the National Historic Preservation Act of 1966, as amended. The procedures of the National Register appear in 36 CFR part 60 *et seq.*

Owner means a person, partnership, corporation, or public agency holding a fee-simple interest in a property or any other person or entity recognized by the Internal Revenue Code for purposes of the applicable tax benefits.

Property means a building and its site and landscape features.

Registered Historic District means any district listed in the National Register or any district which is:

(a) Designated under a State or local statute which has been certified by the Secretary as containing criteria which will substantially achieve the purpose of preserving and rehabilitating buildings of significance to the district, and

(b) Certified by the Secretary as meeting substantially all of the requirements for the listing of districts in the National Register.

Rehabilitation means the process of returning a building or buildings to a state of utility, through repair or alteration, which makes possible an efficient use while preserving those portions and features of the building and its site and environment which are significant to its historic, architectural, and cultural values as determined by the Secretary.

Standards for Rehabilitation means the Secretary's Standards for Rehabilitation set forth in section 67.7 hereof.

State Historic Preservation Officer means the official within each State designated by the Governor or a State statute to act as liaison for purposes of administering historic preservation programs within that State.

State or Local Statute means a law of a State or local government designating, or providing a method for the designation of, a historic district or districts.

[54 FR 6771, Feb. 26, 1990, as amended at 62 FR 30235, June 3, 1997]

§ 67.3 Introduction to certifications of significance and rehabilitation and information collection.

(a) Who may apply:

(1) Ordinarily, only the fee simple owner of the property in question may apply for the certifications described in §§ 67.4 and 67.6 hereof. If an application for an evaluation of significance or rehabilitation project is made by someone other than the fee simple owner, however, the application must be accompanied by a written statement from the fee simple owner indicating that he or she is aware of the application and has no objection to the request for certification.

(2) Upon request of a SHPO the Secretary may determine whether or not a particular property located within a registered historic district qualifies as a certified historic structure. The Secretary shall do so, however, only after notifying the fee simple owner of record of the request, informing such owner of the possible tax consequences of such a decision, and permitting the property owner a 30-day time period to submit written comments to the Secretary prior to decision. Such time period for comment may be waived by the fee simple owner.

(3) The Secretary may undertake the certifications described in §§ 67.4 and 67.6 on his own initiative after notifying the fee simple owner and the SHPO and allowing a comment period as specified in § 67.3(a)(2).

(4) Owners of properties which appear to meet National Register criteria but are yet listed in the National Register or which are located within potential historic districts may request preliminary determinations from the Secretary as to whether such properties

may qualify as certified historic structures when and if the properties or the potential historic districts in which they are located are listed in the National Register. Preliminary determinations may also be requested for properties outside the period or area of significance of registered historic districts as specified in § 67.5(c). Procedures for obtaining these determinations shall be the same as those described in § 67.4. Such determinations are preliminary only and are not binding on the Secretary. Preliminary determinations of significance will become final as of the date of the listing of the individual property or district in the National Register. For properties outside the period or area of significance of a registered historic district, preliminary determinations of significance will become final, except as provided below, when the district documentation on file with the NPS is formally amended. If during review of a request for certification of rehabilitation, it is determined that the property does not contribute to the significance of the district because of changes which occurred after the preliminary determination of significance was made, certified historic structure designation will be denied.

(5) Owners of properties not yet designated certified historic structures may obtain determinations from the Secretary on whether or not rehabilitation proposals meet the Secretary's Standards for Rehabilitation. Such determinations will be made only when the owner has requested a preliminary determination of the significance of the property as described in paragraph (a)(4) of this section and such request for determination has been acted upon by the NPS. Final certifications of rehabilitation will be issued only to owners of certified historic structures. Procedures for obtaining these determinations shall be the same as those described in sec. 67.6.

(b) How to apply:

(1) Requests for certifications of historic significance and of rehabilitation shall be made on Historic Preservation Certification Applications (NPS Form No. 10–168). Normally, two copies of the application are required; one to be retained by the SHPO and the other to be

forwarded to the NPS. The information collection requirements contained in the application and in this part have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned clearance number 1024–0009. Part 1 of the application shall be used in requesting a certification of historic significance or nonsignificance and preliminary determinations, while part 2 of the application shall be used in requesting an evaluation of a proposed rehabilitation project or, in conjunction with a Request for Certification of Completed Work, a certification of a completed rehabilitation project. Information contained in the application is required to obtain a benefit. Public reporting burden for this form is estimated to average 2.5 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form may be made to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013–7127 and to the Office of Management and Budget, Paperwork Reduction Project Number 1024–0009, Washington, DC 20503.

(2) Application forms are available from NPS WASO or the SHPOs.

(3) Requests for certifications, preliminary determinations, and approvals of proposed rehabilitation projects shall be sent to the SHPO in participating States. Requests in nonparticipating States shall be sent directly to the appropriate NPS WASO.

(4) Generally reviews of certification requests are concluded within 60 days of receipt of a complete, adequately documented application, as defined § 67.4 and § 67.6 (30 days at the State level and 30 days at the Federal level). Where a State has chosen not to participate in the review process, review by the NPS generally is concluded within 60 days of receipt of a complete, adequately documented application. Where adequate documentation is not provided, the owner will be notified of the additional information needed to undertake or complete review. The time periods in this part are based on the receipt of a complete application; they will be adhered to as closely as

possible and are defined as calendar days. They are not, however, considered to be mandatory, and the failure to complete review within the designated periods does not waive or alter any certification requirement.

(5) Approval of applications and amendments to applications is conveyed only in writing by duly authorized officials of the NPS acting on behalf of the Secretary. Decisions with respect to certifications are made on the basis of the descriptions contained in the application form and other available information. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings, specifications, etc.), the applicant shall be requested to resolve the discrepancy in writing. In the event the discrepancy is not resolved, the description in the application form shall take precedence. Falsification of factual representations in the application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001.

(6) It is the owner's responsibility to notify the Secretary if application reviews are not completed within the time periods specified above. The Secretary in turn will consult with the appropriate office to ensure that the review is completed in as timely manner as possible in the circumstances.

(7) Although certifications of significance and rehabilitation are discussed separately below, owners must submit part 1 of the Historic Preservation Certification Application prior to, or with, part 2. Part 2 of the application will not be processed until an adequately documented part 1 is on file and acted upon unless the property is already a certified historic structure. Reviews of rehabilitation projects will also not be undertaken if the owner has objected to the listing of the property in the National Register.

§ 67.4 Certifications of historic significance.

(a) Requests for certifications of historic significance should be made by the owner to determine—

(1) That a property located within a registered historic district is of historic significance to such district; or

(2) That a property located within a registered historic district is not of historic significance to such district; or

(3) That a property not yet on the National Register appears to meet National Register criteria; or

(4) That a property located within a potential historic district appears to contribute to the significance of such district.

(b) To determine whether or not a property is individually listed or is part of a district in the National Register, the owner may consult the listing of National Register properties in the FEDERAL REGISTER (found in most large libraries), or contact the appropriate SHPO for current information.

(c) If a property is located within the boundaries of a registered historic district and the owner wishes the Secretary to certify whether the property contributes or does not contribute to the historic significance of the district or if the owner is requesting a preliminary determination of significance in accordance with § 67.3(a)(4), the owner must complete part 1 of the Historic Preservation Certification Application according to instructions accompanying the application. Such documentation includes but is not limited to:

(1) Name and mailing address of owner;

(2) Name and address of property;

(3) Name of historic district;

(4) Current photographs of property; photographs of the building and its site and landscape features prior to alteration if rehabilitation has been completed; photograph(s) showing the property along with adjacent properties and structures on the street; and photographs of interior features and spaces adequate to document significance;

(5) Brief description of appearance including alterations, distinctive features and spaces, and date(s) of construction;

(6) Brief statement of significance summarizing how the property does or does not reflect the values that give the district its distinctive historical and visual character, and explaining

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any significance attached to the property itself (i.e., unusual building techniques, important event that took place there, etc.).

(7) Sketch map clearly delineating property's location within the district; and

(8) Signature of fee simple owner requesting or concurring in a request for evaluation.

(d) If a property is individually listed in the National Register, it is generally considered a certified historic structure and no further certification is required. More specific considerations in this regard are as follows:

(1) If the property is individually listed in the National Register and the owner believes it has lost the characteristics which caused it to be nominated and therefore wishes it delisted, the owner should refer to the delisting procedures outlined in 36 CFR part 60.

(2) Some properties individually listed in the National Register include more than one building. In such cases, the owner must submit a single part 1 application, as described in paragraph (c) of this section, which includes descriptions of all the buildings within the listing. The Secretary will utilize the Standards for Evaluating Significance within Registered Historic Districts (§67.5) for the purpose of determining which of the buildings included within the listing are of historic significance to the property. The requirements of this paragraph are applicable to certification requests received by the SHPOs (and the NPS WASO in the case of nonparticipating States only) upon the effective date of these regulations.

(e) Properties containing more than one building where the buildings are judged by the Secretary to have been functionally related historically to serve an overall purpose, such as a mill complex or a residence and carriage house, will be treated as a single certified historic structure, whether the property is individually listed in the National Register or is located within a registered historic district, when rehabilitated as part of an overall project. Buildings that are functionally related historically are those which have functioned together to serve an overall purpose during the property's

period of significance. In the case of a property within a registered historic district which contains more than one building where the buildings are judged to be functionally related historically, an evaluation will be made to determine whether the component buildings contribute to the historic significance of the property and whether the property contributes to the significance of the historic district as in §67.4(i). For questions concerning demolition of separate structures as part of an overall rehabilitation project, see §67.6.

(f) Applications for preliminary determinations for individual listing must show how the property individually meets the National Register Criteria for Evaluation. An application for a property located in a potential historic district must document how the district meets the criteria and how the property contributes to the significance of that district. An application for a preliminary determination for a property in a registered historic district which is outside the period or area of significance in the district documentation on file with the NPS must document and justify the expanded significance of the district and how the property contributes to the significance of the district or document the individual significance of the property. Applications must contain substantially the same level of documentation as National Register nominations, as specified in 36 CFR part 60 and National Register Bulletin 16, "Guidelines for Completing National Register of Historic Places Forms" (available from SHPOs and NPS WASO). Applications must also include written assurance from the SHPO that the district nomination is being revised to expand its significance or, for certified districts, written assurance from the duly authorized representative that the district documentation is being revised to expand its significance, or that the SHPO is planning to nominate the property or the district. Owners should understand that confirmation of intent to nominate by a SHPO does not constitute listing in the National Register, nor does it constitute a certification of

significance as required by law for Federal tax incentives. Owners should further understand that they are proceeding at their own risk. If the property or district is not listed in the National Register for procedural, substantive or other reasons; if the district documentation is not formally amended; or if the significance of the property has been lost as a result of alterations or damage, these preliminary determinations of significance will not become final. The SHPO must nominate the property or the district or the SHPO for National Register districts and the duly authorized representative in the case of certified districts must submit documentation and have it approved by the NPS to amend the National Register nomination or certified district or the property or district must be listed before the preliminary certification of significance can become final.

(g) For purposes of the other rehabilitation tax credits under section 47 of the Internal Revenue Code, properties within registered historic districts are presumed to contribute to the significance of such districts unless certified as nonsignificant by the Secretary. Owners of non-historic properties within registered historic districts, therefore, must obtain a certification of nonsignificance in order to qualify for those investment tax credits. If an owner begins or completes a substantial rehabilitation (as defined by the Internal Revenue Service) of a property in a registered historic district without knowledge of requirements for certification of nonsignificance, he or she may request certification that the property was not of historic significance to the district prior to substantial rehabilitation in the same manner as stated in paragraph (c) of this section. The owner should be aware, however, that the taxpayer must certify to the Secretary of the Treasury that, at the beginning of such substantial rehabilitation, he or she in good faith was not aware of the certification requirement by the Secretary of the Interior.

(h) The Secretary discourages the moving of historic buildings from their original sites. However, if a building is to be moved as part of a rehabilitation for which certification is sought, the

owner must follow different procedures depending on whether the building is individually listed in the National Register or is within a registered historic district. When a building is moved, every effort should be made to re-establish its historic orientation, immediate setting, and general environment. Moving a building may result in removal of the property from the National Register or, for buildings within a registered historic district, denial or revocation of a certification of significance; consequently, a moved building may, in certain circumstances, be ineligible for rehabilitation certification.

(1) Documentation must be submitted that demonstrates:

(i) The effect of the move on the building's integrity and appearance (any proposed demolition, proposed changes in foundations, etc.);

(ii) Photographs of the site and general environment of the proposed site;

(iii) Evidence that the proposed site does not possess historical significance that would be adversely affected by the moved building;

(iv) The effect of the move on the distinctive historical and visual character of the district, where applicable; and

(v) The method to be used for moving the building.

(2) For buildings individually listed in the National Register, the procedures contained in 36 CFR part 60 must be followed prior to the move, or the building will be removed from the National Register, will not be considered a certified historic structure, and will have to be renominated for listing. The owner may submit a part 1 application in order to receive a preliminary determination from the NPS of whether a move will cause the property to be removed from the National Register. However, preliminary approval of such a part 1 application does not satisfy the requirements of 36 CFR part 60. The SHPO must follow the remaining procedures in that regulation so that the NPS can determine that the moved building will remain listed in the National Register and retain its status as a certified historic structure.

(3) If an owner moves (or proposes to move) a building into a registered historic district or moves (or proposes to move) a building elsewhere within a

registered historic district, a part 1 application containing the required information described in paragraph (h)(1) of this section must be submitted. The building to be moved will be evaluated to determine if it contributes to the historic significance of the district both before and after the move as in § 67.4(i).

(i) Properties within registered historic districts will be evaluated to determine if they contribute to the historic significance of the district by application of the Secretary's Standards for Evaluating Significance within Registered Historic Districts as set forth in § 67.5.

(j) Once the significance of a property located within a registered historic district or a potential historic district has been determined by the Secretary, written notification will be sent to the owner and the SHPO in the form of a certification of significance or nonsignificance.

(k) Owners shall report to the Secretary through the SHPO any substantial damage, alteration or changes to a property that occurs after issuance of a certification of significance and prior to a final certification of rehabilitation. The Secretary may withdraw a certification of significance, upon thirty days notice to the owner, if a property has been damaged, altered or changed effective as of the date of the occurrence. The property may also be removed from the National Register, in accordance with the procedures in 36 CFR part 60. A revocation of certification of significance pursuant to this part may be appealed under § 67.10. For damage, alteration or changes caused by unacceptable rehabilitation work, see § 67.6(f).

[54 FR 6771, Feb. 26, 1990, as amended at 76 FR 30541, May 26, 2011]

§ 67.5 Standards for evaluating significance within registered historic districts.

(a) Properties located within registered historic districts are reviewed by the Secretary to determine if they contribute to the historic significance of the district by applying the following Standards for Evaluating Significance within Registered Historic Districts.

(1) A building contributing to the historic significance of a district is one which by location, design, setting, materials, workmanship, feeling and association adds to the district's sense of time and place and historical development.

(2) A building not contributing to the historic significance of a district is one which does not add to the district's sense of time and place and historical development; or one where the location, design, setting, materials, workmanship, feeling and association have been so altered or have so deteriorated that the overall integrity of the building has been irretrievably lost.

(3) Ordinarily buildings that have been built within the past 50 years shall not be considered to contribute to the significance of a district unless a strong justification concerning their historical or architectural merit is given or the historical attributes of the district are considered to be less than 50 years old.

(b) A condemnation order may be presented as evidence of physical deterioration of a building but will not of itself be considered sufficient evidence to warrant certification of nonsignificance for loss of integrity. In certain cases it may be necessary for the owner to submit a structural engineer's report to help substantiate physical deterioration and/or structural damage. Guidance on preparing a structural engineer's report is available from the appropriate SHPO or NPS WASO.

(c) Some properties listed in the National Register, primarily districts, are resources whose concentration or continuity possesses greater historical significance than many of their individual component buildings and structures. These usually are documented as a group rather than individually. Accordingly, this type of National Register documentation is not conclusive for the purposes of this part and must be supplemented with information on the significance of the specific property. Certifications of significance and nonsignificance will be made on the basis of the application documentation, existing National Register documentation, and other available information as needed. The Keeper may amend the National Register documentation by

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issuing a supplementary record if the application material warrants such an amendment. If a certification request is received for a property which is not yet listed on the National Register or which is outside a district's established period or area of significance, a preliminary determination of significance will be issued only if the request includes adequate documentation and if there is written assurance from the SHPO that the SHPO plans to nominate the property or district or that the district nomination in question is being revised to expand its significance or for certified districts, written assurance from the duly authorized representative that the district documentation is being revised to expand the significance. Certifications will become final when the property or district is listed or when the district documentation is officially amended unless the significance of the property has been lost as a result of alteration or damage. For procedures on amending listings to the National Register and additional information on the use of National Register documentation and the supplementary record which is contained in National Register Bulletin 19, "Policies and Procedures for Processing National Register Nominations," consult the appropriate SHPO or NPS WASO.

(d) Where rehabilitation credits are sought, certifications of significance will be made on the appearance and condition of the property before rehabilitation was begun.

(e) If a nonhistoric surface material obscures a facade, it may be necessary for the owner to remove a portion of the surface material prior to requesting certification so that a determination of significance or nonsignificance can be made. After the material has been removed, if the obscured facade has retained substantial historic integrity and the property otherwise contributes to the historic district, it will be determined to be a certified historic structure. However, if the obscuring material remains when a determination of nonsignificance is requested under § 67.4(a)(2), the property will be presumed to contribute to the historic significance of the district, if otherwise qualified, and, therefore, not eligible

for the other tax credits under section 47 of the Internal Revenue Code.

(f) Additional guidance on certifications of historic significance is available from SHPOs and NPS WASO.

§ 67.6 Certifications of rehabilitation.

(a) Owners who want rehabilitation projects for certified historic structures to be certified by the Secretary as being consistent with the historic character of the structure, and, where applicable, the district in which the structure is located, thus qualifying as a certified rehabilitation, shall comply with the procedures listed below. A fee, as described in § 67.11, for reviewing all proposed, ongoing, or completed rehabilitation work is charged by the Secretary. No certification decisions will be issued on any application until the appropriate remittance is received.

(1) To initiate review of a rehabilitation project for certification purposes, an owner must complete part 2 of the Historic Preservation Certification Application according to instructions accompanying the application. These instructions explain in detail the documentation required for certification of a rehabilitation project. The application may describe a proposed rehabilitation project, a project in progress, or a completed project. In all cases, documentation, including photographs adequate to document the appearance of the structure(s), both on the exterior and on the interior, and its site and environment prior to rehabilitation must accompany the application. The social security or taxpayer identification number(s) of all owners must be provided in the application. Other documentation, such as window surveys or cleaning specifications, may be required by reviewing officials to evaluate certain rehabilitation projects. Plans for any attached, adjacent, or related new construction must also accompany the application. Where necessary documentation is not provided, review and evaluation may not be completed and a denial of certification will be issued on the basis of lack of information. Owners are strongly encouraged to submit part 2 of the application prior to undertaking any rehabilitation work. Owners who undertake rehabilitation projects without prior approval

from the Secretary do so strictly at their own risk. Because the circumstances of each rehabilitation project are unique to the particular certified historic structure involved, certifications that may have been granted to other rehabilitations are not specifically applicable and may not be relied on by owners as applicable to other projects.

(2) A project does not become a certified rehabilitation until it is completed and so designated by the NPS. A determination that the completed rehabilitation of a property not yet designated a certified historic structure meets the Secretary's Standards for Rehabilitation does not constitute a certification of rehabilitation. When requesting certification of a completed rehabilitation project, the owner shall submit a Request for Certification of Completed Work (NPS Form 10-168c) and provide the project completion date and a signed statement that the completed rehabilitation project meets the Secretary's Standards for Rehabilitation and is consistent with the work described in part 2 of the Historic Preservation Certification Application. Also required in requesting certification of a completed rehabilitation project are costs attributed to the rehabilitation, photographs adequate to document the completed rehabilitation, and the social security or taxpayer identification number(s) of all owners.

(b) A rehabilitation project for certification purposes encompasses all work on the interior and exterior of the certified historic structure(s) and its site and environment, as determined by the Secretary, as well as related demolition, new construction or rehabilitation work which may affect the historic qualities, integrity or site, landscape features, and environment of the certified historic structure(s). More specific considerations in this regard are as follows:

(1) All elements of the rehabilitation project must meet the Secretary's ten Standards for Rehabilitation (§ 67.7); portions of the rehabilitation project not in conformance with the Standards may not be exempted. In general, an owner undertaking a rehabilitation project will not be held responsible for

prior rehabilitation work not part of the current project, or rehabilitation work that was undertaken by previous owners or third parties.

(2) However, if the Secretary considers or has reason to consider that a project submitted for certification does not include the entire rehabilitation project subject to review hereunder, the Secretary may choose to deny a rehabilitation certification or to withhold a decision on such a certification until such time as the Internal Revenue Service, through a private letter ruling, has determined, pursuant to these regulations and applicable provisions of the Internal Revenue Code and income tax regulations, the proper scope of the rehabilitation project to be reviewed by the Secretary. Factors to be taken into account by the Secretary and the Internal Revenue Service in this regard include, but are not limited to, the facts and circumstance of each application and (i) whether previous demolition, construction or rehabilitation work irrespective of ownership or control at the time was in fact undertaken as part of the rehabilitation project for which certification is sought, and (ii) whether property conveyances, reconfigurations, ostensible ownership transfers or other transactions were transactions which purportedly limit the scope of a rehabilitation project for the purpose of review by the Secretary without substantially altering beneficial ownership or control of the property. The fact that a property may still qualify as a certified historic structure after having undergone inappropriate rehabilitation, construction or demolition work does not preclude the Secretary or the Internal Revenue Service from determining that such inappropriate work is part of the rehabilitation project to be reviewed by the Secretary.

(3) Conformance to the Standards will be determined on the basis of the application documentation and other available information by evaluating the property as it existed prior to the commencement of the rehabilitation project, regardless of when the property becomes or became a certified historic structure.

(4) For rehabilitation projects involving more than one certified historic

structure where the structures are judged by the Secretary to have been functionally related historically to serve an overall purpose, such as a mill complex or a residence and carriage house, rehabilitation certification will be issued on the merits of the overall project rather than for each structure or individual component. For rehabilitation projects where there is no historic functional relationship among the structures, the certification decision will be made for each separate certified historic structure regardless of how they are grouped for ownership or development purposes.

(5) Demolition of a building as part of a rehabilitation project involving multiple buildings may result in denial of certification of the rehabilitation. In projects where there is no historic functional relationship among the structures being rehabilitated, related new construction which physically expands one certified historic structure undergoing rehabilitation and, therefore, directly causes the demolition of an adjacent structure will generally result in denial of certification of the rehabilitation unless a determination has been made that the building to be demolished is not a certified historic structure as in § 67.4(a). In rehabilitation projects where the structures have been determined to be functionally related historically, demolition of a component may be approved, in limited circumstances, when:

- (i) The component is outside the period of significance of the property, or
- (ii) The component is so deteriorated or altered that its integrity has been irretrievably lost; or
- (iii) The component is a secondary one that generally lacks historic, engineering, or architectural significance or does not occupy a major portion of the site and persuasive evidence is present to show that retention of the component is not technically or economically feasible.

(6) In situations involving rehabilitation of a certified historic structure in a historic district, the Secretary will review the rehabilitation project first as it affects the certified historic structure and second as it affects the district and make a certification decision accordingly.

(7) In the event that an owner of a portion of a certified historic structure requests certification for a rehabilitation project related only to that portion, but there is or was a larger related rehabilitation project(s) occurring with respect to the certified historic structure, the Secretary's decision on the requested certification will be based on review of the overall rehabilitation project(s) for the certified historic structure.

(8) For rehabilitation projects which are to be completed in phases over the alternate 60-month period allowed in section 47 of the Internal Revenue Code, the initial part 2 application and supporting architectural plans and specifications should identify the project as a 60-month phased project and describe the number and order of the phases and the general scope of the overall rehabilitation project. If the initial part 2 application clearly identifies the project as a phased rehabilitation, the NPS will consider the project in all its phases as a single rehabilitation. If complete information on the rehabilitation work of the later phases is not described in the initial part 2 application, it may be submitted at a later date but must be clearly identified as a later phase of a 60-month phased project that was previously submitted for review. Owners are cautioned that work undertaken in a later phase of a 60-month phased project that does not meet the Standards for Rehabilitation, whether or not submitted for review, will result in a denial of certification of the entire rehabilitation with the tax consequences of such a denial to be determined by the Secretary of the Treasury. Separate certifications for portions of phased rehabilitation projects will not be issued. Rather the owner will be directed to comply with Internal Revenue Service regulations governing late certifications contained in 26 CFR 1.48-12.

(c) Upon receipt of the complete application describing the rehabilitation project, the Secretary shall determine if the project is consistent with the Standards for Rehabilitation. If the project does not meet the Standards for Rehabilitation, the owner shall be advised of that fact in writing and,

where possible, will be advised of necessary revisions to meet such Standards. For additional procedures regarding rehabilitation projects determined not to meet the Standards for Rehabilitation, see § 67.6(f).

(d) Once a proposed or ongoing project has been approved, substantive changes in the work as described in the application must be brought promptly to the attention of the Secretary by written statement through the SHPO to ensure continued conformance to the Standards; such changes should be made using a Historic Preservation Certification Application Continuation/Amendment Sheet (NPS Form 10–168b). The Secretary will notify the owner and the SHPO in writing whether the revised project continues to meet the Standards. Oral approvals of revisions are not authorized or valid.

(e) Completed projects may be inspected by an authorized representative of the Secretary to determine if the work meets the Standards for Rehabilitation. The Secretary reserves the right to make inspections at any time up to five years after completion of the rehabilitation and to revoke a certification, after giving the owner 30 days to comment on the matter, if it is determined that the rehabilitation project was not undertaken as represented by the owner in his or her application and supporting documentation, or the owner, upon obtaining certification, undertook further unapproved project work inconsistent with the Secretary's Standards for Rehabilitation. The tax consequences of a revocation of certification will be determined by the Secretary of the Treasury.

(f) If a proposed, ongoing, or completed rehabilitation project does not meet the Standards for Rehabilitation, an explanatory letter will be sent to the owner with a copy to the SHPO. A rehabilitated property not in conformance with the Standards for Rehabilitation and which is determined to have lost those qualities which caused it to be nominated to the National Register, will be removed from the National Register in accord with Department of the Interior regulations 36 CFR part 60. Similarly, if a property has lost those qualities which caused it to be des-

ignated a certified historic structure, it will be certified as noncontributing (see § 67.4 and § 67.5). In either case, the delisting or certification of nonsignificance is considered effective as of the date of issue and is not considered to be retroactive. In these situations, the Internal Revenue Service will be notified of the substantial alterations. The tax consequences of a denial of certification will be determined by the Secretary of the Treasury.

§ 67.7 Standards for rehabilitation.

(a) The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies as a certified rehabilitation. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s) and, where applicable, the district in which it is located.

(b) The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility. (The application of these Standards to rehabilitation projects is to be the same as under the previous version so that a project previously acceptable would continue to be acceptable under these Standards.)

(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

(3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) The quality of materials and craftsmanship used in a rehabilitation project must be commensurate with the quality of materials and craftsmanship

of the historic building in question. Certain treatments, if improperly applied, or certain materials by their physical properties, may cause or accelerate physical deterioration of historic buildings. Inappropriate physical treatments include, but are not limited to: improper repointing techniques; improper exterior masonry cleaning methods; or improper introduction of insulation where damage to historic fabric would result. In almost all situations, use of these materials and treatments will result in denial of certification. Similarly, exterior additions that duplicate the form, material, and detailing of the structure to the extent that they compromise the historic character of the structure will result in denial of certification. For further information on appropriate and inappropriate rehabilitation treatments, owners are to consult the Guidelines for Rehabilitating Historic Buildings published by the NPS. "Preservation Briefs" and additional technical information to help property owners formulate plans for the rehabilitation, preservation, and continued use of historic properties consistent with the intent of the Secretary's Standards for Rehabilitation are available from the SHPOs and NPS WASO. Owners are responsible for procuring this material as part of property planning for a certified rehabilitation.

(d) In certain limited cases, it may be necessary to dismantle and rebuild portions of a certified historic structure to stabilize and repair weakened structural members and systems. In such cases, the Secretary will consider such extreme intervention as part of a certified rehabilitation if:

(1) The necessity for dismantling is justified in supporting documentation;

(2) Significant architectural features and overall design are retained; and

(3) Adequate historic materials are retained to maintain the architectural and historic integrity of the overall structure.

Section 47 of the Internal Revenue Code of 1986 exempts certified historic structures from meeting the physical test for retention of external walls and internal structural framework specified therein for other rehabilitated buildings. Nevertheless, owners are

cautioned that the Standards for Rehabilitation require retention of distinguishing historic materials of external and internal walls as well as structural systems. In limited instances, rehabilitations involving removal of existing external walls, *i.e.*, external walls that detract from the historic character of the structure such as in the case of a nonsignificant later addition or walls that have lost their structural integrity due to deterioration, may be certified as meeting the Standards for Rehabilitation.

(e) Prior approval of a project by Federal, State, and local agencies and organizations does not ensure certification by the Secretary for Federal tax purposes. The Secretary's Standards for Rehabilitation take precedence over other regulations and codes in determining whether the rehabilitation project is consistent with the historic character of the property and, where applicable, the district in which it is located.

(f) The qualities of a property and its environment which qualify it as a certified historic structure are determined taking into account all available information, including information derived from the physical and architectural attributes of the building; such determinations are not limited to information contained in National Register or related documentation.

§ 67.8 Certifications of statutes.

(a) State or local statutes which will be certified by the Secretary. For the purpose of this regulation, a State or local statute is a law of the State or local government designating, or providing a method for the designation of, a historic district or districts. This includes any by-laws or ordinances that contain information necessary for the certification of the statute. A statute must contain criteria which will substantially achieve the purpose of preserving and rehabilitating properties of historic significance to the district. To be certified by the Secretary, the statute generally must provide for a duly designated review body, such as a review board or commission, with power to review proposed alterations to structures of historic significance within the boundaries of the district or dis-

tricts designated under the statute except those owned by governmental entities which, by law, are not under the jurisdiction of the review body.

(b) When the certification of State statutes will have an impact on districts in specific localities, the Secretary encourages State governments to notify and consult with appropriate local officials prior to submitting a request for certification of the statute.

(c) State enabling legislation which authorizes local governments to designate, or provides local governments with a method to designate, a historic district or districts will not be certified unless accompanied by local statutes that implement the purposes of the State law. Adequate State statutes which designate specific historic districts and do not require specific implementing local statutes will be certified. If the State enabling legislation contains provisions which do not meet the intent of the law, local statutes designated under the authority of the enabling legislation will not be certified. When State enabling legislation exists, it must be certified before any local statutes enacted under its authority can be certified.

(d) Who may apply. Requests for certification of State or local statutes may be made only by the Chief Elected Official of the government which enacted the statute or his or her authorized representative. The applicant shall certify in writing that he or she is authorized by the appropriate State or local governing body to apply for certification.

(e) Statute certification process. Requests for certification of State or local statutes shall be made as follows:

(1) The request shall be made in writing from the duly authorized representative certifying that he or she is authorized to apply for certification. The request should include the name or title of a person to contact for further information and his or her address and telephone number. The authorized representative is responsible for providing historic district documentation for review and certification prior to the first certification of significance in a district unless another responsible person

is indicated including his or her address and telephone number. The request shall also include a copy of the statute(s) for which certification is requested, including any by-laws or ordinances that contain information necessary for the certification of the statute. Local governments shall also submit a copy of the State enabling legislation, if any, authorizing the designation of historic districts.

(2) Requests shall be sent to the SHPO in participating States and directly to appropriate NPS WASO in nonparticipating States.

(3) The Secretary shall review the statute(s) and assess whether the statute(s) and any by-laws or ordinances that contain information necessary for the certification of the statute contain criteria which will substantially achieve the purposes of preserving and rehabilitating properties of historic significance to the district(s) based upon the standards set out above in § 67.8(a). The SHPO shall be given a 30-day opportunity to comment upon the request. Comments received from the SHPO within this time period will be considered by the Secretary in the review process. If the statute(s) contain such provisions and if this and other provisions in the statute will substantially achieve the purpose of preserving and rehabilitating properties of historic significance to the district, the Secretary will certify the statute(s).

(4) The Secretary generally provides written notification within 30 days of receipt by the NPS to the duly authorized representative and to the SHPO when certification of the statute is given or denied. If certification is denied, the notification will provide an explanation of the reason(s) for such denial.

(f) Amendment or repeal of statute(s). State or local governments, as appropriate, must notify the Secretary in the event that certified statutes are repealed, whereupon the certification of the statute (and any districts designated thereunder) will be withdrawn by the Secretary. If a certified statute is amended, the duly authorized representative shall submit the amendment(s) to the Secretary, with a copy to the SHPO, for review in accordance with the procedures outlined above.

Written notification of the Secretary's decision as to whether the amended statute continues to meet these criteria will be sent to the duly authorized representative and the SHPO within 60 days of receipt.

(g) The Secretary may withdraw certification of a statute (and any districts designated thereunder) on his own initiative if it is repeal or amended to be inconsistent with certification requirements after providing the duly authorized representative and the SHPO 30 days in which to comment prior to the withdrawal of certification.

§ 67.9 Certifications of State or local historic districts.

(a) The particular State or local historic district must also be certified by the Secretary as substantially meeting National Register criteria, thereby qualifying it as a registered historic district, before the Secretary will process requests for certification of individual properties within a district or districts established under a certified statute.

(b) The provision described herein will not apply to properties within a State or local district until the district has been certified, even if the statute creating the district has been certified by the Secretary.

(c) The Secretary considers the duly authorized representative requesting certification of a statute to be the official responsible for submitting district documentation for certification. If another person is to assume responsibility for the district documentation, the letter requesting statute certification shall indicate that person's name, address, and telephone number. The Secretary considers the authorizing statement of the duly authorized representative to indicate that the jurisdiction involved wishes not only that the statute in question be certified but also wishes all historic districts designated by the statute to be certified unless otherwise indicated.

(d) Requests shall be sent to the SHPO in participating States and directly to the appropriate NPS WASO in nonparticipating States. The SHPO shall be given a 30-day opportunity to

comment upon an adequately documented request. Comments received from the SHPO within this time period will be considered by the Secretary in the review process. The guidelines in National Register Bulletin 16, "Guidelines for Completing National Register of Historic Places Forms," provide information on how to document historic districts for the National Register. Each request should include the following documentation:

(1) A description of the general physical or historical qualities which make this a district; and explanation for the choice of boundaries for the district; descriptions of typical architectural styles and types of buildings in the district.

(2) A concise statement of why the district has significance, including an explanation of the areas and periods of significance, and why it meets National Register criteria for listing (see 36 CFR part 60); the relevant criteria should be identified (A, B, C, and D).

(3) A definition of what types of properties contribute and do not contribute to the significance of the district as well as an estimate of the percentage of properties within the district that do not contribute to its significance.

(4) A map showing all district properties with, if possible, identification of contributing and noncontributing properties; the map should clearly show the district's boundaries.

(5) Photographs of typical areas in the district as well as major types of contributing and noncontributing properties; all photographs should be keyed to the map.

(e) Districts designated by certified State or local statutes shall be evaluated using the National Register criteria (36 CFR part 60) within 30 days of the receipt of the required documentation by the Secretary. Written notification of the Secretary's decision will be sent to the duly authorized representative or to the person designated as responsible for the district documentation.

(f) Certification of statutes and districts does not constitute certification of significance of individual properties within the district or of rehabilitation projects by the Secretary.

(g) Districts certified by the Secretary as substantially meeting the requirements for listing will be determined eligible for listing in the National Register at the time of certification and will be published as such in the FEDERAL REGISTER.

(h) Documentation on additional districts designated under a State or local statute that has been certified by the Secretary should be submitted to the Secretary for certification following the same procedures and including the same information outlined in the section above.

(i) State or local governments, as appropriate, shall notify the Secretary if a certified district designation is amended (including boundary changes) or repealed. If a certified district designation is amended, the duly authorized representative shall submit documentation describing the change(s) and, if the district has been increased in size, information on the new areas as outlined in § 67.9. A revised statement of significance for the district as a whole shall also be included to reflect any changes in overall significance as a result of the addition or deletion of areas. Review procedures shall follow those outlined in § 67.9 (d) and (e). The Secretary will withdraw certification of repealed or inappropriately amended certified district designations, thereby disqualifying them as registered historic districts.

(j) The Secretary may withdraw certification of a district on his own initiative if it ceases to meet the National Register Criteria for Evaluation after providing the duly authorized representative and the SHPO 30 days in which to comment prior to withdrawal of certification.

(k) The Secretary urges State and local review boards of commissions to become familiar with the Standards used by the Secretary of the Interior for certifying the rehabilitation of historic properties and to consider their adoption for local design review.

§ 67.10 Appeals.

(a) The owner or a duly authorized representative may appeal any of the certifications or denials of certification made under this part or any decisions made under § 67.6(f).

(1) Appeals must:

(i) Be in writing; e.g. letter, fax, or e-mail;

(ii) Be addressed to the Chief Appeals Officer, Cultural Resources, National Park Service, U.S. Department of the Interior, 1849 C Street, NW., Washington, DC 20240;

(iii) Be received by NPS within 30 days of receipt by the owner or a duly authorized representative of the decision which is the subject of the appeal; and

(iv) Include all information the owner wishes the Chief Appeals Officer to consider in deciding the appeal.

(2) The appellant may request a meeting to discuss the appeal.

(3) NPS will notify the SHPO that an appeal is pending.

(4) The Chief Appeals Officer will consider the record of the decision in question, any further written submissions by the owner, and other available information and will provide the appellant a written decision as promptly as circumstances permit.

(5) Appeals under this section constitute an administrative review of the decision appealed from and are not conducted as an adjudicative proceeding.

(b) The denial of a preliminary determination of significance for an individual property may not be appealed by the owner because the denial itself does not exhaust the administrative remedy that is available. The owner instead must seek recourse by undertaking the usual nomination process (36 CFR part 60).

(c) In considering such appeals or administrative reviews, the Chief Appeals Officer shall take in account alleged errors in professional judgment or alleged prejudicial procedural errors by NPS officials. The Chief Appeals Officer's decision may:

(1) Reverse the appealed decision;

(2) Affirm the appealed decision;

(3) Resubmit the matter to WASO for further consideration; or

(4) Where appropriate, withhold a decision until issuance of a ruling from the Internal Revenue Service pursuant to § 67.6(b)(2).

The Chief Appeals Officer may base his decision in whole or part on matters or factors not discussed in the decision

appealed from. The Chief Appeals Officer is authorized to issue the certifications discussed in this part only if he considers that the requested certification meets the applicable statutory standard upon application of the Standards set forth herein or he considers that prejudicial procedural error by a Federal official legally compels issuance of the requested certification.

(d) The decision of the Chief Appeals Officer shall be the final administrative decision on the appeal. No person shall be considered to have exhausted his or her administrative remedies with respect to the certifications or decisions described in this part until the Chief Appeals Officer has issued a final administrative decision pursuant to this section.

[54 FR 6771, Feb. 26, 1990, as amended at 76 FR 30541, May 26, 2011]

§ 67.11 Fees for processing certification requests.

(a) Fees are charged for reviewing certification requests according to the schedule and instructions provided in public notices in the FEDERAL REGISTER by NPS.

(b) No payment should be made until requested by the NPS. A certification decision will not be issued on an application until the appropriate remittance is received.

(c) Fees are nonrefundable.

[76 FR 30541, May 26, 2011]

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec.

68.1 Intent.

68.2 Definitions.

68.3 Standards.

AUTHORITY: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 60 FR 35843, July 12, 1995, unless otherwise noted.

Exhibit B

City of Costa Mesa Minimum Maintenance Standards

City of Costa Mesa, CA
Friday, May 17, 2024

Title 13. Planning, Zoning and Development

Chapter IX. SPECIAL LAND USE REGULATIONS

Article 14. Historic Preservation

§ 13-200.10. Maintenance, restoration, rehabilitation, relocation, alteration, development and demolition of cultural resources through the certificate of appropriateness process.

- (a) *Maintenance.* Every person in control and every owner of a cultural resource placed on the local Register of Historic Places and any appurtenant premises shall maintain and keep in good repair the exterior of such designated resources, all of the interior portions thereof when subject to regulation as specified in the designation resolution, and all interior portions whose maintenance is necessary to prevent deterioration or decay of any exterior architectural feature. This article shall be enforced by the city's Development Services Department.
- (b) *Application of the State Historic Building Code.* Pursuant to the State of California **Health and Safety Code**, the development services director may apply the State Historical Building Code in permitting repairs, alterations, and additions necessary for the preservation, restoration, rehabilitation, moving, or continued use of a designated historic building.
- (c) *Certificate of appropriateness required.* No person, owner, or other entity shall restore, rehabilitate, alter, develop, construct, demolish, remove or change the appearance of any cultural resource on the local Register of Historic Places without first having applied for and been granted a certificate of appropriateness to do so by the planning commission (or other commission/committee designated by the city council). The requirements of this article are in addition to any and all other city permit requirements. When the planning commission (or other commission/committee designated by the city council) or the city council has prepared and adopted a plan or specific design criteria or guidelines for the preservation of a landmark or historic district which sets forth particular development standards, an application for a certificate of appropriateness to do work consistent with the adopted plan development standards may be approved by the planning division. If the application is not approved by staff it shall be processed as set forth in this article.
 - (1) *Application.* The certificate of appropriateness application shall be made and processed in accordance with the procedures set forth in Chapter III, Planning Applications.
 - (2) *Submittal requirements.* Applications for certificates of appropriateness shall include:
 - a. Plans and specifications showing the proposed exterior appearance, type, and texture of materials and the proposed architectural design of the exterior of the building.
 - b. Where appropriate and required by the planning division, applications shall also show the relationship of the proposed work to the surrounding environs.
 - c. Such relevant information as to how the new improvement relates to the existing architectural style, scale, massing, site and streetscape, landscaping, and signage. The

applicant shall submit any other information the planning division determines necessary to evaluate the application.

- (3) *Criteria.* The planning commission (or other commission/committee designated by the city council) shall consider the following criteria when reviewing applications for certificates of appropriateness:
- a. The anticipated use for the property remains that for which it was originally intended or requires minimal alteration of the building, structure, or site and its environment for the proposed reuse.
 - b. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be compromised. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
 - c. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to recreate an earlier appearance shall be discouraged.
 - d. Certain alterations which may have taken place in the course of time may be potentially significant to understanding the history and development of a building, structure, or site and its environment. These historic alterations may have acquired significance in their own right and this significance shall be recognized and respected.
 - e. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be retained.
 - f. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair and replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
 - g. Surface cleaning of historic buildings and structures shall be undertaken with methods that will avoid damage to the historic materials.
 - h. Contemporary design for alterations and additions shall not be discouraged when such alterations and additions do not compromise significant historical, architectural, or cultural material; and when such design is compatible with the size, scale, color, massing, material, and character of the property, neighborhood or environment.
 - i. Whenever possible, new additions or alterations to the building or structure shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the historic building would be unimpaired.
- (4) *Findings.* The planning commission (or other commission/committee designated by the city council), shall make the following findings, as applicable, in determining whether to grant or deny a certificate of appropriateness:
- a. The proposed undertaking is consistent or compatible with the architectural period and the character-defining features of the historic building or structure;
 - b. The proposed undertaking is compatible with existing adjacent or nearby landmark properties and/or historic district properties and their character-defining features;
 - c. The colors, textures, materials, fenestration, decorative features and details, height, scale, massing, and methods of construction proposed are consistent with the period and/or are compatible with adjacent buildings; and

d. The proposed change does not destroy or adversely affect an important architectural, historical, cultural, or archaeological feature(s) or site(s).

(5) *Review of substantial adverse changes.* When the application is for an action that may cause a substantial adverse change to a designated cultural resource, the application shall be reviewed pursuant to adopted city procedures to determine if the proposed change would have a significant adverse environmental effect as defined by the California Environmental Quality Act (CEQA). Such activities are not categorically exempt from CEQA if the action may cause a significant adverse effect. Accordingly, no approval of any work which may cause a substantial adverse change to a cultural resource may be granted unless:

- a. It is determined by the city council through the CEQA process that taking into account the value of all available incentives and costs of rehabilitation and adaptive reuse alternatives, the property retains no substantial remaining market value or reasonable use. Costs of alterations made in violation of this article and thus without the benefit of an approved certificate of appropriateness, or by failure to maintain the property required by the article, shall not be included in the calculation of rehabilitation costs; or
- b. It is determined pursuant to adopted city and state processes, that an immediate safety hazard exists and that demolition of the building is the only feasible means to secure the public safety.

(Ord. No. 99-17, § 2, 11-15-99)

EXHIBIT C. REHABILITATION/RESTORATION/MAINTENANCE PLAN

Property Address: 208 Magnolia Street, Costa Mesa, CA 92627

This form outlines the rehabilitation, restoration, and maintenance plan for the property, beginning with recently completed work (as applicable), followed by proposed work to complete within the next ten years. Work items are arranged chronologically by proposed date of completion and in order of priority.

ITEM NO. 1

Building Feature: Front Yard Fence

Description of work: Replace damaged wood picket fence in front yard with new.

Estimate Cost (rounded to nearest dollar): \$6,000

Contract Year of Completion (proposed): 2024

Completed Proposed

ITEM NO. 2

Building Feature: Windows and Doors

Description of work: Repair or, where severely deteriorated beyond repair, replace in kind wood windows and doors within original openings.

Estimate Cost (rounded to nearest dollar): \$65,000

Contract Year of Completion (proposed): 2024

Completed Proposed

ITEM NO. 3

Building Feature: Gutters and Downspouts

Description of work: Install new, aesthetically appropriate, gutters and downspouts.

Estimate Cost (rounded to nearest dollar): \$5,000

Contract Year of Completion (proposed): 2024

Completed Proposed

ITEM NO. 4

Building Feature: Exterior Walls and Trim

Description of work: Repaint exterior wall and trim throughout.

Estimate Cost (rounded to nearest dollar): \$30,000

Contract Year of Completion (proposed): 2024

Completed Proposed

EXHIBIT C. REHABILITATION/RESTORATION/MAINTENANCE PLAN

Property Address: 208 Magnolia Street, Costa Mesa, CA 92627

This form outlines the rehabilitation, restoration, and maintenance plan for the property, beginning with recently completed work (as applicable), followed by proposed work to complete within the next ten years. Work items are arranged chronologically by proposed date of completion and in order of priority.

ITEM NO. 5	
Building Feature:	Roof
Description of work:	Tear off existing non-original composition shingles, repair/replace any damaged wood framing, install new sheathing and re-roof with new shingles that are compatible with the historic character of the residence in terms of color and materials.
Estimate Cost (rounded to nearest dollar): <u>\$50,000</u>	
Contract Year of Completion (proposed): <u>2026</u>	
Completed	Proposed
ITEM NO. 6	
Building Feature:	Terra Cotta Tube Vents
Description of work:	Install mesh screening where missing within attic tube vents at gable peaks. Gently scrape paint from terra cotta to restore historic appearance of red clay finish.
Estimate Cost (rounded to nearest dollar): <u>\$2,500</u>	
Contract Year of Completion (proposed): <u>2028</u>	
Completed	Proposed
ITEM NO. 7	
Building Feature:	Main Porch Light Fixture
Description of work:	Replace existing incompatible plastic floodlight ceiling fixture within main entrance porch with option that is compatible with the historic character of the residence in terms of style and materials.
Estimate Cost (rounded to nearest dollar): <u>\$500</u>	
Contract Year of Completion (proposed): <u>2028</u>	
Completed	Proposed
ITEM NO. 8	
Building Feature:	Foundation
Description of work:	Engage a qualified structural engineer experienced in working with historic properties to inspect the foundation and make recommendations for any work to upgrade and seismically retrofit the foundation with an implementation plan. If applicable, execute any recommended work in a sensitive manner to avoid causing damage to historic fabric or visually impacting the historic character of the property.
Estimate Cost (rounded to nearest dollar): <u>\$3,000 - \$15,000</u>	
Contract Year of Completion (proposed): <u>2028</u>	
Completed	Proposed

EXHIBIT C. REHABILITATION/RESTORATION/MAINTENANCE PLAN

Property Address: 208 Magnolia Street, Costa Mesa, CA 92627

This form outlines the rehabilitation, restoration, and maintenance plan for the property, beginning with recently completed work (as applicable), followed by proposed work to complete within the next ten years. Work items are arranged chronologically by proposed date of completion and in order of priority.

ITEM NO. 9	
Building Feature:	Garage Door
Description of work:	Replace existing incompatible contemporary metal garage door with option that is compatible with the historic character of the residence in terms of style and materials.
Estimate Cost (rounded to nearest dollar): <u>\$10,000</u>	
Contract Year of Completion (proposed): <u>2029</u>	
Completed	Proposed

ITEM NO. 10	
Building Feature:	Exterior Wood (trim, windows, doors)
Description of work:	Gently scrape paint, make any necessary repairs to wood and repaint.
Estimate Cost (rounded to nearest dollar): <u>\$3,500</u>	
Contract Year of Completion (proposed): <u>2029</u>	
Completed	Proposed

ITEM NO. 11	
Building Feature:	Windows and Doors
Description of work:	Inspect wood windows and doors for proper operation and seal and make any necessary repairs to ensure wood is protected and windows and doors are weathertight.
Estimate Cost (rounded to nearest dollar): <u>\$4,500</u>	
Contract Year of Completion (proposed): <u>2029</u>	
Completed	Proposed

ITEM NO. 12	
Building Feature:	Gutters and Downspouts
Description of work:	Inspect gutters and downspouts for damage or deterioration and make any necessary repairs to ensure water sufficiently drains away from the building.
Estimate Cost (rounded to nearest dollar): <u>\$1,000</u>	
Contract Year of Completion (proposed): <u>2029</u>	
Completed	Proposed

EXHIBIT C. REHABILITATION/RESTORATION/MAINTENANCE PLAN

Property Address: 208 Magnolia Street, Costa Mesa, CA 92627

This form outlines the rehabilitation, restoration, and maintenance plan for the property, beginning with recently completed work (as applicable), followed by proposed work to complete within the next ten years. Work items are arranged chronologically by proposed date of completion and in order of priority.

ITEM NO. 13	
Building Feature:	Metal Awnings
Description of work:	Gently scrape paint, clean of corrosion and make any necessary repairs to metal awnings and repaint in historically appropriate colors.
Estimate Cost (rounded to nearest dollar): <u>\$10,000</u>	
Contract Year of Completion (proposed): <u>2029</u>	
Completed	Proposed

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code 5S1

Other Listings

Review Code _____

Reviewer _____

Date _____

Page 1 of 1 Resource Name or #: (Assigned by recorder) 208 Magnolia Street

P1. Other Identifier: Leroy Anderson's House

P2. Location: ☐ Not for Publication ☒ Unrestricted a. County Orange County
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad _____ Date _____ T _____ ; R _____ ; 1/4 of _____ 1/4 of Sec _____ ;

c. Address: 208 Magnolia Street City Costa Mesa Zip _____

d. UTM: (Give more than one for large and/linear resources) _____ ; _____ mE _____ mN

e. Other Location Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

Parcel No. 425-402-02

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

A steep, cross-gable roof and stuccoed exterior identify the Period Revival (English) influence in the design of this one-story bungalow. The residence has a L-shaped plan with a front facing gable wing projecting out from the west side of the primary (south) elevation. Beneath the front gable are a pair of large, multi-pane casement windows and three circular vent openings. Smaller, multi-pane windows punctuate the east half of the primary elevation. Canvas awnings hang over all the window openings. the property lot is lushly landscaped and is enclosed by a white picket fence.

P3b. Resource Attributes: (List attributes and codes) HP2 - Single Family Property

P4. Resources Present ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



P5b. Description of Photo: (View, date, accession #)
(View toward north). Photo No: 10-8, 1/1/99

P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both
1927

P7. Owner and Address
Private

P8. Recorded by: (Name, affiliation, and address)
PCR Services Corporation, 233 Wilshire Blvd., S
130, Santa Monica, CA

P9. Date Recorded: 7/1/99

P10. Survey Type: (Describe)
City-wide Survey

P11. Report Citation: (Cite survey report and other sources, or enter "none")

Attachments NONE Continuation Sheet _____ District Record _____ Rock Art Record _____ Other: (List) _____
Location Map ☒ Building, Structure, and Object Record _____ Linear Feature Record _____ Artifact Record _____
Sketch Map _____ Archaeological Record _____ Milling Station Record _____ Photograph Record _____

BUILDING, STRUCTURE, AND OBJECT RECORD

Primary #

HRI #

Page of

NRHP Status Code

551

Resource Name or #: (Assigned by recorder) 208 Magnolia Street

B1. Historic Name: Leroy Anderson's House

B2. Common Name: Leroy Anderson's House

B3. Original Use: Residential

B4. Present Use: Residential

B5. Architectural Style: Period Revival (English)

B6. Construction History: (Construction date, alterations, and date of alterations)

Built: 1927

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date:

Original Location:

B8. Related Features:

B9a. Architect: Unknown

b. Builder: Unknown

B10. Significance: Theme: Residential Development

Area: Costa Mesa

Period of Significance: 1927

Property Type: Residential

Applicable Criteria: N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

This property appears ineligible for the National Register. The bungalow is one of only a dozen which reflect the Period Revival style in residential design within the City of Costa Mesa. The building is locally significant for its architecture and its association with an early prominent local citizen, LeRoy Anderson. The dwelling reflects the size, scale, massing, plan, and architectural style of its generation in Costa Mesa and is a good example of its property type. This house was built in 1927, for LeRoy Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa.

B11. Additional Resource Attributes: (List attributes and codes) HP2 - Single Family Property

B12. References:

A Slice of Orange; Costa Mesa City Directories; Sanborn Maps;
Orange County Assessor's Records; Costa Mesa Historical Society;
Los Angeles Public Library

(Sketch Map with north arrow required.)

B13. Remarks:

B14. Evaluator: Jan Ostashay

Date of Evaluation: 7/1/99

(This space reserved for official comments.)



Mailing Address:
P.O. Box 1764
Costa Mesa, CA 92628

www.costamesahistory.org
cmhistory@sbcglobal.net
949-631-5918

Location:
1879 Anaheim Avenue
Costa Mesa, CA

March 21, 2024

To Whom It May Concern,

The Costa Mesa Historical Society held their monthly board meeting last night. At that meeting, the city presented a project for the "Leroy Anderson House" located at 208 Magnolia Street, Costa Mesa, California. This project requests that the home be placed on the city's local historic registry and be approved for a Mills Act Contract.

The Costa Mesa Historical Society unanimously supports this effort. The information that the city presented is substantiated and supported by our research of our archives.

The home was built in 1927. The architectural features are period correct.

It was owned by Leroy Anderson a person of prominence that made significant impact on the community.

Finding a home that has retained as much original features as 208 Magnolia is a rare find. Preserving and protecting it and other homes in the area should be encouraged.

We support this project.

Regards,
The Costa Mesa Historical Society

Promoting and preserving Costa Mesa history is our mission.
Costa Mesa Historical Society, a non-profit 501(c)(3) ID #95-6138342
Your contribution to our 501(c)(3) nonprofit organization is tax-deductible to the extent allowed by law.

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California Office of Historic Preservation
 Department of Parks & Recreation
Technical Assistance Series



1416 9th St,
 Rm 1442-7
 Sacramento CA 95814

PO Box 942896
 Sacramento CA
 94296-0001

phone:
 (916) 653-6624
 fax:
 (916) 653-9824

email:
calshpo@ohp.parks.ca.gov
 website:
ohp.parks.ca.gov



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Mills Act Property Tax Abatement Program

Purpose of the Mills Act Program

Economic incentives foster the preservation of residential neighborhoods and the revitalization of downtown commercial districts. The Mills Act is the single most important economic incentive program in California for the restoration and preservation of qualified historic buildings by private property owners.

Enacted in 1972, the Mills Act legislation grants participating local governments (cities and counties) authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief.

Benefits to Local Governments

The Mills Act allows local governments to design preservation programs to accommodate specific community needs and priorities for rehabilitating entire neighborhoods, encouraging seismic safety programs, contributing to affordable housing, promoting heritage tourism, or fostering pride of ownership. Local governments have adopted the Mills Act because they recognize the economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community's past.

A formal agreement, generally known as a Mills Act or Historical Property Contract, is executed between the local government and the property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to restore, maintain, and protect the property in accordance with specific historic preservation standards and conditions identified in the contract. Periodic inspections by city or county officials ensure proper maintenance of the property. Local authorities may impose penalties for breach of contract or failure to protect the historic property. The contract is binding to all owners during the contract period.

Benefits to Owners

Owners of historic buildings may qualify for property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least a ten-year period. The Mills Act program is especially beneficial for recent buyers of historic properties and for current owners of historic buildings who have made major improvements to their properties.

Mills Act participants may realize substantial property tax savings of between 40% and 60% each year for newly improved or purchased older properties because valuations of Mills Act properties are determined by the Income Approach to Value rather than by the standard Market Approach to Value. The income approach, divided by a capitalization rate, determines the assessed value of the property. In general, the income of an owner-occupied property is based on comparable rents for similar properties in the area, while the income amount on a commercial property is based on actual rent received. Because rental values vary from area to area, actual property savings vary from county to county. In addition, as County Assessors are required to assess all properties annually, Mills Act properties may realize slight increases in property taxes each year.

Qualified Historic Property

A qualified historic property is a property listed on any federal, state, county, or city register, including the *National Register of Historic Places*, *California Register of Historical Resources*, California Historical Landmarks, State Points of Historical Interest, and locally designated landmarks. Owner-occupied family residences and income-producing commercial properties may qualify for the Mills Act program.

OHP's Role

OHP provides technical assistance and guidance to local governments and property owners. OHP maintains a current list of communities participating in the Mills Act program and copies of Mills Act ordinances, resolutions, and contracts that have been adopted. OHP does not participate in the negotiations of the agreement and is not a signatory to the contract.

For Additional Information

Contact the planning department of the city or county within which the historic property is located.

California's four largest cities (Los Angeles, San Diego, San Francisco, and San Jose) as well as more than 75 other city and county governments have instituted Mills Act programs. A list of communities participating in the Mills Act Program is available online at http://www.ohp.parks.ca.gov/default.asp?page_id=21412.

For additional information on the Mills Act, please contact MaryIn Lortie in the Office of Historic Preservation, PO Box 942896, Sacramento CA 94296-0001, (916) 653-8911, mlort@ohp.parks.ca.gov.

California State Codes Relating to Mills Act Program

California Government Code, Article 12, Sections 50280 - 50290

50280. Restriction of property use.

Upon the application of an owner or the agent of an owner of any qualified historical property, as defined in Section 50280.1, the legislative body of a city, county, or city and county may contract with the owner or agent to restrict the use of the property in a manner which the legislative body deems reasonable to carry out the purposes of this article and of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. The contract shall meet the requirements of Sections 50281 and 50282.

50280.1. Qualified historic property.

"Qualified historical property" for purposes of this article, means privately owned property which is not exempt from property taxation and which meets either of the following:

(a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations.

(b) Listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks.

50281. Required contract provision.

Any contract entered into under this article shall contain the following provisions:

(a) The term of the contract shall be for a minimum period of 10 years.

(b) Where applicable, the contract shall provide the following:

(1) For the preservation of the qualified historical property and, when necessary, to restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.

(2) For the periodic examinations of the interior and exterior of the premises by the assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the owner's compliance with the contract.

(3) For it to be binding upon, and inure to the benefit of, all successors in interest of the owner. A successor in interest shall have the same rights and obligations under the contract as the original owner who entered into the contract.

(c) The owner or agent of an owner shall provide written notice of the contract to the Office of Historic Preservation within six months of entering into the contract.

50281.1. Fees.

The legislative body entering into a contract described in this article may require that the property owner, as a condition to entering into the contract, pay a fee not to exceed the reasonable cost of administering this program.

50282. Renewal.

(a) Each contract shall provide that on the anniversary date of the contract or such other annual date as is specified in the contract, a year shall be added automatically to the initial term of the contract unless notice of nonrenewal is given as provided in this section. If the property owner or the legislative body desires in any year not to renew the contract, that party shall serve written notice of nonrenewal of the contract on the other party in advance of the annual renewal date of the contract. Unless the notice is served by the owner at least 90 days prior to the renewal date or by the legislative body at least 60 days prior to the renewal date, one year shall automatically be added to the term of the contract.

(b) Upon receipt by the owner of a notice from the legislative body of nonrenewal, the owner may make a written protest of the notice of nonrenewal. The legislative body may, at any time prior to the renewal date, withdraw the notice of nonrenewal.

(c) If the legislative body or the owner serves notice of intent in any year not to renew the contract, the existing contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be.

(d) The owner shall furnish the legislative body with any information the legislative body shall require in order to enable it to determine the eligibility of the property involved.

(e) No later than 20 days after a city or county enters into a contract with an owner pursuant to this article, the clerk of the legislative body shall record with the county recorder a copy of the contract, which shall describe the property subject thereto. From and after the time of the recordation, this contract shall impart a notice thereof to all persons as is afforded by the recording laws of this state.

50284. Cancellation.

The legislative body may cancel a contract if it determines that the owner has breached any of the conditions of the contract provided for in this article or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. The legislative body may also cancel a contract if it determines that the owner has failed to restore or rehabilitate the property in the manner specified in the contract.

50285. Consultation with state commission.

No contract shall be canceled under Section 50284 until after the legislative body has given notice of, and has held, a public hearing on the matter. Notice of the hearing shall be mailed to the last known address of each owner of property within the historic zone and shall be published pursuant to Section 6061.

50286. Cancellation.

Mills Act Property Tax Abatement Program
OHP Technical Assistance Bulletin #12

4

(a) If a contract is canceled under Section 50284, the owner shall pay a cancellation fee equal to 121/2 percent of the current fair market value of the property, as determined by the county assessor as though the property were free of the contractual restriction.

(b) The cancellation fee shall be paid to the county auditor, at the time and in the manner that the county auditor shall prescribe, and shall be allocated by the county auditor to each jurisdiction in the tax rate area in which the property is located in the same manner as the auditor allocates the annual tax increment in that tax rate area in that fiscal year.

(c) Notwithstanding any other provision of law, revenue received by a school district pursuant to this section shall be considered property tax revenue for the purposes of Section 42238 of the Education Code, and revenue received by a county superintendent of schools pursuant to this section shall be considered property tax revenue for the purposes of Article 3 (commencing with Section 2550) of Chapter 12 of Part 2 of Division 1 of Title 1 of the Education Code.

50287. Action to enforce contract.

As an alternative to cancellation of the contract for breach of any condition, the county, city, or any landowner may bring any action in court necessary to enforce a contract including, but not limited to, an action to enforce the contract by specific performance or injunction.

50288. Eminent domain.

In the event that property subject to contract under this article is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the legislative body to frustrate the purpose of the contract, such contract shall be canceled and no fee shall be imposed under Section 50286. Such contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

50289. Annexation by city.

In the event that property restricted by a contract with a county under this article is annexed to a city, the city shall succeed to all rights, duties, and powers of the county under such contract.

50290. Consultation with state commission.

Local agencies and owners of qualified historical properties may consult with the State Historical Resources Commission for its advice and counsel on matters relevant to historical property contracts.

California Revenue and Taxation Code, Article 1.9, Sections 439 – 439.4

439. Historical Property Restrictions; enforceably restricted property.
For the purposes of this article and within the meaning of Section 8 of Article XIII of the Constitution, property is "enforceably restricted" if it is subject to an historical property contract executed pursuant to Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code.

439.1. Historical Property; definitions.
For purposes of this article "restricted historical property" means qualified historical property, as defined in Section 50280.1 of the Government Code, that is subject to a historical property contract executed pursuant to Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code. For purposes of this section, "qualified historical property" includes qualified historical improvements and any land on which the qualified historical improvements are situated, as specified in the historical property contract. If the historical property contract does not specify the land that is to be included, "qualified historical property" includes only that area of reasonable size that is used as a site for the historical improvements.

439.2. Historical Property; valuation.
When valuing enforceably restricted historical property, the county assessor shall not consider sales data on similar property, whether or not enforceably restricted, and shall value that restricted historical property by the capitalization of income method in the following manner:

(a) The annual income to be capitalized shall be determined as follows:

(1) Where sufficient rental information is available, the income shall be the fair rent that can be imputed to the restricted historical property being valued based upon rent actually received for the property by the owner and upon typical rentals received in the area for similar property in similar use where the owner pays the property tax. When the restricted historical property being valued is actually encumbered by a lease, any cash rent or its equivalent considered in determining the fair rent of the property shall be the amount for which the property would be expected to rent were the rental payment to be renegotiated in the light of current conditions, including applicable provisions under which the property is enforceably restricted.

(2) Where sufficient rental information is not available, the income shall be that which the restricted historical property being valued reasonably can be expected to yield under prudent management and subject to applicable provisions under which the property is enforceably restricted.

(3) If the parties to an instrument that enforceably restricts the property stipulate therein an amount that constitutes the minimum annual income to be capitalized, then the income to be capitalized shall not be less than the amount so stipulated. For purposes of this section, income shall be determined in accordance with rules and

regulations issued by the board and with this section and shall be the difference between revenue and expenditures. Revenue shall be the amount of money or money's worth, including any cash rent or its equivalent, that the property can be expected to yield to an owner-operator annually on the average from any use of the property permitted under the terms by which the property is enforceably restricted. Expenditures shall be any outlay or average annual allocation of money or money's worth that can be fairly charged against the revenue expected to be received during the period used in computing the revenue. Those expenditures to be charged against revenue shall be only those which are ordinary and necessary in the production and maintenance of the revenue for that period. Expenditures shall not include depletion charges, debt retirement, interest on funds invested in the property, property taxes, corporation income taxes, or corporation franchise taxes based on income.

(b) The capitalization rate to be used in valuing owner-occupied single family dwellings pursuant to this article shall not be derived from sales data and shall be the sum of the following components:

(1) An interest component to be determined by the board and announced no later than September 1 of the year preceding the assessment year and that was the yield rate equal to the effective rate on conventional mortgages as determined by the Federal Housing Finance Board, rounded to the nearest 1/4 percent.

(2) A historical property risk component of 4 percent.

(3) A component for property taxes that shall be a percentage equal to the estimated total tax rate applicable to the property for the assessment year times the assessment ratio.

(4) A component for amortization of the improvements that shall be a percentage equivalent to the reciprocal of the remaining life.

(c) The capitalization rate to be used in valuing all other restricted historical property pursuant to this article shall not be derived from sales data and shall be the sum of the following components:

(1) An interest component to be determined by the board and announced no later than September 1 of the year preceding the assessment year and that was the yield rate equal to the effective rate on conventional mortgages as determined by the Federal Housing Finance Board, rounded to the nearest 1/4 percent.

(2) A historical property risk component of 2 percent.

(3) A component for property taxes that shall be a percentage equal to the estimated total tax rate applicable to the property for the assessment year times the assessment ratio.

(4) A component for amortization of the improvements that shall be a percentage equivalent to the reciprocal of the remaining life.

(d) Unless a party to an instrument that creates an enforceable restriction expressly prohibits the valuation, the valuation resulting from the capitalization of income method described in this section shall not exceed the lesser of either the valuation that would have resulted by calculation under Section 110, or the valuation that would have resulted by calculation under Section 110.1, as though the property was not subject to an enforceable restriction in the base year.

(e) The value of the restricted historical property shall be the quotient of the income determined as provided in subdivision (a) divided by the capitalization rate determined as provided in subdivision (b) or (c).

(f) The ratio prescribed in Section 401 shall be applied to the value of the property determined in subdivision (d) to obtain its assessed value.

439.3. Historical Property; notice of nonrenewal.

Notwithstanding any provision of Section 439.2 to the contrary, if either the county or city or the owner of restricted historical property subject to contract has served notice of nonrenewal as provided in Section 50282 of the Government Code, the county assessor shall value that restricted historical property as provided in this section.

(a) Following the hearing conducted pursuant to Section 50285 of the Government Code, subdivision (b) shall apply until the termination of the period for which the restricted historical property is enforceably restricted.

(b) The board or assessor in each year until the termination of the period for which the property is enforceably restricted shall do all of the following:

(1) Determine the full cash value of the property pursuant to Section 110.1. If the property is not subject to Section 110.1 when the restriction expires, the value shall be determined pursuant to Section 110 as if the property were free of contractual restriction. If the property will be subject to a use for which this chapter provides a special restricted assessment, the value of the property shall be determined as if it were subject to the new restriction.

(2) Determine the value of the property by the capitalization of income method as provided in Section 439.2 and without regard to the fact that a notice of nonrenewal or cancellation has occurred.

(3) Subtract the value determined in paragraph (2) of this subdivision by capitalization of income from the full cash value determined in paragraph (1).

(4) Using the rate announced by the board pursuant to paragraph (1) of subdivision (b) of Section 439.2, discount the amount obtained in paragraph (3) for the number of years remaining until the termination of the period for which the property is enforceably restricted.

(5) Determine the value of the property by adding the value determined by the capitalization of income method as provided in paragraph (2) and the value obtained in paragraph (4).

(6) Apply the ratios prescribed in Section 401 to the value of the property determined in paragraph (5) to obtain its assessed value.

439.4. Historical Property; recordation.

No property shall be valued pursuant to this article unless an enforceable restriction meeting the requirements of Section 439 is signed, accepted and recorded on or before the lien date for the fiscal year in which the valuation would apply.

RESOLUTION NO. PC-2024-01**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE THE ADDITION OF 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER PURSUANT TO TITLE 13, ARTICLE 14 (HISTORIC PRESERVATION) OF THE COSTA MESA MUNICIPAL CODE**

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

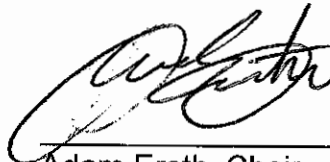
WHEREAS, an application was filed by the property owner, John Barnett with respect to real property located at 208 Magnolia Street, requesting placement of the subject property to the City's local historic register; and

WHEREAS, a hearing was held by the Planning Commission on January 22, 2024.

NOW, THEREFORE, THE COSTA MESA PLANNING COMMISSION RESOLVES AS FOLLOWS:

1. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule") in that there is no possibility that the addition of 208 Magnolia Street to the local historic register will have a significant impact on the environment.
2. The Planning Commission recommends that the City Council approve the request to add 208 Magnolia Street to the City's local historic register based on the evidence in the record and the findings contained in Exhibit A.

PASSED AND ADOPTED this 22nd day of January, 2024.



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-2024-01 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on January 22, 2024 by the following votes:

AYES: Ereth, Andrade, Rojas

NOES: Vivar, Zich

ABSENT: None

ABSTAIN: None



Scott Drapkin, Secretary
Costa Mesa Planning Commission

Resolution No. PC-2024-01

EXHIBIT A

FINDINGS

- A. Pursuant to CMMC Section 13-200.9(2)(b) – “Findings”, in order to designate the subject property on the City’s Historic Register, the City Council upon the recommendation of the Planning Commission must find that:

Finding: The site, building, structure, district, object, natural feature or improvement has special historical, archaeological, cultural, architectural, community value in the City, and that the purpose of the City’s Historic Preservation Ordinance is maintained by such designation.

Facts in Support of Finding: The 2023 GPA Historic Assessment Report indicates that the residence located at 208 Magnolia Street has special historical, architectural and community value in that the structure reflects the transitional period of early Costa Mesa residential development during which the former farming community of Harper evolved from an agricultural area to the more densely developed town, and is one of the earliest residences constructed in the Newport Heights Tract during that period. Additionally, the Report indicates that the subject residence has community value in that the house was the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa. Further, preservation of this historical residence is consistent with the City’s Historic Preservation Ordinance “Purpose” in that designating the property on the City’s Historic Registry will: (1) further safeguard the City’s heritage as embodied and reflected in the subject property, (2) encourage public knowledge, understanding, and appreciation of the City’s past by fostering civic and neighborhood pride and a sense of identity based on the recognition of a cultural resource, (3) preserve a diverse and harmonious architectural style that reflects the City’s history, and (4) enhance property values and increase economic and financial benefits to the City by protecting a local neighborhood historical resource asset.

**MEETING MINUTES OF THE CITY OF
COSTA MESA PLANNING COMMISSION**

January 22, 2024

CALL TO ORDER

The Chair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Chair Ereth led the Pledge of Allegiance.

ROLL CALL

Present: Chair Adam Ereth, Commissioner Angely Andrade, Commissioner Johnny Rojas, Commissioner Vivar, Commissioner Jon Zich

Absent: Vice Chair Russell Toller, Commissioner Karen Klepack,

Officials Present: Director of Economic and Development Services Jennifer Le, Assistant Director of Development Services Scott Drapkin, Assistant City Attorney Tarquin Preziosi, Assistant Planner Caitlyn Curley, Contact Planner Michelle Halligan, City Engineer Seung Yang and Recording Secretary Anna Partida

ANNOUNCEMENTS AND PRESENTATIONS:

None.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA:

None.

COMMISSIONER COMMENTS AND SUGGESTIONS:

Commissioner Vivar thanked those in attendance. He stated he was looking forward to the all the new year and all it has to bring for the Commission.

Commissioner Zich encouraged the public to voice their concerns and opinions.

Commissioner Andrade wished everyone a Happy New Year and reminded the public of the Fairview Development Center feed back session at the Senior Center.

Chair Ereth wished everyone Happy New Year and thanked those joining the meeting on Zoom.

CONSENT CALENDAR:

No member of the public nor Commissioner requested to pull a Consent Calendar item.

1. APPROVAL OF MEETING MINUTES: DECEMBER 11, 2023.

MOVED/SECOND: Vivar/Rojas

MOTION: Approve recommended action for Consent Calendar Item No. 1.

The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas, Vivar, Zich

Nays: None

Absent: Toler, Klepack

Abstained: None

Motion carried: 5-0

ACTION: Planning Commission approved the minutes of the regular meeting of the December 11, 2023.

Jennifer Le introduced Cecilia Gallardo, the City's new Assistant City Manager and Administrative Services Director, and Bill Rodrigues the Development Services Departments new Planning and Sustainable Development Manager.

PUBLIC HEARINGS

1. LOCAL HISTORIC REGISTER FOR THE "LEROY ANDERSON HOUSE" (208 MAGNOLIA STREET)

Project Description: An application for placement of 208 Magnolia Street on the City's local Historic Register, and approval of a Mills Act Contract. The subject property is not currently listed on any historic registers but is identified in the 1999 Historic Resources Survey as eligible for local landmark designation and is also identified as a potential historical resource in the City's General Plan.

Environmental Determination: Exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule") in that there is no possibility that the addition of the Leroy Anderson House to the Local Register will have a significant impact on the environment.

One ex-parte communication reported.

Chair Ereth held a call with Newport-Mesa Unified School District executives, a Parks Commissioner and one member of the Historical Preservation Committee.

Caitlyn Curley, Assistant Planner, presented the staff report.

The Commission asked questions of staff including discussion of:

Commissioner Viviar asked staff if the entire property would be considered historic or only the structure. Staff responded that the structure would be designated historic. He continued his question by asking if the 1997 garage addition would be part of the historical designation. Staff stated it would be a part of the designation because the architectural integrity of the building was maintained.

Chair Ereth asked staff if the commission was to look at the additions to the property or only the original aspects of the house that were still standing. Staff responded that the historic review included the entire structure.

Commissioner Zich asked staff if the property owner could build an ADU. Staff responded that any changes to any Mills Act properties receive a Certificate of Appropriateness before changes can be made to an historic structure and that an ADU could be considered. Commissioner Zich asked if special permissions were required for all alterations the property owner would like to make. Staff responded that the property owner would need City permission to make any alterations. Zich asked about the required maintenance that needs to be completed on the property under the Mills Act. Staff responded that the owner could choose not to complete the maintenance. However, they would be subject to loss of any historic incentives at Councils' discretion.

Chair Ereth asked staff about the tax reduction the owner would receive for being part of the Mills Act. He stated that the tax reduction and the required property maintenance are not comparable; the owner would be paying more to maintain the historic integrity of the property. Staff responded that the tax reduction is only to assist the owner with the cost of the required maintenance. Chair Ereth asked staff what would happen if the property owner decided to withdraw from their Mills Act Contract before the necessary maintenance is to be completed.

Commissioner Andrade asked staff about how this designation would benefit the city. Staff responded informing the commission that there would be a plaque that would be provided to the property owner and staff would speak more with the historic society on community outreach efforts to encourage other potential historic properties to consider historic program involvement.

Chair Ereth inquired about the inspection fees that could be collected and asked staff if the property owner could pick and choose the required maintenance or do they have to follow the contract completely. Staff stated the maintenance timeline is somewhat flexible. The Chair asked staff about the future of the historic program and what they hoped to accomplish.

Commissioner Zich asked if the address of the historic sites are publicly available and what the benefits were for the City to enter into the Mills Act Contract with this property owner. Staff responded that the addresses are publicly available on the City's website and the benefit for the city is that it would help to maintain its historical integrity, which is considered a General Plan priority.

Commissioner Vivar asked staff if the last approved Mills Act property also has a plaque and if that property also has additions to the structure. Staff responded stating that the property was relocated, refurbished and a plaque will be offered to them. Commissioner Vivar asked if the Mills Contract runs with the land. Staff confirmed it does.

The Chair opened the Public Hearing.

The Chair opened public comments.

No public comments.

The Chair closed public comments.

The Chair closed the Public Hearing.

Commissioner Andrade made a motion. Seconded by Commissioner Rojas.

The Commission discussed the motion including excitement about maintaining the integrity of the city and those in opposition to the motion their concerns for community benefit and structural integrity.

MOVED/SECOND: Andrade/Rojas

MOTION: Approve staff's recommendation.

The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas

Nays: Zich, Vivar

Absent: Toler, Klepack

Recused: None

Motion carried: 3-2

ACTION: The Planning Commission adopted a resolution to:

1. Recommend that the City Council designate the property on the City's local Historic Register by adoption of a City Council resolution; and
2. Recommend the City Council direct Planning staff to finalize a draft Mills Act Contract for City Council consideration and approval.

RESOLUTION PC-2024-01 - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE THE ADDITION OF 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER PURSUANT TO TITLE 13, ARTICLE 14 (HISTORIC PRESERVATION) OF THE COSTA MESA MUNICIPAL CODE AND APPROVE A MILLS ACT CONTRACT

The Chair explained the appeal process.

2. ORDINANCE TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE AND ORDINANCE TO AMEND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) FOR MODIFICATIONS TO THE CITY'S RETAIL CANNABIS PROVISIONS

CMMC CODE AMENDMENT AND ORDINANCE NO. 2023-XX. The proposed code amendment that would modify Title 13 (Planning, Zoning, and Development) of the CMMC regarding the City's retail cannabis provisions and also includes requisite code modifications required in Title 9 (Business Licenses) that are specifically applicable to the City's retail cannabis program.

Environmental Determination: The ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) (General Rule).

Four ex-parte communications reported.

Commissioner Viviar received emails from two members of the public.

Commissioner Zich received two emails and had telephone conversations with members of the public. He also spoke with a cannabis applicant.

Commissioner Andrade received two emails from members of the public.

Chair Erath received two emails from members of the public.

Michelle Halligan, Contract Planner, presented the staff report.

The Commission asked questions of staff including discussion of:

Commissioner Vivar asked staff about the Cannabis Business Permit (CBP) cap and if the CBP would be transferrable to a new owner. Staff responded by informing Commissioner Vivar that a new owner would have to go through the application CBP process, that the CBP does not run with the land and the operations require a renewal every two years.

Commissioner Andrade requested information on the process the city intends to take going from 30 CBPs to 15 CBPs. Staff responded explaining the application process and review requirements.

Commissioner Rojas asked for clarification on how many Cannabis applications are still in CBP process. Staff responded by explaining that the cannabis applications still waiting have the option to continue to wait or to withdraw their application.

Chair Ereth asked how many applications have received a notice to proceed to Planning Commission hearing. Staff stated there were approximately eight. He asked staff for clarification on when and how cannabis businesses report earnings to the city. Mr. Preziosi described that the Code allows staff to make reasonable requests for cannabis sales reports and that staff seeks to provide more clarity regarding quarterly reporting. The Chair also asked about the existing definition of a youth center. Mr. Preziosi responded that the City Council took the basis for the youth center definition from the State Health and Safety Code, which was established long before shopping centers frequently featured youth-oriented businesses, and updated the definition to exempt tutoring, martial arts studios, and similar youth-oriented businesses.

Commissioner Zich expressed that he would like the City Council to reconsider the definition of a youth center and other sensitive use separations. Staff showed a slide of the additional cannabis topics that were described by Commissioner Zich at the December 11, 2023, Planning Commission meeting for the public to see. The list reads as follows: Definition of a youth center; Separation from youth centric businesses; Adding separation from parks (not just playgrounds); Changing the process of evaluating existing nonconforming uses when applying for a conditional use permit; and establishing a separation from cannabis businesses and group and recovery homes.

Then Commissioner Andrade asked staff to investigate how Long Beach and other communities that allow cannabis retail uses define youth serving facilities to present to City Council for their consideration.

Chair Ereth continued his questions for staff and asked if the modifications regarding eligibility for cannabis applicants due to illegal activities could impact the applicant in the process of obtaining a CBP. Mr. Preziosi answered affirmatively, that proposed owners or operators could be determined to be ineligible to obtain a Cannabis Business Permit. The Chair asked staff why the code does not allow physicians to operate from cannabis storefronts. Assistant Director Drapkin responded that disallowing physicians from working and prescribing onsite reduce the issuance of unwarranted medical cannabis cards.

The Chair opened the Public Hearing.

The Chair opened public comments.

Candace Hawes, asked for the limitation on the number of storefronts, but wished the limit had been established before accepting applications.

Janet Loftus stated she preferred to not have cannabis storefronts in Costa Mesa. However, a limit to the number of dispensaries is an improvement from the current standard. Costa Mesa will have the highest number of cannabis storefronts per capita. She asked for health warnings to be posted on cannabis storefronts.

Priscilla Rocco stated she disapproves of the way the city has allowed multiple cannabis dispensaries in Costa Mesa. She stated there are too many for Costa Mesa's size. She spoke on impaired driving concerns, negative impacts on property values and crime. She commented cannabis will impact lower income neighborhoods the most and asked that cannabis shops not be allowed on paths to schools, parks, and youth centers. She urged the commission to not allow cannabis within 1,000 feet from bedrooms and front yards. Lastly, she stated she agrees with the signage conditions recommended in the staff report.

Alexander Haberbush stated the excessive concentration of cannabis storefronts threatens Costa Mesa's character, safety, economic stability, quality of life for the residents and viability of businesses. He commented that the potential for saturation exceeds what is reasonable in the community and a limit of 30 is far too high. He asked that the City implement buffer zones immediately to protect residential and commercial areas and establish a cap below 30.

The Chair closed public comments.**The Chair closed the Public Hearing.**

The Commission asked staff further questions:

Andrade asked if staff could add a requirement for businesses to post health warnings in cannabis storefronts.

Commissioner Zich expressed concern that the city might not be the correct entity to create a cannabis health warning.

Chair Ereth motion to recommend first reading to City council. Seconded by Commissioner Rojas.

The Commission discussed the motion including how the proposed amendments do not reflect all the changes that each individual commissioner would like in the ordinance. However, the Commission stated they diligently debated the proposals with a lot of passion and strong supportive arguments.

MOVED/SECOND: Ereth/Rojas

MOTION: To recommend first reading to City Council.

The motion carried by the following roll call vote:

Ayes: Ereth, Andrade, Rojas, Vivar, Zich

Nays: None

Absent: Toler, Klepack

Recused: None

Motion carried: 5-0

ACTION: The Planning Commission adopted a resolution to:

1. Find that the project is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that the updates to the City's retail cannabis provisions will not have a significant impact on the environment; and
2. Recommend that the City Council give first reading to ordinances approving Code Amendment No. 2024-XX, amending portions of the Costa Mesa Municipal Code Title 13 (Planning Zoning, and Development), and Code Amendment No. 2024-XX, amending portions of Title 9 (Licenses and Business Regulations), both pertaining to retail cannabis storefront regulations.

RESOLUTION PC-2024-02 - RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT), CHAPTER IX (SPECIAL LAND USE REGULATIONS), ARTICLE 21 (LOCATION OF CANNABIS DISTRIBUTING, MANUFACTURING, RESEARCH AND DEVELOPMENT, TESTING LABORATOIRES, RETAIL STORERONT AND RETAIL NONSTOREFRONT USES) OF THE COSTA MESA MUNICIPAL CODE

RESOLUTION PC-2024-03- RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMEND THE CANNABIS RETAIL STOREFRONT PROVISIONS IN TITLE 9 (LICENSES AND BUSINESS REGULATIONS), CHAPTER VI (CANNABIS BUSINESS PERMITS) OF THE COSTA MESA MUNICIPAL CODE

The Chair explained the appeal process.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

DEPARTMENTAL REPORTS

1. Public Works Report – None.
2. Development Services Report – None.

CITY ATTORNEY'S OFFICE REPORT

1. City Attorney – None.

The Commission all wished Jennifer Le farewell and the best of luck.

ADJOURNMENT AT 8:44 PM

Submitted by:



SCOTT DRAPKIN, SECRETARY
COSTA MESA PLANNING COMMISSION



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: JANUARY 22, 2024 ITEM NUMBER: PH-1

**SUBJECT: LOCAL HISTORIC REGISTER FOR THE “LEROY ANDERSON HOUSE”
(208 MAGNOLIA STREET)**

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

PRESENTATION BY: CAITLYN CURLEY, ASSISTANT PLANNER

FOR FURTHER INFORMATION CAITLYN CURLEY

CONTACT: 714-754-5692

Caitlyn.Curley@costamesaca.gov

RECOMMENDATION:

Staff recommends the Planning Commission adopt a Resolution to:

1. Recommend that the City Council designate the property on the City's local Historic Register by adoption of a City Council resolution; and
2. Recommend the City Council direct Planning staff to finalize a draft Mills Act Contract for City Council consideration and approval.

APPLICANT OR AUTHORIZED AGENT:

The property owner, John Barnett, is processing this request.

BACKGROUND:

The property owner at 208 Magnolia Street (Assessor Parcel Number 425-402-02) has submitted an application for placement of his residence on the City's local Historic Register, and approval of a Mills Act Contract. The subject property, also referred to as the “Leroy Anderson House”, is not currently listed on any federal, State, or local historic registers. However, this property is identified in the 1999 *City of Costa Mesa Citywide Historic Resources Survey* prepared by PCR Services Corporation as eligible for local landmark designation, and is also identified as a potential historical resource in the City's General Plan *Historical and Cultural Resources Element*. Specifically, the “Leroy Anderson House” was included as a potential historic resource in the 1999 Survey based on its locally significant historic architecture, and its association with an early prominent local citizen, Leroy Anderson.

The subject property is located on the north side of Magnolia Street between Orange and Westminster Avenues. The property consists of a one-story single-family residence facing Magnolia Street, with a two-story rear addition and garage facing the rear alley. Based on historic aerial photographs, the original house is estimated to have been constructed between 1927 and 1931 (no original permits are on record). However, the existing garage and second-story addition, located at the rear of the property, was constructed in 1997.

The original one-story portion of the residence is “L” shaped and has a steeply sloping cross-gable roof with front gable projection on the southwest corner, and has a combination of flush and enclosed, shallow eaves. The roof is clad in composition shingles and the exterior walls are clad in smooth stucco. The elevations are asymmetrically arranged and fenestrations consist of a combination of multi-light and single-light wood casement and double-hung sash windows in various groupings and sizes. Within the gable peaks are attic vents, each with three circular openings containing red clay vent tubes. Rectangular foundation vents with wire mesh are unevenly spaced across the building base. (See Exhibits A and B below for historic and current property photographs.)

Exhibit A – 1950 historic photo of 208 Magnolia Street



Exhibit B – Current photo of 208 Magnolia Street



Pursuant to the City's General Plan, "Costa Mesa is home to 31 historical properties, built environments, and landmarks that have been determined eligible for listing in the City's Local Register of Historic Places. Five of these historical properties have been determined eligible for listing in the National Register of Historic Places and in the California Register of Historical Resources". In 2008, the City Council approved the City's first and only property to be designated on the Costa Mesa local Historic Registry, and also approved the City's first Mills Act Contract at 546 Bernard Street ("the Huscroft House").

ANALYSIS:

Pursuant to the Costa Mesa Municipal Code (CMMC), the City Council, upon the recommendation of the Planning Commission, may designate any building, structure, site, object, district, improvement, or natural feature that is over fifty (50) years of age on the City's local historic register if it meets the criteria for listing in the National Register of Historic Places, or one or more of the City's local historic resource criteria as listed below:

- a. Exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;
- b. Is identified with persons or events significant in local, state, or national history;
- c. Embodies distinctive characteristics of a style, type, period, or method of construction;
- d. Is a valuable example of the use of indigenous materials or craftsmanship;
- e. Represents the work of a notable builder, designer, or architect;
- f. Contributes to the significance of an historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development;
- g. Has a unique location or singular physical characteristics or is a view or vista representing an established and familiar visual feature of a neighborhood, community or of the city;
- h. Embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant structural or architectural achievement or innovation;
- i. Is similar to other distinctive properties, sites, areas, or objects based on a historic, cultural, or architectural motif;
- j. Reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning;
- k. Is a type of building or is associated with a business or use which was once common but is now rare; and/or
- l. Yields, or may yield, information important in prehistory or history; and retains the integrity of those characteristics necessary to convey its significance.

As previously indicated, in 1999, the subject property was identified in the *City of Costa Mesa Citywide Historic Resources Survey*, and the Survey indicated that the property was “Not eligible for the National Register but of local interest because the property is eligible for separate designation under an existing local ordinance.” In order to determine if the property at 208 Magnolia Street is a cultural resource pursuant the CMMC, an updated historic survey evaluation has been prepared by GPA Consulting (2023 - *Historic Assessment Report*). The Report includes a comprehensive building conditions assessment that documents the current conditions of the historic building (see Attachment 5). The conclusions of the Historic Report indicate that the property is eligible for City Historic Register designation as a local landmark under local criteria.

The Report specifically indicates that 208 Magnolia Street is eligible under CMMC criterion “a”, “because it reflects the transitional period of early residential development during which the former farming community of Harper evolved from an agricultural area to the more densely developed town of Costa Mesa, and is one of the earliest residences constructed in the Newport Heights Tract during that period. The period of significance under criterion “a” is 1927. Additionally, the Report indicates that the property is eligible under CMMC criterion “b” because the house was the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa. The period of significance under criterion “b” is 1936 to 1957, when Anderson resided at the property.

Lastly, the 2023 Report provides an analysis of the subject property’s “character-defining features”. According to the Report, “character-defining features are the architectural components that contribute to a building’s sense of time and place. Character-defining features can be generally grouped into three categories: (1) the overall visual character of a building, (2) the exterior materials and craftsmanship, and (3) the interior spaces, features, and finishes. The relative importance of character-defining features depends on the level of craftsmanship, visibility, and integrity”. The Report concludes that the residence located at 208 Magnolia Street retains integrity of location, design, setting, feeling, and association, and has sufficient physical integrity to convey its historical significance.

MILLS ACT CONTRACT AND FISCAL REVIEW

Mills Act Contract

Pursuant to CMMC Section 13-200.11 (Preservation Incentives), the City Council may adopt a program of economic and other incentives to support the preservation, maintenance, and appropriate rehabilitation of the City’s cultural resources. The owner of 208 Magnolia Street is requesting local historic register designation and also approval of a Mills Act contract.

The Mills Act is a State law allowing cities to enter into contracts with the owners of historic structures. Such contracts allow for a reduction of property taxes in exchange for the continued preservation of an historic resource. The Mills Act law enables the City Council to enter into a 10-year contract with owners of historic properties. Under these contracts

("Mills Act contracts"), owners agree to maintain and if necessary rehabilitate their historic structures with specific improvements during a 10-year contract period, and subsequently maintain the property pursuant to local, State and federal historic laws. Mills Act Contracts automatically extend annually for one-year after the initial 10-year term.

The intention of the Mills Act Contract tax benefit is to provide the historic property owners with greater means and motivation for historic property maintenance, which can be especially beneficial for underutilized or undermaintained properties. The City does not control or set the assessed value of property and benefits under the Mills Act Contract. This value and the ultimate property tax paid by the property owner is determined by the Orange County Assessor's Office, using a formula that is established by the State Mills Act legislation. Pursuant to California Government Code Section 50281 (State Mills Act Legislation), Mills Act Contracts shall contain the following provisions:

- a) The term of the contract shall be for a minimum period of 10 years, and all protections and incentives for the property owner and City will remain in effect following the 10-year contract period; and
- b) Where applicable, the contract shall provide the following:
 - 1. Preservation of the historic resource, and conformance with rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code.
 - 2. For an inspection of the interior and exterior of the premises by the City, prior to a new agreement, and every five years thereafter, to determine the owner's compliance with the contract.
 - 3. For it to be binding upon, and continue to benefit all successors in interest of the property.

Pursuant to State Code Section 50281, if the City Council designates the subject property on the City's Historic Register and also approves a Mills Act Contract, the contract would include the aforementioned provisions and a "Rehabilitation / Restoration / Maintenance Plan". The City's Historic Consultant and the applicant have worked together to prepare the proposed project Rehabilitation / Restoration / Maintenance Plan (see Attachment 7.) The Plan includes an itemized future property maintenance schedule to be completed within a 10-year contract term. The schedule includes the specific work/task to be completed, the building features to be improved and the date in which the work/task will be completed within the 10-year contract.

Fiscal Review

The City's Finance division recently reviewed the proposal and estimated the proposed Mills Act Contract fiscal impact to the City. Based on the County of Orange's assessed value of \$1.9 million for the subject property, the City's estimated property tax revenue reduction following adoption of the Mills Act contract is \$2,825 annually. This tax reduction may increase or decrease each year in proportion to its assessed property value.

GENERAL PLAN CONFORMANCE:

The Costa Mesa General Plan establishes the long-range planning and policy direction that guides change and preserves the qualities that define the community. The 2015-2035 General Plan sets forth the vision for Costa Mesa. This vision focuses on protecting and enhancing Costa Mesa's diverse residential neighborhoods, accommodating an array of businesses that serve local needs and attract regional and international spending, and provide cultural, educational, social, and recreational amenities that contribute to the quality of life in the community. Over the long term, General Plan implementation will ensure that development decisions and improvements to public and private infrastructure are consistent with the goals, objectives, and policies contained in this Plan. The project is consistent with the following applicable General Plan Historical and Cultural Resources (HCR) Element policies:

Policy HCR-1.1: *Encourage protection and enhancement of the diverse range of historical sites and resources in the City for the benefit of current and future residents and visitors.*

Consistency: Designating the "Leroy Anderson House" on the City's Local Historic Register will allow a City historic resource to be protected, consistent with the purpose of the Historical and Cultural Resources Element of the City's General Plan.

Policy HCR-1.2: *Encourage the preservation of significant historical resources by developing and implementing incentives such as building and planning application permit fee waivers, Mills Act contracts, grants and loans, and implementing other incentives identified in the Historical Preservation Ordinance.*

Consistency: Adding the "Leroy Anderson House" to the local Historic Register and approving a Mills Act contract for the property will result in continued preservation of a significant Costa Mesa historic resource, and is consistent with General Plan Goal HCR-1.2.

FINDINGS

Pursuant to CMMC Section 13-200.9(2)(b) – "Findings", in order to designate the subject property on the City's Historic Register, the City Council upon the recommendation of the Planning Commission must find that:

- *The site, building, structure, district, object, natural feature or improvement has special historical, archaeological, cultural, architectural, community value in the City, and that the purpose of the City's Historic Preservation Ordinance is maintained by such designation.*

The 2023 GPA Historic Assessment Report indicates that the residence located at 208 Magnolia Street has special historical, architectural and community value in that the structure reflects the transitional period of early Costa Mesa residential

development during which the former farming community of Harper evolved from an agricultural area to the more densely developed town, and is one of the earliest residences constructed in the Newport Heights Tract during that period. Additionally, the Report indicates that the subject residence has community value in that the house was the long-term residence of Leroy P. Anderson, a prominent local attorney who was instrumental in the early development of Costa Mesa (see the below Exhibit D).

Exhibit D - 1928 Chamber of Commerce, Anderson at bottom right. Source: *Early Costa Mesa*.



Further, preservation of this historical residence is consistent with the City's Historic Preservation Ordinance "Purpose" in that designating the property on the City's Historic Registry will: (1) further safeguard the City's heritage as embodied and reflected in the subject property, (2) encourage public knowledge, understanding, and appreciation of the City's past by fostering civic and neighborhood pride and a sense of identity based on the recognition of a cultural resource, (3) preserve a diverse and harmonious architectural style that reflects the City's history, and (4) enhance property values and increase economic and financial benefits to the City by protecting a local neighborhood historical resource asset.

ENVIRONMENTAL DETERMINATION

Exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule") in that there is no possibility that the addition of the Leroy Anderson House to the Local Register will have a significant impact on the environment.

ALTERNATIVES

The following alternatives are available to Planning Commission:

1. Recommend approval to City Council of the designation of the "Leroy Anderson House" on the City's local Historic Register, and City Council implement a Mills Act Contract at 208 Magnolia Street; or
2. Recommend denial to City Council of the placement of the Leroy Anderson House on the City's Local Register and not approve a Mills Act Contract.

LEGAL REVIEW

This report has been approved as to form by the City Attorney's Office.

CONCLUSION

The placement of the of the Leroy Anderson House on City's local Historic Register will provide protection to ensure that a City historic resource is maintained and that no substantial modifications can be made without prior City approval. Future implementation of the Mills Act Contract would allow the property owner to receive tax benefits as long as the house remains on the Local Register and in Mills Act contract compliance.

- Attachments:
1. Draft Planning Commission Resolution
 2. Applicant Letter
 3. Vicinity Map
 4. Zoning Map
 5. Historical Assessment Report
 6. Mills Act Contract
 7. Rehabilitation / Restoration / Maintenance Plan
 8. State Inventory Form



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-254

Meeting Date: 6/18/2024

TITLE:

ADOPTION OF ORDINANCES APPROVING DEVELOPMENT AGREEMENT (DA-20-02), REZONE (R-20-01), AND SPECIFIC PLAN (SP-20-01), AND ADOPTION OF RESOLUTION AMENDING CERTAIN CONDITIONS OF APPROVAL FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE

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

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.
2. Give second reading to and adopt, by title only, Ordinance No. 2024-05 approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to five years and clarifying the Agreement's effective date.
3. Give second reading to and adopt, by title only, Ordinance No. 2024-06 approving Rezone 20-01.
4. Give second reading to and adopt, by title only, Ordinance No. 2024-07 approving Specific Plan 20-01.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA
92626

Item #: 24-254

Meeting Date: 06/18/2024

TITLE: ADOPTION OF ORDINANCES APPROVING DEVELOPMENT AGREEMENT (DA-20-02), REZONE (R-20-01), AND SPECIFIC PLAN (SP-20-01) FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.
2. Give second reading to and adopt, by title only, Ordinance No. 2024-05 approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to five years and clarifying the Agreement's effective date.
3. Give second reading to and adopt, by title only, Ordinance No. 2024-06 approving Rezone 20-01.
4. Give second reading to and adopt, by title only, Ordinance No. 2024-07 approving Specific Plan 20-01.

BACKGROUND:

At the June 4, 2024, City Council meeting, the Council considered the modifications recommended to be approved by the Planning Commission to the above noted Ordinances, heard public comment, and introduced the Ordinances for first reading by title only, waiving further reading, by a 6-0 vote (Councilmember Harper was absent). The City Council's motion included a minor modification to the recommended fee language in the Development Agreement (described further below), and clarification of the project ownership in the project approval documents. In addition, the City Council motion also included approval of a resolution revising conditions of approval pertaining to public art and vertical landscaping.

The June 4, 2024, City Council report and video are linked below:

June 4, 2024, City Council Agenda Report (also provided as Attachment 4):

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=6712589&GUID=2578B2B2-9272-438B-8567-A8901D031C84>

June 4, 2024, City Council Video:

https://costamesa.granicus.com/player/clip/4137?view_id=14&redirect=true

ANALYSIS:

At the June 4, 2024, City Council Meeting, the Council directed staff to revise the language in the Development Agreement in regard to the timing of project fee payments. Specifically, the City Council motion included the following modification to the Development Agreement (changes are shown in strike through for text deletion and in underline for added text):

Development Impact Fees (DIF):

Two Payment Installments plus 3% interest rate commencing on the Effective Date of the Development Agreement. First payment received with the issuance of the first building permit (Year 1), second and final payment received ~~in Year 5 no later than the earlier of~~ either five years from the date of the first issuance of building permit "Construction Date", or final inspection approval for the project's last residential unit, whichever occurs first.

Funding for Economic Recovery and Community Enhancement:

One Payment ~~received in Year 5~~ plus 3% interest rate commencing on the Effective Date of the Development Agreement, received either no later than the earlier of five years from the date of the first issuance of building permit "Construction Date", or final inspection approval for the project's last residential unit.

ENVIRONMENTAL DETERMINATION:

Pursuant to Section 15162 of the State CEQA Guidelines, the project was reviewed and found to be consistent with the One Metro West Environmental Impact Report (EIR) (State Clearinghouse No. 2019050014), which was certified on May 4, 2021, by the City Council of the City of Costa Mesa (Resolution No. 2021-54). Pursuant to Section 15162 of the Guidelines, no subsequent environmental review is warranted for the project because there are no substantial changes to the project in that there are no modifications to the approved project plans, or required mitigation measures that would relate to the mitigation of a project environmental effect, and no new information of previously unknown environmental effects.

ALTERNATIVES:

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

FISCAL REVIEW:

The City's Finance Department has reviewed the applicant's requested payment modifications and determined that the requested five-year payment plan with a three percent (3%) annual interest rate, in the amount of \$1,348,685, retains the fund's "net present value" by recovering the potential interest and/or inflation monetary reductions that may result by the requested payment delays.

The result is a total payment of \$17,881,474 at the end of the five-year term compared to the current Development Agreement of \$16,532,789, which requires all fees to be paid in Phase I - at the time of issuance of the first building permit.

LEGAL REVIEW:

The draft ordinances and staff report have been prepared in conjunction with and reviewed by the City Attorney's Office.

PUBLIC NOTICE:

Pursuant to Government Code Section 36933, a summary of the proposed ordinances was published once in the newspaper no less than five days prior to the June 18, 2024, second reading. A summary of the adopted ordinances will also be published in the newspaper within 15 days after adoption.

Public comments received prior to the June 18, 2024, City Council meeting may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/calendar/city-of-costa-mesa/)

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goal to *Diversify, stabilize, and increase housing to reflect the community needs* in that the project contributes to helping the City meet its City's 6th Cycle RHNA allocations, including affordable housing allocation. The project includes 1,057 units within a mixed-use multi-family residential development. The project provides 10 percent of the project dwelling units (minimum of 106 units) as affordable units to low- and very-low-income households.

CONCLUSION:

The proposed amended ordinances do not modify the development plans; rather, they modify the timing of implementing the project while ensuring the City receives the agreed-upon public benefits. The amendments to the Development Agreement from a single fee payment to a two-payment plan over five years with a 3% annual interest rate, is intended to assist the applicant in meeting the financial commitments to the City while ensuring the City retains the full value of the development fees. Lastly, the applicant proposed language modifications to the ordinances is consistent with Article 22 of the Costa Mesa Municipal Code.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT DA-20-02 BETWEEN THE CITY OF COSTA MESA AND COSTA MESA SUNFLOWER, LLC

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, public hearings were held on April 13, 2020 and May 11, 2020 before the Planning Commission pursuant to the Procedures and Requirements for Consideration of Development Agreements set forth in City Council Resolution No. 88-53, regarding the proposed Development Agreement DA-20-02, attached hereto as Exhibit “A” (hereinafter, the “Agreement”), at which time the Planning Commission considered testimony presented by the public and applicant and the then property owner International Asset Management Holding Group, LLC, predecessor in interest to Costa Mesa Sunflower, LLC (hereinafter, “Developer”) and thereafter made recommendations to the City Council;

WHEREAS, a public hearing was subsequently held before the City Council on June 15, 2021 pursuant to the requirements of Resolution No. 88-53, at which time the City Council considered testimony presented by the public and the Developer and the recommendations of the Planning Commission regarding the proposed Agreement; and

WHEREAS, on June 15, 2021, the City Council approved the first reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing);

WHEREAS, on July 20, 2021, the City Council approved the second reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing);

WHEREAS, at the time of City Council approval, the project was subject to a vote of the electorate pursuant to Measure Y, “An Ordinance to give the People of Costa Mesa Control of Their Future” codified in Article 22, Chapter IX of the Zoning Code, such that Ordinance 2021-11 stated that the “Ordinance shall become effective following approval of the Project by the electorate at the regular municipal election or at a special election funded by the applicant”;

WHEREAS, on November 8, 2022, “Measure K” was adopted by the Costa Mesa electorate, which amended Article 22 to allow for the development of housing in specific commercial and industrial areas without a vote by the electorate while keeping residential neighborhoods intact and revitalizing commercial corridors;

WHEREAS, the subject project is located at 1683 Sunflower Avenue which is located within the Measure K boundaries and accordingly no longer requires approval by the electorate;

WHEREAS, the applicant and then property owner, International Asset Management Holding Group, LLC, by their authorized agent Brent Stoll with Rose Equities, requested to amend the Ordinances to be consistent with Costa Mesa Zoning Code, Article 22, eliminating the electoral vote requirement;

WHEREAS, Rose Equities also requested amending the timing of payment of impact fees and community benefits fund;

WHEREAS, on May 13, 2024, at a duly noticed public hearing, the Planning Commission, after taking public testimony, recommended that the City Council approve the requested amendments;

WHEREAS, a duly noticed public hearing was held by the City Council on June 4, 2024, with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on June 4, 2024, the City Council approved the first reading by a 6-0-1 vote (Councilmember Harper absent) gave first reading to the Ordinance;

WHEREAS, on June 18, 2024, the City Council voted X-X to adopt Ordinance 2024-05;

WHEREAS, the Agreement is:

- (a) Consistent with the objectives, policies, general land uses and programs specified in the General Plan and with the General Plan as a whole and the North Costa Mesa Specific Plan;
- (b) Compatible with the uses authorized in, and the existing land use regulations prescribed for, the zoning district in which the real property is and will be located; and
- (c) Is in conformity with and will promote public convenience, general welfare, and good land use practice.

WHEREAS, the Agreement will not:

- (a) Be detrimental to the health, safety and general welfare; or
- (b) Adversely affect the orderly development of property or the preservation of property values.

WHEREAS, The Agreement will promote and encourage the development of the proposed project and will ensure the public benefits promised therein, by providing stability and certainty to Developer;

WHEREAS, the approved project included General Plan Amendment GP-20-01, Rezone R-20-01, Specific Plan SP-20-01, Master Plan PA-19-19 and Tentative Tract Map No. 19015 (T-19-01) (the "Project");

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Project Environmental Impact Report (EIR) was prepared by the City in accordance with the California Environmental Quality Act (CEQA) and certified by the City Council on May 4, 2021, by Resolution No. 2021-54;

WHEREAS, pursuant to CEQA Guidelines Section 15162 the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required.

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

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Findings and Declarations. The above stated findings and declarations are true and correct.

Section 2: Approval. The City Council hereby approves, adopts and enters into the Agreement in the form attached hereto and incorporates the Agreement herein by this reference.

Section 3: Recordation. Upon execution of the Agreement by all parties, the City Clerk is directed to record the Amendment pursuant to Resolution No. 88-53.

Section 4: Environmental Compliance. Pursuant to the provisions of CEQA and State CEQA guidelines, a Final EIR, State Clearing House No. 2019050014, including a mitigation monitoring program and statement of overriding consideration, was certified for the Project on May 4, 2021, and the City has determined that this Ordinance itself is not a separate "project" and further, that it is exempt from the provisions of CEQA pursuant to Ordinance No. 2024-05 Page 3 of 32

CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance itself will not have an effect on the environment) such that no further environmental review under CEQA is required; and

Section 5: Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

Section 6: Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

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

Section 8: Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner as required by law.

PASSED AND ADOPTED this _____ day of _____ 2024.

John Stephens
Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow
City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-05 was duly introduced for first reading at a regular meeting of the City Council held on the 4th day of June, 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 18th day of June, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ____ day of _____, 2024.

Brenda Green, City Clerk

EXHIBIT A – Revised Development Agreement 20-02

DEVELOPMENT AGREEMENT NO. 20-02

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF COSTA MESA

and

COSTA MESA SUNFLOWER, LLC

Approved June 18, 2024, by Ordinance No. 2024-05

DEVELOPMENT AGREEMENT NO. 20-02

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 202_ by and between the City of Costa Mesa, California (hereinafter “CITY”), and Costa Mesa Sunflower, LLC, a **California Limited Liability Company** (hereinafter “OWNER”):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, This Agreement constitutes a current exercise of CITY’s police powers to provide predictability to OWNER in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for OWNER’s commitment to provide significant public benefits to CITY as set forth in Section 4, below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable the development of a mixed-use project with residential, commercial, creative office and open space uses and provide the CITY with additional funds that could be used for CITY facilities and will therefore implement numerous general plan and other public policies of the CITY; and

WHEREAS, the provision by OWNER of these aforementioned public benefits allows the CITY to realize significant economic, and social benefits; and

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code section 21000 et seq.); and

WHEREAS, this Agreement and the Project are consistent with the Costa Mesa General Plan, as amended, and any specific plan, as amended, applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Costa Mesa, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Costa Mesa.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Construction Date” means the date the first building permit is issued.

1.1.6 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) general plan, general plan amendments, specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits and master plans;
- (d) zoning, zoning map amendments, and zoning text amendments; and,
- (e) grading and building permits.

1.1.8 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park “in lieu” fees specified in

Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.10 “Development Plan” means the plan for development of the Property as set forth in the vested entitlements listed in Exhibit “C”.

(a) “Director” means the Director of the City’s Development Services Department, including his or her designee.

1.1.11 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.12 “Interest Charge” means the interest payment applied to deferred Development Exaction and Development Impact Fees.

1.1.13 “Interest Rate” means the rate of interest, three percent (3%) per year, compounded annually, used to calculate the Interest Charge.

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.18 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.19 “Public Benefit” refers to those benefits provided to the CITY and the community by OWNER pursuant to Section 4 below.

1.1.20 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby fully vested and authorized and shall be carried out in substantial accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY’s General Plan, as amended.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits to the City.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of twenty five (25) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot or condominium that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot/condominium and such lot/condominium shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot/condominium has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot/condominium, and the fees for such lot set forth in this Agreement have been paid.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.4.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92627
(714) 754-5245
Attn: City Manager

Copy to:

Jones & Mayer
3777 N Harbor Blvd.
Fullerton, CA
(714) 446-1400
Attn: Kimberly Hall Barlow

If to OWNER:

Rose Equities, as agent for Costa Mesa Sunflower, LLC
8383 Wilshire Boulevard, Suite 632
Beverly Hills, CA 90211
Attn: Brent Stoll
Telephone: (323) 782-4300

Copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92694
Attn: John A. Ramirez
Telephone: (714) 662-4610

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals in effect on the Effective Date that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals in effect on the Effective Date or, if consented to by OWNER, those subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date. In connection with any subsequently adopted Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed expeditiously.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement and do not impose increased costs on OWNER.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.6 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the City for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, City shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the

Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) an agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the City's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

4. PROJECT BENEFITS & COMMITMENTS

4.1 Public Benefits. The Project will serve to redevelop an industrial site, will provide on-site infrastructure upgrades; and will provide additional housing opportunities to residents of the City. In addition, the Project will improve the City's open space and recreational facilities by providing the following:

4.1.1 Public Open Space. The Project will include the construction, ongoing maintenance and management of a 1.5-acre passive open space area that will be made available to the general public through dedication of a perpetual public access easement to the CITY, which easement shall run with the land in perpetuity and be recorded against the Property in a form and manner approved by the CITY;

4.1.2 Community Center. The Project will also include construction, ongoing maintenance and management of a 1,500-square-foot community room located in Building B that will be made available for use to the CITY at no cost and to the general public subject to the same cost and schedule availability applicable to Project residents (subject to commercially reasonable rules regarding access, insurance requirements, security, etc.);

4.1.3 Sunflower Avenue Improvements. The Project will include off-site improvements to Sunflower Avenue that would include, but not be limited to, wider pedestrian sidewalks, street furniture, lighting, wayfinding and public art, pedestrian signal, pedestrian and bike crossings, improved bicycle lanes (beyond the Class II facilities required along the Project frontage) with identification and separation from vehicles, new landscaped street median pockets, and striped on-street parking along the south side of Sunflower Avenue;

4.1.4 Maintenance of Off-Site Improvements. The CITY will maintain pavement, curb and gutter; the OWNER is to maintain offsite landscaping, irrigation and other features;

4.1.5 Advancement of Development Impact Fees. OWNER shall pay all development impact fees identified in Section 4.3 to the CITY, fees shall be paid in two installments with deferred fees subject to a three percent (3%) interest rate, commencing on the Effective Date of this Agreement. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received no later than the earlier of either five years from the date of the first issuance of building permit ("Construction Date") or final inspection approval for the project's last residential unit;

4.1.6 Funding for Public Safety. prior to issuance of first building permit OWNER shall pay to CITY the sum of two million dollars (\$2,000,000.00) to be used, in the City's sole and absolute discretion, to enhance the operations of the CITY's Police and Fire departments, including, but not limited

to updates to the firing range, replacement Fire apparatus, and other public safety related projects and/or expenses;

4.1.7 Funding for Community Infrastructure Improvements. Prior to issuance of first building permit OWNER shall pay to CITY the sum of one million dollars (\$1,000,000.00) to be used, in the City's sole and absolute discretion, to be used toward City-wide roadway and trail improvements (e.g. Adams Avenue improvements and Citywide bike trail improvements);

4.1.8 Economic Recovery and Community Enhancement Fund. No later than the earlier of either five years from the date of the first issuance building permit ("Construction Date") or final inspection approval for the project's last residential unit, the OWNER shall pay to CITY the sum of three million dollars (\$3,000,000.00) plus the Interest Charge, being a three percent (3%) interest rate commencing on the Effective Date of this Agreement, to be used by the City, in its sole and absolute discretion, to assist community enhancement programs and projects related to economic sustainability and recovery, and/or to support essential governmental functions impacted during states of emergency and/or recovery therefrom, and/or other community enhancement efforts such as park and open space acquisition, rehabilitation, refurbishment or enhancement (e.g. Shalimar Community Center, Ketchum-Libolt park improvements, etc.).

4.1.9 Gisler Avenue/Garfield Avenue Bridge. OWNER agrees to support CITY's objections to and actions to remove the planned Gisler/Garfield Avenue Santa Ana River crossing from the OCTA's Master Plan of Arterial Highways ("OCMPAH").

4.2 Affordable Housing. It is the intent of CITY to consider and adopt a citywide affordable housing program to require the inclusion of affordable housing, or fees in-lieu thereof, in conjunction with all new residential development. The Project shall provide one hundred six (106) of its units at rates that are affordable to lower-income families; of the total units, sixty-seven (67) units shall be reserved for very low-income and thirty-nine (39) units for low-income tenants. The Project shall not satisfy this requirement by payment of fees in-lieu thereof. The provisions of this Section 4.2 shall continue to apply in the event of a condominium conversion.

Affordable units shall be deed restricted in a form approved by the Director and maintained in for a period of not less than forty (40) years from the date of the last certificate of occupancy of the Project at the affordability levels described in this section. Such units shall be evenly distributed throughout the Project and shall be identical to all other similarly sized units at the Project in terms of design, construction, access and OWNER provided amenities. Construction of affordable units will be proportional throughout the development of the Project, such that a proportional share of affordable units will be included in each phase of development, i.e., if the first phase of the Project is 25% of the total residential units, then approximately 25% of the total affordable units must be completed in that first phase, etc. In addition, the sizes of the affordable units shall be proportionate to the sizes of all other units within the Project, i.e., if the Project is comprised of 40% one-bedroom, 50% two-bedroom and 10% three-bedroom, then the bedroom count for the affordable units shall be similarly allocated.

If OWNER determines to record a Final Tract Map and convert the apartment units to condominium units, and notwithstanding any provision of Section 2.5.5 of this Agreement to the contrary, Owner shall either: maintain the residential rental units as rental units at the then current income and affordability levels described in this section; market for sale and thereafter sell the units based on the then current income and affordability levels described in this section; or, if applicable, relocate any and all tenants residing in affordable units under the terms imposed by applicable law and/or the citywide affordable housing program in existence at the time of relocation and sell the former rental units at the then current income and affordability levels described in this section.

4.3 Development Impact Fees. Unless specified below, the OWNER shall pay all development impact fees identified in this section, and further detailed in Exhibit D, to the CITY. Fees shall be paid in two installments, Year 1 and by the end of Year 5, with deferred fees subject to a 3% interest rate from the Effective Date hereof. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received no later than the earlier of five years from the date of the first issuance building permit "Construction Date" or final inspection approval for the project's last residential unit, whichever first occurs.

4.3.1 Parkland Impact Fee. Project will be subject to the park impact fee for apartment units at \$5,000.00 per unit. The project includes a subdivision for condominium purposes that OWNER indicates may or may not be exercised. Should the OWNER determine to record a Final Tract Map and convert the apartment units to condominium units, OWNER shall pay the difference in fees between the initial \$5,000.00 per unit park impact fee and the fee in place at the time of Map recordation for condominium units. The Tentative Tract Map shall remain valid for the term of this agreement and expire coterminous with this agreement if not exercised.

4.3.2 Traffic Impact Fee. The Project will be subject to the traffic impact fee for all additional vehicle trips generated by the Project at the rate in place at the time of approval of the Project (currently two hundred thirty-five dollars (\$235.00) per additional vehicle trip). The Project will generate a total net increase of six thousand eight hundred (6,800) vehicle trips.

4.3.3 Open Space and Public Park Impact Fee (Measure Z). The Project is subject to the Open Space and Public Park Impact Fee (also known as Measure Z) at the fee established by Resolution of the City Council at the time of issuance of the first building permit up to \$1.50 per square foot.

4.3.4 Fire Protection System Development Impact Fee. The intent of the parties is that the Project shall be subject to the most current Fire Protection System Development Impact Fee. Accordingly, the Project is subject to a Fire Protection System Development Impact fee in an amount calculated to be the equivalent of the North Costa Mesa Fire Fee study; provided, however, that if a new citywide Fire Protection System Development Impact Fee study is adopted after issuance of first building permit, the Project shall then be subject to this new fee.

4.3.5 Time of Payment. All Development Impact Fees required shall be paid to CITY in accordance with the terms of the implementing ordinance(s), as detailed in Exhibit D, and according to the following schedule:

- (i) for Building A, prior to the issuance of the first building permit;
- (ii) for Building B, Building C and the Office Building, the earlier of the end of Year 5, plus the three percent (3%) Interest Charge commencing on the Effective Date of this Agreement, following the Construction Date, or approval for the project's last residential unit.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

5. FINANCING OF IMPROVEMENTS. If deemed appropriate by CITY, CITY and OWNER shall cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public or private improvements required as part of the Development Plan and/or payment of any Development Impact Fees. Without limiting the generality of the foregoing, for the purposes of this paragraph, included within the

definition of public improvements are street improvements, sewer improvements, drainage improvements, water improvements, other utility improvements, park improvements, trail improvements, pedestrian or bicycle improvements and open space. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY may review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the Director, within thirty (30) days after written notice from the CITY. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Director, or his or her designee, may submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the Parties that neither CITY nor OWNER would have entered into this Agreement if either were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except damages.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has as determined by the Director failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Project Benefits & Commitments set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event any such provision is determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions and pending litigation (such as lawsuits seeking to overturn the project approvals, restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with

the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Director and the City Clerk, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

Rose Equities, as authorized signatory for Costa
Mesa Sunflower, LLC

Rose Equities
By: Brent Stoll, Partner

Dated: _____

CITY

CITY OF COSTA MESA, a California municipal
corporation

John Stephens, Mayor

Dated: _____

ATTEST

Brenda Green, City Clerk

Dated: _____

APPROVED AS TO LEGAL FORM

Kimberly Hall Barlow, City Attorney

Dated: _____

EXHIBIT “A”

(Legal Description of the Property)

Parcel 1, in the City of Costa Mesa, County of Orange, State of California, as shown on map filed in Book 73, Pages 11 and 12 of Parcels Maps, in the office of the County Recorder of said County. APN: 13-031-62 and 139-651-14

EXHIBIT “B”

(Map of the Property)



EXHIBIT “C”

(Development Plan)

General Plan Amendment No. 20-01

Specific Plan No. 2024-07

Zone Change No. 2024-06

Tract Map No. 19015

Master Plan No. 19-19

EXHIBIT “D”

(Development Impact Fees)

CITY OF COSTA MESA DEVELOPMENT IMPACT FEES		
Fee Type	Fee Amount	Time of Payment
Park Impact Fee	\$5,000 per unit	Condominium Project: Prior to Final Tract Map approval, payment for the difference in fees between the initial \$5,000.00 per unit park impact fee and the fee in place at the time of Map recordation for condominium units Apartment Project: shall be paid in two installments with deferred fees subject to a 3% interest rate as stated below
Traffic Impact Fee	\$235 for additional trips The project will generate a total of 6,800 additional vehicle trips	Development Fees shall be paid in two installments with deferred fees subject to a 3% interest rate from the Effective Date. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received by no later than the earlier of either five years from the date of the first issuance building permit (“Construction Date”) or final inspection approval for the project’s last residential unit.
Open Space and Public Park Impact Fee (Measure Z)	\$1.50 per SF per City Council Resolution 17-19	
Fire Protection System Development Impact Fee	Equivalent to North Costa Mesa Specific Plan (\$0.28 per square foot of new development and \$469.35 per new residential unit) or fee in effect as a result of a new citywide fire fee study	
Drainage Fees	Fees effective at the time of building permit issuance (currently \$5,026.00 per acre)	

OTHER AGENCY DEVELOPMENT IMPACT FEES		
Newport-Mesa Unified School District	Fees effective at the time of building permit issuance (currently 1.84 per SF)	Payment of non-city fees are required prior to building permit issuance or as otherwise required by the implementing agency.
Costa Mesa Sanitary District	Plan check and permit fees effective at the time of building permit issuance	
Mesa Water District	Plan check and permit fees effective at the time of building permit issuance	
San Joaquin Hills Transportation Corridor Fees	Fees effective at the time of building permit issuance (currently \$2,664 for multi-family)	

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING REZONE 20-01 TO REZONE A 15.23-ACRE SITE TO PLANNED DEVELOPMENT RESIDENTIAL-HIGH DENSITY (PDR-HD) AND ESTABLISH A SITE-SPECIFIC DENSITY OF 80 DWELLING UNITS PER ACRE AND MAXIMUM 1,057 UNITS FOR THE PROPERTY GENERALLY LOCATED AT 1683 SUNFLOWER AVENUE

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, an application was filed by Brent Stoll of Rose Equities, representing the property owners, requesting approval of certain land use entitlements;

WHEREAS, duly noticed public hearings were held by the Planning Commission on April 13, and May 11, 2020 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, at their regular meeting on May 11, 2020, the Planning Commission recommended that City Council approve the project by a 6-1 vote (Commissioner Zich voting No);

WHEREAS, a duly noticed public hearing was held by the City Council on June 15, 2021 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on June 15, 2021, the City Council approved the first reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing);

WHEREAS, the City Council took the following actions by separate resolution;

1. **CERTIFY** the Final Environmental Impact Report (SCH No. 2019050014) including the Mitigation Monitoring and Reporting Program, Finding of Facts and Statement of Overriding Consideration;
2. **APPROVE** General Plan Amendment GP-20-01 to change the land use designation of the project site from Industrial Park (IP) to High Density Residential (HDR) with a site-specific density of 80 du/acre and maximum of 1,057 units;
3. **APPROVE** Master Plan PA-19-19 for a mixed use development with 1,057 residential units, 6,000 square feet of commercial space and 25,000 square feet of office development;

4. **APPROVE** Tentative Tract Map No. 19105 (T-19-01) for future subdivision of the subject property including establishing the right to a future airspace subdivision for condominium purposes;
5. **APPROVE** Development Agreement DA-20-02 by adopting a separate ordinance; and,
6. **APPROVE** Specific Plan SP-20-01 by adopting a separate ordinance;

WHEREAS, on July 20, 2021, the City Council approved the second reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing);

WHEREAS, on July 20, 2021, the proposed project required the approval by the electorate and the effective date of Ordinance 2021-12 stated that the “Ordinance shall become effective following approval of the Project by the electorate at the regular municipal election or at a special election funded by the applicant”;

WHEREAS, on November 8, 2022, “Measure K” was passed by the Costa Mesa voters, amending Article 22, of the Costa Mesa Zoning Code, modifying regulations to allow for the development of housing in specific commercial and industrial areas while keeping residential neighborhoods intact and revitalizing commercial corridors without a vote by the electorate;

WHEREAS, the subject project is located at 1683 Sunflower Avenue which is located within the Measure K boundaries and no longer requires approval by the electorate;

WHEREAS, the applicant and property owner, Costa Mesa Sunflower, LLC, by their authorized agent Brent Stoll with Rose Equities, requested to amend the Ordinances to be consistent with Costa Mesa Zoning Code, Article 22, eliminating the electoral vote requirement;

WHEREAS, on May 13, 2024, at a duly noticed public hearing, the Planning Commission, after taking public testimony, recommended that the City Council approve the requested amendment;

WHEREAS, a duly noticed public hearing was held by the City Council on June 4, 2024, with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on June 4, 2024, the City Council approved the first reading by a 6-0-1 vote (Councilmember Harper absent) gave first reading to the Ordinance;

WHEREAS, on June 18, 2024, the City Council voted X-X to adopt Ordinance 2024-06;

WHEREAS, the previously approved general plan amendment re-designated the land use from Industrial Park to High Density Residential in order to allow residential use with a site-specific density and building height. To ensure consistency between the General Plan Land Use Map and the Zoning Map, the property is rezoned from Industrial Park (MP) to Planned Development Residential – High Density (PDR-HD);

WHEREAS, PDR-HD districts are intended for multi-family residential developments and complementary non-residential uses within a planned development. As such, the proposed zoning district would allow a mix of residential and non-residential uses;

WHEREAS, the project includes a specific plan adopted with a separate ordinance to allow site-specific development standards (density, building setbacks, open space, land use matrix, parking). The Specific Plan would act as the project's zoning regulations. Future development on-site and off-site improvements would be required to comply with the Specific Plan development standards and design guidelines – thus, the rezone would be consistent with the Zoning Code, General Plan, and Specific Plan;

WHEREAS, rezone is a legislative action subject to the discretionary approval of the final decision body, City Council. The One Metro West Specific Plan establishes the development's land use plan, development standards, regulations, design guidelines, infrastructure systems, and implementation strategies on which subsequent, project-related development activities would be founded. Upon adoption of the Specific Plan, subsequent project-specific architectural plans, detailed site plans, grading and building permits, and any other actions requiring either ministerial or discretionary approvals would be required to demonstrate consistency with the Specific Plan;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Project Environmental Impact Report (EIR) was prepared by the City in accordance with the California Environmental Quality Act (CEQA) and certified by the City Council on May 4, 2021 by Resolution No. 2021-54;

WHEREAS, pursuant to CEQA Guidelines Section 15162 the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro project (State Clearing House No. 2019050014), including a

mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required; and

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

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Rezone. The City of Costa Mesa Official Zoning Map is hereby amended as follows:

1. The proposed rezone to Planned Development Residential-High Density (PDR-HD) with a site-specific density of 80 dwelling units per acre and maximum 1,057 units consistent with the General Plan as amended by General Plan Amendment 20-02 and adopted by Resolution No. 2021-55.
2. There is hereby placed and included in the Planned Development Residential-High Density (PDR-HD) zoning district a 15.23-acre parcel, situated in the City of Costa Mesa, County of Orange, State of California.
3. Pursuant to the provisions of Section 13-22 of the Costa Mesa Municipal Code, the Official Zoning Map of the City of Costa Mesa is hereby amended by the change of zone described in Subsections Number 1 and Number 2 above. A copy of the Official Zoning Map and Zoning Code is on file in the office of the Planning Division.

Section 2: Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

Section 3: Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

Section 4: Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 5: Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this _____ day of _____ 2024.

John Stephens
Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow
City Attorney

EXHIBIT A

REZONE R-20-01

Amendment to the Zoning Map

Change the zoning district designation of the 15.23-acre site at 1683 Sunflower Avenue from Industrial Park (MP) to Planned Development Residential - High Density (PDR-HD)

Proposed Zoning Code: Planned Development Residential- High Density

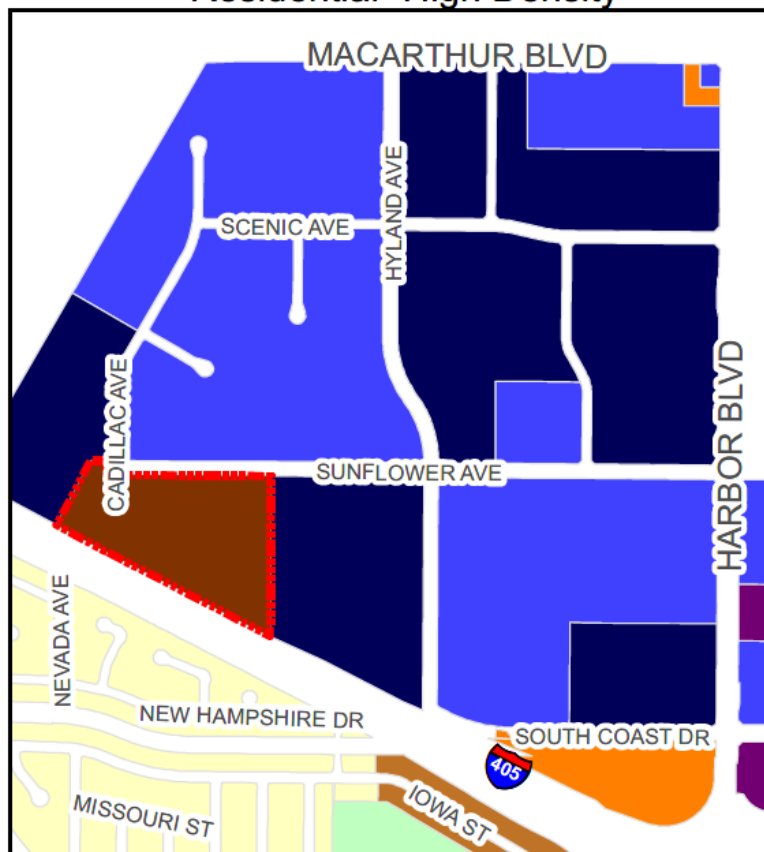


EXHIBIT B

Amendment to Table 13-58

Update Table 13-58 to note the site-specific density for the One Metro West project (text changes shown in bold font below)

<i>DEVELOPMENT STANDARD</i>	<i>PDR-LD</i>	<i>PDR-MD</i>	<i>PDR-HD</i>	<i>PDR- NCM</i>	<i>PDC</i>	<i>PDI</i>
Maximum Density per section 13-59 MAXIMUM DENSITY CRITERIA. (dwelling units per acre)	8	12	20 Note: See North Costa Mesa Specific Plan for exceptions. Note: The maximum density for 125 East Baker Street is 58 dwelling units per acre (C0-13-02). Note: The maximum density for 2277 Harbor Boulevard is 54 dwelling units per acre (C0-14-02). Note: The maximum density for 1683 Sunflower Avenue is 80 dwelling units per acre (R-20-01) and maximum 1,057 units	35	20 Note: The maximum density for 1901 Newport Boulevard is 40 dwelling units per acre. See North Costa Mesa Specific Plan for exceptions. Note: No residential development is permitted within the 23.4-acre project site generally addressed as 1375 Sunflower Ave. and 3370 Harbor Blvd.	

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING SPECIFIC PLAN 20-01 APPLYING ZONING STANDARDS TO A 15.23-ACRE PROPERTY REZONED TO PLANNED DEVELOPMENT RESIDENTIAL-HIGH DENSITY (PDR-HD) WITH A SITE-SPECIFIC DENSITY OF 80 DWELLING UNITS PER ACRE FOR THE PROPERTY LOCATED AT 1683 SUNFLOWER AVENUE

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, an application was filed by Brent Stoll of Rose Equities, representing the property owners, Costa Mesa Sunflower, LLC, requesting approval of certain land use entitlements;

WHEREAS, duly noticed public hearings were held by the Planning Commission on April 13, 2020 and May 11, 2020 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, at their regular meeting on May 11, 2020 meeting, the Planning Commission recommended that City Council approve the project by a 6-1 vote (Commissioner Zich voting No);

WHEREAS, a duly noticed public hearing was held by the City Council on June 15, 2021 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on June 15, 2021, the City Council approved the first reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing);

WHEREAS, on July 20, 2021, the City Council approved the second reading by a 5-1 vote (Councilmember Harper voting no and Councilmember Harlan recusing); and

WHEREAS, the City Council took or will take the following actions by separate resolution;

1. **CERTIFY** the Final Environmental Impact Report (SCH No. 2019050014) including the Mitigation Monitoring and Reporting Program;
2. **APPROVE** General Plan Amendment GP-20-01 to change the land use designation of the project site from Industrial Park (IP) to High Density Residential (HDR) with a site-specific density of 80 du/acre with maximum 1,057 units;

3. **APPROVE** Master Plan PA-19-19 for a mixed-use development with 1,057 residential units, 6,000 square feet of commercial space and 25,000 square feet of office development;
4. **APPROVE** Tentative Tract Map No. 19105 (T-19-01) for future subdivision of the subject property including establishing the right to a future airspace subdivision for condominium purposes;
5. **APPROVE** Development Agreement DA-20-02 by introduction of a separate ordinance;
6. **APPROVE** Rezone R-20-01 by introduction of a separate ordinance; and
7. **APPROVE** Specific Plan 20-01 by introduction of a separate ordinance.

WHEREAS, on July 20, 2021, the proposed project required the approval by the electorate and the effective date of Ordinance 2021-12 stated that the “Ordinance shall become effective following approval of the Project by the electorate at the regular municipal election or at a special election funded by the applicant.”

WHEREAS, on November 8, 2022, “Measure K” was passed by the Costa Mesa voters, amending Article 22, of the Costa Mesa Zoning Code, modifying regulations to allow for the development of housing in specific commercial and industrial areas while keeping residential neighborhoods intact and revitalizing commercial corridors without a vote by the electorate.

WHEREAS, the subject project is located at 1683 Sunflower Avenue which is located within the Measure K boundaries and no longer requires approval by the electorate.

WHEREAS, the then-applicant and property owner, International Asset Management Holding Group, LLC, predecessor in interest to Costa Mesa Sunflower, LLC, by their authorized agent Brent Stoll with Rose Equities, requested to amend the Ordinances to be consistent with Costa Mesa Zoning Code, Article 22, eliminating the electoral vote requirement;

WHEREAS, on May 13, 2024, at a duly noticed public hearing, the Planning Commission, after taking public testimony, recommended that the City Council approve the requested amendment;

WHEREAS, a duly noticed public hearing was held by the City Council on June 4, 2024, with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on June 4, 2024, the City Council approved the first reading by a 6-0-1 vote (Councilmember Harper absent) gave first reading to the Ordinance;

WHEREAS, on June 18, 2024, the City Council voted X-X to adopt Ordinance 2024-07;

WHEREAS, the previously approved general plan amendment re-designated the land use from Industrial Park to High Density Residential in order to allow residential use with a site-specific density and building height. To ensure consistency between the General Plan Land Use Map and the Zoning Map, the property is rezoned from Industrial Park (MP) to Planned Development Residential – High Density (PDR-HD);

WHEREAS, PDR-HD districts are intended for multi-family residential developments and complementary non-residential uses within a planned development. As such, the proposed zoning district would allow a mix of residential and non-residential uses;

WHEREAS, the project includes a specific plan to allow site-specific development standards (e.g., density, building setbacks, open space, land use matrix, parking);

WHEREAS, the Specific Plan would act as the project's zoning regulations. Future development on-site and off-site improvements would be required to comply with the Specific Plan development standards and design guidelines – thus, the rezone would be consistent with the Zoning Code, General Plan, and Specific Plan;

WHEREAS, adoption of a Specific Plan is considered a legislative action subject to the discretionary approval of the City Council;

WHEREAS, the One Metro West Specific Plan establishes the development's land use plan, development standards, zoning regulations and permitted uses, design guidelines, infrastructure systems, and implementation strategies on which subsequent, project-related development activities would be founded. Upon adoption of the Specific Plan, subsequent project-specific architectural plans, detailed site plans, grading and building permits, and any other actions requiring either ministerial or discretionary approvals would be required to demonstrate consistency with the Specific Plan;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Project Environmental Impact Report (EIR) was prepared by the City in accordance with the

California Environmental Quality Act (CEQA) and certified by the City Council on May 4, 2021, by Resolution No. 2021-54;

WHEREAS, pursuant to CEQA Guidelines Section 15162 the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required; and

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

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Specific Plan. The City of Costa Mesa by an ordinance adopts Specific Plan 20-01 for the project area that would be applied as the Zoning document for the area. The One Metro West Specific Plan establishes the development's land use plan, development standards, zoning regulations and permitted uses, design guidelines, infrastructure systems, and implementation strategies on which subsequent, project-related development activities would be founded.

Section 2: Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

Section 3: Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

Section 4: Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 5: Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this _____ day of _____ 2024.

John Stephens
Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow
City Attorney



Agenda Report

ATTACHMENT 4

Item #: 24-230

Meeting Date: 06/04/2024

TITLE: FIRST READING OF ORDINANCES APPROVING DEVELOPMENT AGREEMENT (DA-20-02), REZONE (R-20-01), AND SPECIFIC PLAN (SP-20-01), AND ADOPTION OF RESOLUTION AMENDING CERTAIN CONDITIONS OF APPROVAL FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG CONTRACT PLANNER, 714-754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the proposed amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.
2. Introduce for first reading, by title only, Ordinance No. 2024-XX approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to five years and clarifying the Agreement's effective date.
3. Introduce for first reading, by title only, Ordinance No. 2024-XX approving Rezone 20-01.
4. Introduce for first reading, by title only, Ordinance No. 2024-XX approving Specific Plan 20-01.
5. Adopt Resolution 2024-XX amending certain conditions of approval of Resolution 2021-55 regarding the artwork on Building A along the I-405 Freeway.

BACKGROUND:

The subject property, known as One Metro West, is 15.23 acres in size and is located at 1683 Sunflower Avenue. The site is bounded by Sunflower Avenue to the north, the South Coast Collection (SOCO) retail center to the east, the Interstate 405 Freeway (I-405 Freeway) to the south, and industrial and logistics uses to the west (zoned Planned Development Industrial). The project site is currently occupied by office, warehouse, and manufacturing uses within an approximately 345,000-square-foot, one-story industrial building.

Exhibit 1 – One Metro West Project Vicinity Map

On July 20, 2021, the City Council approved the “One Metro West” mixed-use development which includes 1,057 apartment units, 6,000 square feet of ground floor retail space, a 25,000 square-foot office building, 1.5-acres of publicly accessible open space, and various offsite improvements along Sunflower Avenue (e.g., new bicycle lanes and landscaped medians).

When the Council approved the final project entitlements, the project was conditioned on complying with Article 22, Chapter IX of the Zoning Code. Article 22, “An Ordinance to give the People of Costa Mesa Control of Their Future,” was added to the Zoning Code by “Measure Y,” which was approved by the voters in 2016. Article 22 requires a vote of the Costa Mesa electorate to approve major changes in allowable land use, as defined. A stated intent of Measure Y is to allow maximum public participation in major land use and zoning changes proposed in Costa Mesa.

The specific project components that previously required a vote of the electorate included the request for a General Plan Amendment (GPA), rezone, specific plan, and because more than 40 residential units were proposed (Costa Mesa Municipal Code Section 13-200.102.) In addition, the project was not subject to any of the listed exceptions to Article 22 at the time of City Council approval in 2021 (CMMC Section 13-200.106). Pursuant to Article 22, the development was conditionally approved by the City Council such that the project entitlements would not become effective until approved by the voters.

In 2022, following City Council approval of the project entitlements, Measure K was passed by the voters. Measure K amended Article 22 to allow for the development of housing in specific commercial and

industrial areas while keeping residential neighborhoods intact and revitalizing commercial corridors. Similar to the surrounding properties located north of the 405 freeway, the One Metro West project is located within a mapped area that is exempted from Article 22's voter approval requirement (CMMC Section 13-200.106 G). However, the ordinances implementing the project were conditioned to not be effective until approval by a vote of the electorate. Therefore, since a vote of the electorate has not occurred, the ordinances implementing the One Metro West development must be adopted as revised to be effective.

The approved project components and entitlements include:

- **Final Environmental Impact Report** (State Clearinghouse No. 2019050014);
- **General Plan Amendment (GP-20-01)**: Amending the Land Use Element to change the General Plan land use designation of the property from Industrial Park (IP) to High Density Residential (HDR) to allow residential uses and establish a site-specific maximum density of 80 dwelling units (du) per acre and site-specific maximum building height of 98 feet;
- **Rezone (R-20-01)**: When in effect, changing the zone of the project site from Industrial Park (MP) to Planned Development Residential – High Density (PDR-HD) to allow for a mixed-use development with residential and complementary commercial uses;
- **Specific Plan (SP-20-01)**: When in effect, establishing site-specific zoning regulations such as development standards and design guidelines;
- **Master Plan (PA-19-19)**: When in effect, the project site plans and architectural details including floor plans, building elevations, landscaping and renderings/streetscape views;
- **Tentative Tract Map No. 19015 (T-19-01)**: When in effect, subdividing the site into five parcels including establishing the right to a future airspace subdivision for condominium purposes as well as dedication of an easement to the City for public access and use of the 1.5-acre open space area; and
- **Development Agreement (DA-20-02)**: When in effect, agreement between the applicant and the City pursuant to California Government Code Sections 65864, et seq. that guarantees project approvals for a period of 25 years from its effective date, in exchange for public benefits including, but not limited to, 106 affordable housing units that will remain affordable for no less than 40 years. The required project affordable housing units include 67 very-low income units and 39 low-income units.

Requested Amendments

On December 4, 2023, the applicant's representative, Brent Stoll of Rose Equities, submitted a letter requesting several modifications. The proposed amendments do not modify the development plans. Specifically, the applicant is requesting to amend the following:

- Development Agreement: Amend the timing of payment of impact fees and community benefits funding;
- Ordinance Modifications: Modify the Ordinances to be consistent with Article 22 by reflecting the project effective date as the date of the City Council's adoption of the attached Ordinances; and

- **Project Condition of Modifications:** Amend certain project conditions specific to the required timing of the artwork design submittal to the City and the final approval body for the proposed artwork (Conditions 9 and 66 of Resolution 2021-55).

Refer to the applicant's letter in Attachment 5 for a detailed description of the applicant's requests.

Public Comments

Three comment letters were received prior to the Planning Commission meeting. The letters expressed concerns about the effective date of the applications, the timing of the project, traffic congestion, density, height, noise, light, air quality, and costs to the City. At the Planning Commission meeting, four individuals spoke in opposition of the project. In addition to the previously noted concerns, speakers commented on the terms of the development agreement.

Planning Commission Recommendation

On May 13, 2024, the Planning Commission considered the request and reviewed the proposed modifications. After considering staff's presentation, the applicant's presentation and public comments, the Planning Commission deliberated and voted five to one to recommend that the City Council:

1. Introduce for first reading an ordinance amending Development Agreement DA-20-02 regarding the timing of payment for impact fees and community benefit funds, which would become effective upon adoption;
2. Introduce for first reading project Ordinances clarifying the project's effective approval date contained in Rezone 20-01 and Specific Plan 20-01; and
3. Approving modifications to City Council Resolution 2021-55 clarifying certain conditions of approval regarding the artwork on Building A along the I-405 Freeway.

Regarding the requested modifications to the conditions or approval pertaining to the art installation, the Planning Commission did not support the Arts Commission acting as the final reviewing body, and they did not support the removal of the vertical landscaping requirement. Additional information regarding the Planning Commission's recommendation is provided later in this report. Concerning the Development Agreement, the Planning Commission questioned the three percent (3%) interest rate, noting they felt it was low, but ultimately deferred to the City Council to determine the appropriate financial aspects of the project. The May 13, 2024, Planning Commission report and video are linked below:

May 13, 2024, Planning Commission Staff Report (also provided as Attachment 10)

<https://costamesa.legistar.com/View.ashx?M=F&ID=12920298&GUID=9D328997-1746-430C-9978-B2BABB3790F9>

May 13, 2024, Planning Commission Video

https://costamesa.granicus.com/player/clip/4129?view_id=14&redirect=true

ANALYSIS:***Development Agreement Amendment***

The One Metro West Development Agreement provides for a number of public benefits for the City, including but not limited to open space, a community center, affordable housing, and funding. The applicant is committed to providing these benefits; however, is requesting modifications to the timing of payment to certain required fees. Currently, the Development Agreement requires all fees (\$16,532,789) to be paid in Phase I - at the time of issuance of the first building permit.

The applicant has stated the resulting upfront costs are significant and challenging and instead proposes to pay two of the required fees (Development Impact fees and Economic Recovery and Community Enhancement) in two installments, with interest, over a five-year period (see the below Table 1 and Table 2). The Public Safety fee and Community Infrastructure fee will continue to be paid with the first building permit.

**TABLE 1 – Approved and Proposed Development Agreement Language
Requested to be Modified**

APPROVED DEVELOPMENT AGREEMENT	PROPOSED DEVELOPMENT AGREEMENT
Development Impact Fees (DIF): All DIFs paid with issuance of the first building permit: <ul style="list-style-type: none"> • Park Fee: \$5,285,000 • Open Space Fee: \$3,068,460 • Traffic Impact Fee: \$1,598,000 • Fire Fee: \$504,783 • Drainage Fee: \$76,546 Total DIF = \$10,532,789	Development Impact Fees (DIF) – REQUEST CHANGE: <u>Two Payment Installments plus 3% interest rate.</u> <u>First payment received with the issuance of the first building permit (Year 1), second and final payment received Year 5.</u> <u>Total DIF = \$11,403,652 (includes 3% interest rate)</u>
Funding for Economic Recovery and Community Enhancement: \$3 million for projects related to economic sustainability and recovery Paid prior to issuance of first building permit	Funding for Economic Recovery and Community Enhancement – REQUEST CHANGE: <u>One Payment received in Year 5 plus 3% interest rate.</u> <u>Total = \$3,477,822 (includes 3% interest rate)</u>

The City's Finance Department has reviewed the applicant's requested payment modifications and determined that the requested five-year payment plan with a three percent (3%) interest rate retains the fund's "net present value" by recovering the potential interest and/or inflation monetary reductions that may result by the requested payment delays. The result is a total payment of \$17,881,474 by the end of the five-year term. If the proposed payment plan is approved, the resulting payments are as follows:

TABLE 2 – Proposed Fee Total

FEE TYPE	TOTAL FEES DUE (Per DA)	YEAR FEE PAID		TOTAL FEES (Paid at the end of 5 years)
		YEAR 1	YEAR 5** Includes 3% Interest	
Public Safety*	\$2,000,000	\$2,000,000	-	\$2,000,000
Comm Infrastructure*	\$1,000,000	\$1,000,000	-	\$1,000,000
Economic Recovery	\$3,000,000	-	\$3,477,822	\$3,477,822
Dev Impact	\$10,532,789	\$5,065,089	\$6,338,563	\$11,403,652
TOTAL	\$16,532,789	\$8,065,089	\$9,816,385	\$17,881,474

*Fee and timing of payment are unchanged from the Original Development Agreement.

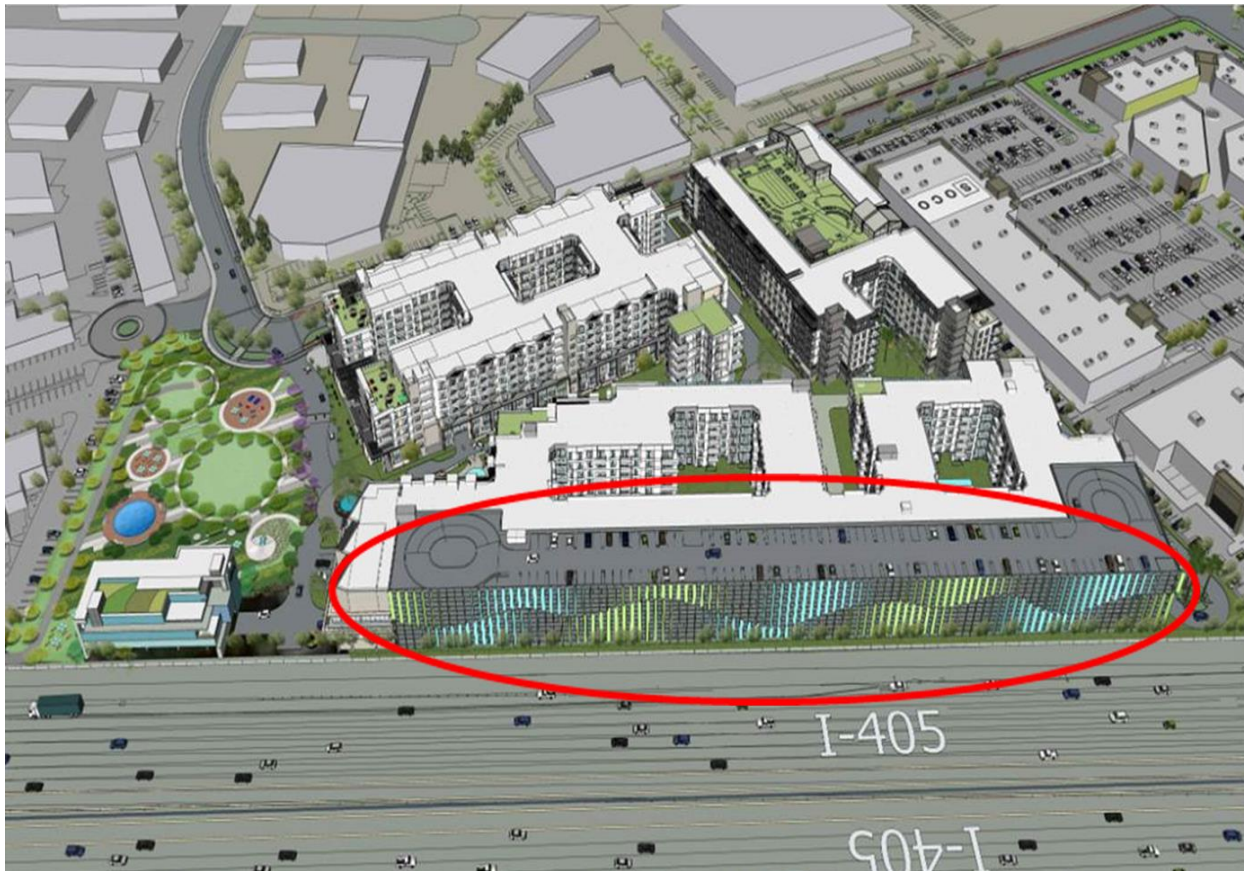
**Interest starts accruing after Year 1 so the remaining balance of the fees paid Year 5 includes the 3% interest rate.

Project Effective Date

As discussed above, the One Metro West development entitlements included three Ordinances that are not yet in effect. Ordinances Nos. 2021-11, 2021-12, and 2021-13 each contain the following language regarding the effective date: “This ordinance shall become effective following approval of the Project by the electorate at the next regular municipal election or at a special election funded by the applicant”. With the passage of Measure K, and subsequent amendments to Article 22, the applicant is now requesting that the project Ordinances be revised to indicate that the project effective date is the 31st day after Ordinance adoption.

Artwork Conditions of Approval

The One Metro West project includes the development of a parking structure located adjacent to the I-405 freeway. To enhance the façade of the parking structure as viewed from the freeway, the project includes a public art display. The design of the art installment was not known at the time of City Council review and therefore, the project entitlements, when effective, included conditions pertaining to the required review and approval of the art piece. The below Exhibit 1 from the approved project Master Plan shows an example of where a potential art installation would occur.

EXHIBIT 1 – Example Art Installation

The following are two conditions in the project Resolution conditions of approval (Resolution 2021-55) addressing the public art requirement:

- COA No. 9 – The final design of the public art display on Building A’s parking structure façade along the I-405 Freeway, which shall incorporate vertical landscaping, shall be subject to review and final approval by the Planning Commission. The Cultural Arts Committee (CAC) may first review the proposed freeway façade design and make recommendations to the Planning Commission. No public art display visible along the I-405 Freeway shall be installed without prior review by and approval from the Planning Commission.
- COA No. 66 – Prior to the issuance of the first building permit for the proposed project, the owner/developer would be required to submit a Design Plan for the Building “A” parking elevation (façade) along the I-405 Freeway for review by the Planning Division and approval by the City’s Cultural Arts Committee. All architectural treatments would exclude the use of moving, flashing, or otherwise visually distracting elements or materials that are highly reflective or generate noise. [PPP-AES-1]

As conditioned, the applicant believes that requiring the submittal of the art design prior to the issuance of the “first building permit”, along with the requirement to incorporate vertical landscaping, is “restrictive and unnecessarily constrains the creative team to a shortened timeframe when the building to which the art display will be attached won’t be ready to receive the installation until many months later”. As such, the applicant is requesting the following amendments to the conditions:

1. Remove Condition No. 9. Instead, the applicant is requesting that the “final design” be subject to the Planning Division and the Arts Commission approval, pursuant to Condition of Approval No. 66. The applicant request would also remove the requirement to install vertical landscaping; and
2. Amend Condition of Approval No. 66 to modify the art design plan submittal date to prior to certificate of occupancy for Building “A”, instead of prior to the “first building permit.”

As indicated above, the project is currently conditioned for the art display to be reviewed by the Cultural Arts Committee with final approval by the Planning Commission (COA No. 9). However, in 2022, the City Council replaced the Cultural Arts Committee with the Arts Commission. Therefore, it is appropriate to amend the project conditions to replace the Arts Committee language with Arts Commission. However, although the Planning Commission emphasized that the Arts Commission would take the lead on the actual art, they believed the final approval should remain with the Planning Commission as they would focus on the architectural components of the installation.

The Planning Commission did not recommend modifying the intent of Condition of Approval No. 66 as it's a mitigation measure and the language is taken directly from the Final EIR. Further, the Planning Commission is not in support of the applicant's request to delay the submittal of the design plan for the elevation and art to “certificate of occupancy”, as it would potentially diminish a cohesive art and elevation design, as the applicant's request would constrain a future art design to a previously constructed facade. However, the Planning Commission is supportive of clarifying the language to indicate that the design plan for the art installation could be submitted at the first structural building permit. In summary, the Planning Commission recommendation results in both conditions remaining with certain minor edits.

Lastly, following the Planning Commission meeting, the applicant submitted a letter requesting the language pertaining to the vertical landscaping be modified, rather than requesting it be eliminated (Attachment 6). If the City Council is supportive of the request, the following language could be added to Condition No. 9 “shall incorporate vertical landscaping **where appropriate as determined by the reviewing bodies...**”. This additional language would enable the Arts and Planning Commission to add vertical landscaping where they believe it is beneficial and appropriate to do so. To review the modified Conditions please review Exhibit D of the Attached Resolution.

ENVIRONMENTAL DETERMINATION:

Pursuant to Section 15162 of the State CEQA Guidelines, the project was reviewed and found to be consistent with the One Metro West Environmental Impact Report (EIR) (State Clearinghouse No. 2019050014), which was certified on May 4, 2021, by the City Council of the City of Costa Mesa (Resolution No. 2021-54). Pursuant to Section 15162 of the Guidelines, no subsequent environmental review is warranted for the project because there are no substantial changes to the project in that there are no modifications to the approved project plans, or required mitigation measures that would relate to the mitigation of a project environmental effect, and no new information of previously unknown environmental effects.

ALTERNATIVES:

The City Council has the following alternatives:

1. Give first reading. The City Council may give first reading to the draft Ordinances.
2. Give first reading with modifications. The City Council may modify the draft Ordinances and give first reading.
3. Not adopt the proposed changes. The City Council may choose to not adopt the proposed amendments.
4. Continue the Ordinances review to a date certain. The City Council may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications.

FISCAL REVIEW:

The City's Finance Department has reviewed the applicant's requested payment modifications and determined that the requested five-year payment plan with a three percent (3%) interest rate, in the amount of \$1,348,685, retains the fund's "net present value" by recovering the potential interest and/or inflation monetary reductions that may result by the requested payment delays.

The result is a total payment of \$17,881,474 at the end of the five-year term compared to the current Development Agreement of \$16,532,789, which requires all fees to be paid in Phase I - at the time of issuance of the first building permit.

LEGAL REVIEW:

The draft Ordinances and staff report have been prepared in conjunction with and reviewed by the City Attorney's Office.

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.
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. Public comments received prior to the June 4, 2024 City Council meeting, may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](#).

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal to diversify, stabilize, and increase housing to reflect the community needs in that the project contributes to helping the City meet its City's 6th Cycle RHNA allocations, including affordable housing allocation. The project includes 1,057 units within a mixed-use multi-family residential development. The project provides 10 percent of the project dwelling units (minimum of 106 units) as affordable units to low- and very-low-income households.

CONCLUSION:

The proposed amendments do not modify the development plans; rather, they modify the timing of implementing the project while ensuring the City receives the agreed-upon public benefits. The amendments to the Development Agreement from a single fee payment to a two-payment plan over five years with a 3% interest rate, is intended to assist the applicant in meeting the financial commitments to the City while ensuring the City retains the full value of the development fees. Lastly, the applicant proposed language modifications to the Ordinances would be consistent with Article 22 of the CMMC. Based on the above, staff and the Planning Commission recommend approval of the proposed amendments, as stated in this Report, and per the attached Ordinances and Resolution.

Track Changes Development Agreement 20-02

Legend: New text is shown in **underlined bold**, and the deleted text is shown in ~~strike through~~.

Note: The document covenants have been renumbered to account for added text and or sections.

DEVELOPMENT AGREEMENT NO. 20-02

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF COSTA MESA

and

~~INTERNATIONAL ASSET MANAGEMENT HOLDING GROUP, LLC~~

COSTA MESA SUNFLOWER, LLC

~~Approved July 20, 2021, by Ordinance No. 2021-11~~

Approved June 18, 2024, by Ordinance No. 2024-05

DEVELOPMENT AGREEMENT NO. 20-02

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 202_ by and between the City of Costa Mesa, California (hereinafter "CITY"), and ~~International Asset Management Holding Group,~~ **Costa Mesa Sunflower, LLC, a California Limited Liability Company** (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, This Agreement constitutes a current exercise of CITY's police powers to provide predictability to OWNER in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for OWNER's commitment to provide significant public benefits to CITY as set forth in Section 4, below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable the development of a mixed-use project with residential, commercial, creative office and open space uses and provide the CITY with additional funds that could be used for CITY facilities and will therefore implement numerous general plan and other public policies of the CITY; and

WHEREAS, the provision by OWNER of these aforementioned public benefits allows the CITY to realize significant economic, and social benefits; and

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code section 21000 et seq.); and

WHEREAS, this Agreement and the Project are consistent with the Costa Mesa General Plan, as amended, and any specific plan, as amended, applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Costa Mesa, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Costa Mesa.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 **“Construction Date” means the date the first building permit is issued.**

1.1.6 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.7 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) general plan, general plan amendments, specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits and master plans;
- (d) zoning, zoning map amendments, and zoning text amendments; and,
- (e) grading and building permits.

1.1.8 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.9 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost

of public facilities related to the development project, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.10 “Development Plan” means the plan for development of the Property as set forth in the vested entitlements listed in Exhibit “C”.

(a) “Director” means the Director of the City’s Development Services Department, including his or her designee.

1.1.11 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.12 **“Interest Charge” means the interest payment applied to deferred Development Exaction and Development Impact Fees.**

1.1.13 **“Interest Rate” means the rate of interest, three percent (3%) per year, compounded annually, used to calculate the Interest Charge.**

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.15 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.18 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.19 “Public Benefit” refers to those benefits provided to the CITY and the community by OWNER pursuant to Section 4 below.

1.1.20 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby fully vested and authorized and shall be carried out in substantial accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY’s General Plan, as amended.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits to the City.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of twenty five (25) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot or condominium that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot/condominium and such lot/condominium shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot/condominium has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot/condominium, and the fees for such lot set forth in this Agreement have been paid.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.4.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92627
(714) 754-5245
Attn: City Manager

Copy to:

Jones & Mayer
3777 N Harbor Blvd.
Fullerton, CA
(714) 446-1400
Attn: Kimberly Hall Barlow

If to OWNER:

Rose Equities, as agent for ~~International Asset Management Holding Group~~, **Costa Mesa Sunflower, LLC**
8383 Wilshire Boulevard, Suite 632
Beverly Hills, CA 90211
Attn: Brent Stoll
Telephone: (323) 782-4300

Copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92694
Attn: John A. Ramirez
Telephone: (714) 662-4610

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals in effect on the Effective Date that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals in effect on the Effective Date or, if consented to by OWNER, those subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date. In connection with any subsequently adopted Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed expeditiously.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement and do not impose increased costs on OWNER.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.6 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the City for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, City shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the

Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) an agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the City's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

4. PROJECT BENEFITS & COMMITMENTS

4.1 Public Benefits. The Project will serve to redevelop an industrial site, will provide on-site infrastructure upgrades; and will provide additional housing opportunities to residents of the City. In addition, the Project will improve the City's open space and recreational facilities by providing the following:

4.1.1 Public Open Space. The Project will include the construction, ongoing maintenance and management of a 1.5-acre passive open space area that will be made available to the general public through dedication of a perpetual public access easement to the CITY, which easement shall run with the land in perpetuity and be recorded against the Property in a form and manner approved by the CITY;

4.1.2 Community Center. The Project will also include construction, ongoing maintenance and management of a 1,500-square-foot community room located in Building B that will be made available for use to the CITY at no cost and to the general public subject to the same cost and schedule availability applicable to Project residents (subject to commercially reasonable rules regarding access, insurance requirements, security, etc.);

4.1.3 Sunflower Avenue Improvements. The Project will include off-site improvements to Sunflower Avenue that would include, but not be limited to, wider pedestrian sidewalks, street furniture, lighting, wayfinding and public art, pedestrian signal, pedestrian and bike crossings, improved bicycle lanes (beyond the Class II facilities required along the Project frontage) with identification and separation from vehicles, new landscaped street median pockets, and striped on-street parking along the south side of Sunflower Avenue;

4.1.4 Maintenance of Off-Site Improvements. The CITY will maintain pavement, curb and gutter; the OWNER is to maintain offsite landscaping, irrigation and other features;

4.1.5 Advancement of Development Impact Fees. OWNER shall pay all development impact fees identified in Section 4.3 to the CITY, **fees shall be paid in two installments with deferred fees subject to a three percent (3%) interest rate commencing on the Effective Date of this Agreement. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received no later than the earlier of either five years from the date of the first issuance building permit ("Construction Date") or final inspection approval for the project's last residential unit** prior to the issuance of the first building permit;

4.1.6 Funding for Public Safety. prior to issuance of first building permit OWNER shall pay to CITY the sum of two million dollars (\$2,000,000.00) to be used, in the City's sole and absolute discretion, to enhance the operations of the CITY's Police and Fire departments, including, but not limited

to updates to the firing range, replacement Fire apparatus, and other public safety related projects and/or expenses;

4.1.7 Funding for Community Infrastructure Improvements. Prior to issuance of first building permit OWNER shall pay to CITY the sum of one million dollars (\$1,000,000.00) to be used, in the City's sole and absolute discretion, to be used toward City-wide roadway and trail improvements (e.g. Adams Avenue improvements and Citywide bike trail improvements);

4.1.8 Economic Recovery and Community Enhancement Fund. ~~prior to issuance of first building permit~~ **No later than the earlier of either five years from the date of the first issuance of building permit "Construction Date", or final inspection approval for the project's last residential unit, the** OWNER shall pay to CITY the sum of three million dollars (\$3,000,000.00) **plus the Interest Charge, being a three percent (3%) interest rate commencing on the Effective Date of this Agreement,** to be used by the City, in its sole and absolute discretion, to assist community enhancement programs and projects related to economic sustainability and recovery, and/or to support essential governmental functions impacted during states of emergency and/or recovery therefrom, and/or other community enhancement efforts such as park and open space acquisition, rehabilitation, refurbishment or enhancement (e.g. Shalimar Community Center, Ketchum-Libolt park improvements, etc.).

4.1.9 Gisler Avenue/Garfield Avenue Bridge. OWNER agrees to support CITY's objections to and actions to remove the planned Gisler/Garfield Avenue Santa Ana River crossing from the OCTA's Master Plan of Arterial Highways ("OCMPAH").

4.2 Affordable Housing. It is the intent of CITY to consider and adopt a citywide affordable housing program to require the inclusion of affordable housing, or fees in-lieu thereof, in conjunction with all new residential development. The Project shall provide one hundred six (106) of its units at rates that are affordable to lower-income families; of the total units, sixty-seven (67) units shall be reserved for very low-income and thirty-nine (39) units for low-income tenants. The Project shall not satisfy this requirement by payment of fees in-lieu thereof. The provisions of this Section 4.2 shall continue to apply in the event of a condominium conversion.

Affordable units shall be deed restricted in a form approved by the Director and maintained in for a period of not less than forty (40) years from the date of the last certificate of occupancy of the Project at the affordability levels described in this section. Such units shall be evenly distributed throughout the Project and shall be identical to all other similarly sized units at the Project in terms of design, construction, access and OWNER provided amenities. Construction of affordable units will be proportional throughout the development of the Project, such that a proportional share of affordable units will be included in each phase of development, i.e., if the first phase of the Project is 25% of the total residential units, then approximately 25% of the total affordable units must be completed in that first phase, etc. In addition, the sizes of the affordable units shall be proportionate to the sizes of all other units within the Project, i.e., if the Project is comprised of 40% one-bedroom, 50% two-bedroom and 10% three-bedroom, then the bedroom count for the affordable units shall be similarly allocated.

If OWNER determines to record a Final Tract Map and convert the apartment units to condominium units, and notwithstanding any provision of Section 2.5.5 of this Agreement to the contrary, Owner shall either: maintain the residential rental units as rental units at the then current income and affordability levels described in this section; market for sale and thereafter sell the units based on the then current income and affordability levels described in this section; or, if applicable, relocate any and all tenants residing in affordable units under the terms imposed by applicable law and/or the citywide affordable housing program in existence at the time of relocation and sell the former rental units at the then current income and affordability levels described in this section.

4.3 Development Impact Fees. Unless specified below, the OWNER shall pay all development impact fees identified in this section, and further detailed in Exhibit D, to the CITY. Fees shall be paid in two installments, Year 1 and by the end of Year 5, with deferred fees subject to a 3% interest rate, from the Effective Date hereof. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received no later than the earlier of either five years from the date of the first issuance of building permit ("Construction Date") or final inspection approval for the project's last residential unit, whichever first occurs.

4.4 Parkland Impact Fee. Project will be subject to the park impact fee for apartment units at \$5,000.00 per unit ~~and shall be paid to the CITY prior to the issuance of the first building permit.~~ The project includes a subdivision for condominium purposes that OWNER indicates may or may not be exercised. Should the OWNER determine to record a Final Tract Map and convert the apartment units to condominium units, OWNER shall pay the difference in fees between the initial \$5,000.00 per unit park impact fee and the fee in place at the time of Map recordation for condominium units. The Tentative Tract Map shall remain valid for the term of this agreement and expire coterminous with this agreement if not exercised.

4.4.1 Traffic Impact Fee. The Project will be subject to the traffic impact fee for all additional vehicle trips generated by the Project at the rate in place at the time of approval of the Project (currently two hundred thirty-five dollars (\$235.00) per additional vehicle trip) ~~and shall be paid to the CITY prior to the issuance of the first building permit.~~ The Project will generate a total net increase of six thousand eight hundred (6,800) vehicle trips.

4.4.2 Open Space and Public Park Impact Fee (Measure Z). The Project is subject to the Open Space and Public Park Impact Fee (also known as Measure Z) at the fee established by Resolution of the City Council at the time of issuance of the first building permit up to \$1.50 per square foot. ~~The fee shall be paid to the CITY prior to the issuance of the first building permit.~~

4.4.3 Fire Protection System Development Impact Fee. The intent of the parties is that the Project shall be subject to the most current Fire Protection System Development Impact Fee. Accordingly, the Project is subject to a Fire Protection System Development Impact fee in an amount calculated to be the equivalent of the North Costa Mesa Fire Fee study; provided, however, that if a new citywide Fire Protection System Development Impact Fee study is adopted after issuance of first building permit, the Project shall then be subject to this new fee.

4.4.4 Time of Payment. ~~Except as described in Subsection 4.3, the fees required shall be paid to CITY as specified in Exhibit D.~~ All Development Impact Fees required shall be paid to CITY in accordance with the terms of the implementing ordinance(s), as detailed in Exhibit D, and according to the following schedule:

- (i) for Building A, prior to the issuance of the first building permit;
- (ii) for Building B, Building C and the Office Building, the earlier of the end of Year 5, plus the three percent (3%) Interest Charge commencing on the Effective Date of this Agreement, following the Construction Date, or approval of the project's last unit.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

5. FINANCING OF IMPROVEMENTS. If deemed appropriate by CITY, CITY and OWNER shall cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public or private improvements required as part of the Development Plan and/or payment of any Development Impact Fees. Without limiting the generality of the foregoing, for the purposes of this paragraph, included within the definition of public improvements are street improvements, sewer improvements, drainage improvements, water improvements, other utility improvements, park improvements, trail improvements, pedestrian or bicycle improvements and open space. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY may review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the Director, within thirty (30) days after written notice from the CITY. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Director, or his or her designee, may submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the Parties that neither CITY nor OWNER would have entered into this Agreement if either were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except damages.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has as determined by the Director failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and

representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Project Benefits &

Commitments set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event any such provision is determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions and pending litigation (such as lawsuits seeking to overturn the project approvals, restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Director and the City Clerk, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf

of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

Rose Equities, as authorized signatory for
~~International Asset Management Holding Group~~
Costa Mesa Sunflower, LLC

Rose Equities
By: Brent Stoll, Partner

Dated: _____

CITY

CITY OF COSTA MESA, a California municipal
corporation

John Stephens, Mayor

Dated: _____

ATTEST

Brenda Green, City Clerk

Dated: _____

APPROVED AS TO LEGAL FORM

Kimberly Hall Barlow, City Attorney

Dated: _____

EXHIBIT "A"

(Legal Description of the Property)

Parcel 1, in the City of Costa Mesa, County of Orange, State of California, as shown on map filed in Book 73, Pages 11 and 12 of Parcels Maps, in the office of the County Recorder of said County. APN: 13-031-62 and 139-651-14

EXHIBIT “B”

(Map of the Property)



EXHIBIT “C”

(Development Plan)

General Plan Amendment No. 20-01

Specific Plan No. ~~20-01~~ **2024-07**

Zone Change No. ~~20-01~~ **2024-06**

Tract Map No. 19015

Master Plan No. 19-19

EXHIBIT “D”

(Development Impact Fees)

CITY OF COSTA MESA DEVELOPMENT IMPACT FEES		
Fee Type	Fee Amount	Time of Payment
Park Impact Fee	\$5,000 per unit	Apartment Project: Prior to the issuance of the first building permit Condominium Project: Prior to Final Tract Map approval, payment for the difference in fees between the initial \$5,000.00 per unit park impact fee and the fee in place at the time of Map recordation for condominium units
Traffic Impact Fee	\$235 for additional trips	Prior to the issuance of the first building permit; The project will generate a total of 6,800 vehicle trips
Open Space and Public Park Impact Fee (Measure Z)	\$1.50 per SF per City Council Resolution 17-19	Prior to issuance of the first building permit
Fire Protection System Development Impact Fee	Equivalent to North Costa Mesa Specific Plan (\$0.28 per square foot of new development <u>and</u> \$469.35 per new residential unit) or fee in effect as a result of a new citywide fire fee study	Prior to issuance of the first building permit
Drainage Fees	Fees effective at the time of building permit issuance (currently \$5,026.00 per acre)	Prior to issuance of the first building permit issuance

<u>CITY OF COSTA MESA DEVELOPMENT IMPACT FEES</u>		
<u>Fee Type</u>	<u>Fee Amount</u>	<u>Time of Payment</u>
<u>Park Impact Fee</u>	<u>\$5,000 per unit</u>	<u>Condominium Project: Prior to Final Tract Map approval, payment for the difference in fees between the initial \$5,000.00 per unit park impact fee and the fee in place at the time of Map recordation for condominium units</u> <u>Apartment Project: shall be paid in two installments with deferred fees subject to a 3% interest rate as stated below</u>
<u>Traffic Impact Fee</u>	<u>\$235 for additional trips</u> <u>The project will generate a total of 6,800 additional vehicle trips</u>	<u>Development Fees shall be paid in two installments with deferred fees subject to a 3% interest rate from the Effective Date. The first payment shall be received with the issuance of the first building permit (Year 1), the second and final payment received by no later than the earlier of either five years from the date of the first issuance of building permit ("Construction Date") or final inspection approval for the project's last residential unit.</u>
<u>Open Space and Public Park Impact Fee (Measure Z)</u>	<u>\$1.50 per SF per City Council Resolution 17-19</u>	
<u>Fire Protection System Development Impact Fee</u>	<u>Equivalent to North Costa Mesa Specific Plan (\$0.28 per square foot of new development and \$469.35 per new residential unit) or fee in effect as a result of a new citywide fire fee study</u>	
<u>Drainage Fees</u>	<u>Fees effective at the time of building permit issuance (currently \$5,026.00 per acre)</u>	

<u>OTHER AGENCY DEVELOPMENT IMPACT FEES</u>		
<u>Newport-Mesa Unified School District</u>	<u>Fees effective at the time of building permit issuance (currently 1.84 per SF)</u>	<u>Payment of non-city fees are required prior to building permit issuance or as otherwise required by the implementing agency.</u>
<u>Costa Mesa Sanitary District</u>	<u>Plan check and permit fees effective at the time of building permit issuance</u>	
<u>Mesa Water District</u>	<u>Plan check and permit fees effective at the time of building permit issuance</u>	
<u>San Joaquin Hills Transportation Corridor Fees</u>	<u>Fees effective at the time of building permit issuance (currently \$2,664 for multi-family)</u>	



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-228

Meeting Date: 6/18/2024

TITLE:

SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS

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

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the adoption of Ordinance No. 2024-02 is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the Affordable Housing Ordinance will not have a significant impact on the environment.
2. Give second reading to and adopt Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for certain new residential development projects.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA
92626

Item #: 24-228

Meeting Date: 06/18/2024

TITLE: SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the adoption of Ordinance No. 2024-02 is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the Affordable Housing Ordinance will not have a significant impact on the environment.
2. Give second reading to and adopt Ordinance No. 2024-02, approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for certain new residential development projects.

BACKGROUND:

On January 16, 2024, the City Council considered the first reading of the Affordable Housing Ordinance. The Affordable Housing Ordinance would require certain new housing projects in the City to provide a percentage of its housing units as "affordable" units for low, and/or very low-income households. The City Council considered the ordinance as well as other issues raised by members of the public. Modifications to the ordinance were introduced and the City Council voted 4-2 (Councilmember Chavez and Mayor Pro Tem Harlan voting no; Councilmember Harper absent) to give first reading of Ordinance No. 2024-02. The January 16, 2024, City Council agenda report, meeting video, and public comments are included in the links below:

January 16, 2024, City Council Agenda Report:

<https://costamesa.legistar.com/View.ashx?M=F&ID=12583737&GUID=46F95F9D-81D5-4D12-9292-3369710C4230>

January 16, 2024, City Council Video:

https://costamesa.granicus.com/player/clip/4078?view_id=14&redirect=true

At the April 2, 2024, City Council meeting, the City Council considered the second reading of the Affordable Housing Ordinance and an in-lieu fee resolution to establish an affordable housing in-lieu fee schedule. Modifications were introduced and the City Council passed a motion for staff to make changes to the Ordinance and bring it back for second reading. In addition, the Council deferred the in-lieu fee resolution to a later date.

April 2, 2024, City Council Agenda Report (also provided as Attachment 3):

<https://costamesa.legistar.com/View.ashx?M=F&ID=12813101&GUID=0833EA65-75E4-4457-91C3-6C527B94C87C>

April 2, 2023, City Council Video:

https://costamesa.granicus.com/player/clip/4125?view_id=14&redirect=true

ANALYSIS:

On April 2, 2024, the City Council reviewed the draft Ordinance and directed the following modifications:

- At 60 units per dwelling acre, provide 10% of the units for low-income housing, or 5% for very low-income housing.
- Allocate \$2.5 million into an Affordable Housing Trust Fund, including a first-time homeownership program.
- Direct staff to bring back strategies & needs to accelerate rezoning.
- Streamline projects subject to the affordable housing ordinance.
- Increase the project threshold subject to the ordinance to 50 dwelling units.
- The Ordinance shall be effective 31 days after adoption (pursuant to State Law).
- Strike sections related to home ownership projects in the ordinance.
- Defer in-lieu fees to a future meeting.

The modifications have been incorporated and are reflected in the draft City Council Ordinance contained in Attachment 1. Attachment 2 shows the modifications to the Ordinance in “track changes” format, added text is identified by an underline and text removal is shown in ~~strike through~~.

Table 1 below provides a summary of the proposed Affordable Housing Program components and requirements included in the proposed ordinance.

Table 1 - Proposed Affordable Housing Program Components and Requirements

PROGRAM COMPONENT	PROPOSED REQUIREMENTS
Project Threshold	50 units
Number of Affordable Units/Required Income – Rental Project	<ul style="list-style-type: none"> • 60+ dwelling unit (du)/acre: 10% at low-income or 5% at very-low income • Under 60 du/acre: 6% at low-income or 4% at very-low income
Covenant Period – Rental	At least 55 years

Affordable Unit Minimum Size	No more than 15% smaller than average market rate unit
Affordable Unit Bedroom Mix	Proportional to market rate units
Affordable Unit Location	Evenly distributed/dispersed throughout the residential project
Alternatives for Compliance	<ul style="list-style-type: none"> • Land dedication • Offsite construction of affordable units • Payment of in-lieu fees
Incentives	<ul style="list-style-type: none"> • Allow residential uses in commercial/industrial corridors • Increased densities • Allow low-income rents to be charged based on 80% AMI vs. 60% AMI (required by State density bonus) • Reduced parking requirements • Concurrent processing

ENVIRONMENTAL DETERMINATION:

The proposed Ordinances are exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), General Rule in that the Affordable Housing Ordinance will not have a significant impact on the environment.

ALTERNATIVES:

The City Council has the following alternatives:

1. Give second reading and adopt the Ordinance as proposed. The City Council may give second reading to the draft Ordinance and adopt the Ordinance as proposed.
2. Continue the Ordinance second reading to a date certain. The City Council may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications.

FISCAL REVIEW:

Adoption of the proposed Ordinance is not anticipated to have any fiscal impact on the City's budget. However, if the City Council should adopt an in-lieu housing fee in the future, the City could potentially receive funding from the payment of fees that would be deposited into a Housing Trust Fund (Fund 226) to support and promote affordable housing programs in the City, including the administration of the City's Affordable Housing Program.

LEGAL REVIEW:

The draft Ordinances and staff report have been prepared in conjunction with and reviewed by the City Attorney's Office.

PUBLIC NOTICE:

Pursuant to Government Code Section 36933, a summary of the proposed Ordinance was published once in the newspaper no less than five days prior to the June 18, 2024 second reading. A summary of the adopted ordinance will also be published within 15 days after the adoption.

Public comments received prior to the June 18, 2024 City Council meeting may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/calendar/city-of-costa-mesa/)

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goal to diversify, stabilize, and increase housing to reflect the community needs in that the adoption of an Affordable Housing Ordinance would assist in achieving the City's RHNA for the very-low-, low-, and moderate-income categories, coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments.

CONCLUSION:

Addressing housing needs for all income levels has been identified as one of the main housing goals by the Costa Mesa community and City Council. The community profile described in the 2021-2029 Housing Element showed that approximately half of Costa Mesa residents are overpaying for housing costs due to the lack of housing options, especially affordable housing. Adoption of an Affordable Housing Ordinance would be a step towards addressing this issue coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments. Furthermore, the ordinance would help towards achieving the City's RHNA for the very-low-, low-, and moderate-income categories. Its adoption would also fulfill the objective of Program 2A of the Housing Element and help achieve City Council's goal to "diversify, stabilize and increase housing to reflect community needs."

ORDINANCE NO. 2024-02**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL PROJECTS**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

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

WHEREAS, the City compiled a community housing characteristics report which found that approximately 47-percent of the Costa Mesa community earns a lower income and approximately 29-percent of the community qualify for very low or extremely low-income housing. Based on housing prices, lower income households cannot afford to own or rent in Costa Mesa without experiencing overpayment;

WHEREAS, on September 27, 2021, the City Council adopted a Strategic Plan identifying five key goals to address specific community issues and needs which included to “diversify, stabilize, and increase housing to reflect community needs.” To address this goal, Council identified considering a draft affordable housing ordinance as a priority;

WHEREAS, the City’s adopted 2021-2029 Housing Element includes Program 2A which calls for the City to adopt an affordable housing ordinance;

WHEREAS, the City retained an expert consultant, Keyser Marston Associates Inc. (KMA), to prepare a Financial Evaluation in order to evaluate supportable affordable housing requirements and make policy recommendations for a potential affordable housing ordinance;

WHEREAS, the City Council held two joint study sessions with the Planning Commission on May 16, 2023 and July 11, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, a draft affordable housing ordinance has been prepared based on the direction of the City Council and Planning Commission, and considering KMA’s Financial Evaluation and feedback received during public comments and during stakeholders meetings with housing advocates and housing developers;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 13, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the Planning Commission voted 4-0 (Chair Ereth, Commissioner Rojas, and Commissioner Klepack absent) to continue the item to December 11, 2023;

WHEREAS, a public hearing was held by Planning Commission on December 11, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the Planning Commission voted 5-2 (Commissioners Zich and Andrade voting no) to recommend that the City Council give first reading to adopt an ordinance amending Title 13 of the Costa Mesa Municipal Code to establish minimum affordable housing requirements;

WHEREAS, a duly noticed public hearing was held by the City Council on January 16, 2024 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the City Council voted 4-2 (Mayor Pro Tem Harlan and Councilmember Chavez voting no and Councilmember Harper absent) to give first reading of Ordinance No. 2024-02 (Affordable Housing Ordinance);

WHEREAS, a duly noticed public hearing was held by the City Council for the second reading of Ordinance No. 2024-02 and fee resolution to establish the affordable housing in-lieu fee schedule on April 2, 2024 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the City Council made additional revisions to the ordinance for the threshold project size and affordability requirements for rental projects at 60+ dwelling units/acre and voted 7-0 to adopt the Affordable Housing Ordinance and give another first reading of the ordinance as well as continue the fee resolution to a date uncertain;

WHEREAS, a duly noticed public hearing was held by the City Council for the second reading of Ordinance No. 2024-02 on June 18, 2024 with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, the City Council voted X-X to give second reading to and adopt the Affordable Housing Ordinance.

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

SECTION 2: Code Amendment. Title 13 (Planning, Zoning and Development). Title 13, Planning, Zoning and Development of the Costa Mesa Municipal Code, as specified in Exhibit A, attached hereto and incorporated herein by this reference, is hereby amended as set forth therein.

SECTION 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule). Under Section 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This Ordinance will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the Ordinance establishes affordable housing requirements through a range of means for individual projects. There is no potential for the changes to result in significant impact on the environment. Furthermore, the Ordinance is not considered a project as defined pursuant to Public Resource Code 21065 because the Ordinance will not cause either direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this 18th day of June, 2024

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

EXHIBIT A

ARTICLE 1. RESIDENTIAL DISTRICTS

13-38.1. Affordable housing requirements for new residential developments.

For any proposed residential or mixed-use project with fifty (50) or more dwelling units, the affordable housing requirements set forth in Chapter XVII (Affordable Housing Ordinance) shall apply unless otherwise exempted.

CHAPTER XVII. AFFORDABLE HOUSING ORDINANCE

13-326. Purpose.

The purpose of this chapter is to establish an affordable housing program that facilitates the development and availability of housing affordable to a broad range of households with varying income levels within the City to meet current and future affordable housing needs.

13-327. Applicability.

This chapter shall apply to:

- (a) properties that are located in areas for which the City completed a Zone Change and/or General Plan Amendment that allows for residential development after the effective date of this chapter; and/or
- (b) properties that receive City approval of a General Plan Amendment, Zone Change or other discretionary land use or development approval including but not limited to Master Plan, Specific Plan, or subdivision after the effective date of this chapter and which allows for residential development and/or an increase in residential density as compared to the land uses and density that exists on the site at the time of the effective date of this chapter; and
- (c) provided, however, that this chapter shall not be applied in a manner that conflicts with applicable State law.

13-328. Exemptions.

The requirements of this chapter shall not apply to the following:

- (a) Residential projects with less than fifty (50) dwelling units;
- (b) Any ownership residential projects of any size;
- (c) Conversions of existing multi-family residential developments such as apartments to residential common interest developments (condominiums) for ownership housing pursuant to section 13-42;
- (d) The reconstruction of any residential structures that have been destroyed by fire, flood, earthquake or other act of nature;
- (e) Residential building additions, repairs or remodels;
- (f) Residential projects or mixed-use projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan; and
- (g) Any residential project for which the city enters into a development agreement pursuant to California Government Code Section 65964 that provides affordable housing obligations comparable to this chapter.

13-328. Fairview Developmental Center Specific Plan.

All residential projects or mixed-use development projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan shall be subject to the affordability requirements established by the provisions of the Specific Plan at the time of its adoption and are not subject to the requirements of this chapter.

13-329. Definitions.

As used in this chapter the following terms shall have the meanings set forth below. Terms not specifically defined herein shall have the meanings ascribed to them elsewhere in this code:

Affordable Housing Agreement. A legally binding recorded agreement and/or deed restriction in a form satisfactory to the director and the city attorney setting forth those provisions necessary to ensure that the requirements of the chapter are met, including but not limited to those specified in section 13-332.

Affordable Housing Plan. A plan containing all of the information specified and submitted in conformance with this chapter specifying the manner in which affordable units will be provided.

Affordable Housing Trust Fund. The fund into which all collected in-lieu fees are deposited for the purposes of furthering affordable housing goals within the City.

Affordable Rent. The maximum affordable housing cost minus any housing costs that are imposed on the tenant on a mandatory basis. The affordable housing cost is based on the percentages of AMI identified in the following table, as adjusted for household size appropriate for the unit (as defined in California Health and Safety Code Section 50052.5), times 30%:

Income Category	Percentage of AMI
Low Income	80%
Very Low Income	50%

Affordable Sales Price. The maximum price that can be charged to a moderate income household based on the calculation methodology defined in California Health and Safety Code Section 50052.5.

Affordable Unit. A dwelling unit that is required to be rented at the affordable rent or sold at the affordable sales price to very low, low- and moderate-income households.

Applicant. A person or entity that applies for approval or approvals for a residential project and/or owns the property or properties on which a residential project is proposed.

Area Median Income (AMI). The median household income of households in Orange County, adjusted for household size, as determined by the California Housing and Community Development department (HCD).

Director. The Director of Economic and Development Services or his or her designee.

Density Bonus. An increase in the number of units permitted in a proposed Residential Project provided pursuant to California State Density Bonus Law as set forth in Government Code Section 65915, et seq.

Extremely Low-Income Household. A household with a gross annual household Income that does not exceed 30% of AMI for Orange County as defined in California Health and Safety Code Section 50106.

Gross Annual Household Income. As defined in 25 Cal. Code Regs. Section 6914 including any successor section thereto.

In-lieu Fee. The fee payable as an alternative to the construction of on-site affordable units.

Low-income Households. A household with a gross annual household income between 51% and 80% of AMI for Orange County as defined in California Health and Safety Code Section 50079.5.

Market-rate Unit. A dwelling unit offered on the open market at the prevailing market-rate for purchase or rental.

Moderate-income Household. A household with a gross annual household income between 81% and 120% of AMI for Orange County as defined in California Health and Safety Code Section 50093.

Ownership Project. A residential project that is intended to be sold for homeownership.

Rental Project. A residential project that is intended to be rented to tenants.

Residential Project. A project undertaken for the purpose of development of land for residential purposes that requires the issuance of a discretionary approval or permit, including a permit for construction, and that will include fifty (50) or more dwelling units.

Very Low-income Households. A household with a gross annual household income that does not exceed 50% of AMI for Orange County, as defined in California Health and Safety Code Section 50105.

Zone Change. Any proposed change to the official zoning map. The terms rezone and zoning amendment shall also have the same meaning.

13-330. Affordable Housing Requirements.

The following requirements and standards shall apply to any for rent residential project subject to this chapter:

(a) *Project Threshold.* The affordable housing requirement is applicable to any proposed residential project with fifty (50) dwelling units or more.

(b) *Number of Affordable Units.* The minimum number of dwelling units required to be set aside as affordable units and the required affordability level(s) of the units are specified as follow:

(1) *Rental Projects.* An applicant of a rental project shall fulfill their obligation with onsite production of affordable rental units at either low or very-low income levels and the minimum required number of units shall be calculated based on the proposed project's base density.

a. For residential projects either rezoned to or located in the areas designated to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at 60 or more dwelling units per acre: at least 10% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 5% at the very-low income level.

b. For residential projects either rezoned to or located in the areas to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at under 60 dwelling units per acre: at least 6% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 4% at the very-low income level.

c. For any partial affordable unit calculated, the applicant shall pay a fractional in-lieu fee payment in accordance with the adopted in-lieu fee schedule or round up the calculation to the highest whole number.

(2) *Residential Projects with Mixed Housing Types.* If an applicant proposes a residential project that includes both ownership and rental units, the provisions of

this chapter that apply to rental projects shall apply to that portion of the development that consists of rental units.

- (3) *Parcel or Lot Merger.* An applicant shall not avoid the requirements of this chapter by submitting piecemeal planning permit applications. At the time of the application for first approval for the residential project, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its affordable housing plan. The affordable housing agreement shall be recorded against the residential project and all contiguous property under common ownership or control and shall require compliance with this chapter upon development of each contiguous property at such time as there are planning permit applications that would authorize residential units for the residential development and the contiguous property under common ownership or control.
- (c) *Covenant Period.* The affordable units shall remain affordable for not less than fifty-five (55) years or as stated in the affordable housing agreement or other agreement(s). After fifty-five (55) years the affordability covenant may be removed only if the property is redeveloped as a non-residential use.
- (d) *Timing of Construction.* The affordable units shall be constructed concurrently with or prior to the construction of market rate units. In phased developments, the affordable units shall be constructed in proportion to the number of dwelling units in each phase of the market rate project. The applicant shall provide a Construction Phasing Plan as part of their project plans for review by the director or their designee prior to the submittal of plans for a building permit.
- (e) *Unit Size.* The size of the affordable units shall be the same size as the market rate units but the final review authority may consider and approve affordable units no more than 15% smaller in square footage than the average square footage of the market rate units.

- (f) *Bedroom Mix.* The bedroom mix of the affordable units shall be proportional to the market rate units or as otherwise agreed in the affordable housing agreements or other approved agreements with the City.
- (g) *Design.* All exterior and interior improvements including floor plan design, finishes/materials, etc. for the affordable units shall be comparable, if not same, to the market rate units. The affordable units shall have same access to and enjoyment of all community amenities/facilities in the residential project. The final review authority may consider and approve alternative exterior and/or interior design improvements for the affordable units as long as it is comparably the same to the market rate units.
- (h) *Location.* Affordable Units shall be dispersed and evenly distributed throughout a residential project and not clustered in a particular area of the development or as otherwise agreed at the City's discretion in an affordable housing agreement. Affordable units within a residential project that share a common entrance or access shall not have separate entrances or access for market rate and affordable units.
- (i) *Certificate of Occupancy.* No certificate of occupancy will be issued for any corresponding market rate unit in a new residential project prior to completion of the required affordable units (including offsite) and/or payment of in-lieu fees.

13-331. Alternative Compliance Procedures.

The following are the alternative options to fulfill the requirements of this chapter if onsite production of affordable units is determined by the director or their designee to be economically infeasible.

- (a) *In-Lieu Fees.* The payment of in-lieu fees may be used to fulfill the affordable housing requirement for rental projects and any fractional number of affordable units required.
 - (1) In-lieu fees shall be paid prior to the issuance of the first building permit for the residential project unless specified and/or agreed elsewhere in recorded agreement(s) with the City. For phased developments, the applicant may pay a pro rata share of the in-lieu fee concurrently with the issuance of a building permit for each phase.

(2) In-lieu fees shall be paid according to a fee schedule adopted by the City Council. The in-lieu fee schedule shall be adjusted periodically on an annual basis or as determined by the City Council or their designee and shall be adopted by resolution.

(3) All in-lieu fees collected shall be deposited into the City's housing trust fund.

(b) *Offsite Construction.* Affordable units may be constructed offsite only upon a determination by the director or their designee that onsite production of affordable units is economically infeasible. If this alternative compliance option is chosen, then the offsite affordable units must be constructed prior to or concurrently with construction of the market rate residential project.

(1) The offsite affordable units shall comply with all applicable requirements pursuant to this chapter for onsite production of affordable units.

(2) The offsite location shall be located within the City of Costa Mesa boundaries and shall be located within a reasonable distance from the market rate residential project that is subject to the affordable housing requirement.

(3) For residential projects for which a master plan is required, the affordable units may either be provided onsite or offsite on a separate parcel within the residential project's approved master plan boundaries.

(c) *Land Dedication.* An applicant may dedicate, without cost to the City, land (single or multiple parcels) within the City of Costa Mesa boundaries that is sufficient to accommodate the number of affordable units required by the market rate project. The following requirements are applicable to any land proposed to be dedicated to the City to fulfill the affordable housing requirement:

(1) The land to be dedicated to the City shall be located in the City of Costa Mesa;

(2) The General Plan and zoning standards shall allow for residential use at a density sufficient to allow for the market rate project's required number of affordable units to be constructed;

(3) The land shall be suitable in terms of size, configuration, and physical characteristics including existing utilities, streets, and other infrastructure

- improvements necessary to allow for the market rate project's required number of affordable units to be constructed;
- (4) The value of the land shall be equivalent or comparable to the in-lieu fee payment that would be applicable to the proposed residential project;
 - (5) The applicant shall provide property related report(s) to demonstrate the suitability and value of the land to be dedicated including but not limited to title report, appraisal report, and environmental site assessment(s).

13-332. Affordable Housing Agreement and Affordable Housing Plan.

The applicant shall prepare and submit a draft affordable housing agreement and affordable housing plan as part of the proposed residential project's planning application(s). The director shall review and determine if the plan and agreement are complete and in substantial conformance with the requirements of this chapter. This section shall not apply to residential projects where the developer fulfills their obligation with payment of in-lieu fees or land dedication.

(a) *Affordable Housing Plan Requirements.* The applicant shall submit a plan detailing how the requirements of this chapter will be implemented. The plan shall include the following information but not limited to:

- (1) The location, structure, proposed tenure and size of the proposed market rate and affordable units;
- (2) The total number of affordable units to be provided and the calculations used to determine the number of required affordable units;
- (3) A floor plan and site plan depicting the location of the affordable units;
- (4) The income level targets for each affordable unit;
- (5) The mechanisms that will be used to assure that the affordable units remain affordable for the required term as specified in section 13-330(b);
- (6) A marketing plan for the process by which qualified households will be reviewed and selected to rent affordable units; and

(7) Construction phasing plan schedule with the anticipated completion and opening date and as applicable for phased residential projects.

(b) *Affordable Housing Agreement Requirements.* Upon final project approval, the developer shall execute and record an affordable housing agreement in a form approved by the City Attorney, prior to approval of any final or parcel map or issuance of any building permit, whichever occurs first, and that at a minimum specifies the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential renters of the affordable units, consistent with the approved affordable housing plan and any administrative procedures adopted pursuant to section 13-338.

(1) An affordable housing agreement will not be required for projects which will be satisfying their affordable housing requirement through payment to the City of an in-lieu fee.

(2) The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the affordable units, which fees may be updated periodically, as required.

13-333. Affordable Housing Trust Fund.

All in-lieu fees, promissory note repayments, shared appreciation payments and other funds collected under this chapter shall be deposited into a separate account to be designated as the City of Costa Mesa Affordable Housing Trust Fund. The City may elect to deposit funds from other sources into this affordable housing trust fund. The moneys and all earnings from investments of the moneys in the affordable housing trust fund shall be expended exclusively to provide or assure continued provision of affordable housing in the City through, including but not limited to, acquisition, construction, development assistance, rent subsidies, or first-time homebuyer programs, and for the associated costs of administering and monitoring these programs.

13-334. Density Bonus.

Pursuant to the California State Density Bonus Law (Government Code Section 65915, et seq.), if the applicant is proposing to provide affordable units in exchange for an

increase in density, concessions, incentives, or waivers/modifications of development standards, the affordable units required to fulfill the density bonus may also count as affordable units required in this chapter provided they also meet, or exceed, the requirements outlined in section 13-330.

13-335. Parking Requirements.

An applicant that provides affordable units pursuant to this chapter is not required to comply with the parking requirements set forth in section 13-85. A lower parking requirement may be allowed if supported by a parking study prepared by a traffic engineering firm with expertise in parking trends and demands, unless otherwise prohibited by state law. The parking study shall be reviewed and approved by the director or their designee.

13-336. Concurrent Processing.

Concurrent processing of planning application(s) and plan check application(s) may be allowed at the discretion of the director or their designee when the planning application(s) have been deemed complete. The applicant shall be required to enter into a hold harmless agreement with the City prior to any concurrent review.

13-337. Compliance Monitoring.

To ensure that affordable units constructed pursuant to this chapter are properly maintained and continue to comply with the applicable provisions of this chapter, the applicant or responsible party at the time shall submit annual compliance reports to the City for review. In addition, the City shall conduct periodic onsite audits to ensure compliance with all applicable laws, policies, and agreements. The City Council may adopt fees for the costs of monitoring and compliance review, which shall be deposited into the affordable housing trust fund for that purpose.

13-338. Administrative Procedures.

The City Manager is authorized to adopt administrative rules, regulations, policies, guidelines, standards, and/or procedures necessary to implement the provisions of this chapter including but not limited to eligibility requirements and/or preference standards that may be applied in the selection of homebuyers and tenants.

13-339. Enforcement.

- (a) Violations of this chapter may be enforced by all available remedies at law or in equity, including, but not limited to those set forth in section 1-33 of this code.
- (b) Failure of any city official, employee, or agent to fulfill and/or enforce the requirements of this chapter shall not excuse any person or property from the requirements of this chapter.

ARTICLE 1. RESIDENTIAL DISTRICTS

13-38.1. Affordable housing requirements for new residential developments.

For any proposed residential or mixed-use project with fifty (50) ~~fifteen (15)~~ or more dwelling units, the affordable housing requirements set forth in Chapter XVII (Affordable Housing Ordinance) shall apply unless otherwise exempted.

CHAPTER XVII. AFFORDABLE HOUSING ORDINANCE

13-326. Purpose.

The purpose of this chapter is to establish an affordable housing program that facilitates the development and availability of housing affordable to a broad range of households with varying income levels within the City to meet current and future affordable housing needs.

13-327. Applicability.

This chapter shall apply to:

- (a) properties that are located in areas which the City completed a Zone Change and/or General Plan Amendment that allows for residential development after the effective date of this chapter; and/or
- (b) properties that receive City approval of a General Plan Amendment, Zone Change or other discretionary land use or development approval including but not limited to Master Plan, Specific Plan, or subdivision after the effective date of this chapter and which allows for residential development and/or an increase in residential density as compared to the land uses and density that exists on the site at the time of the effective date of this chapter; and
- (c) provided, however, that this chapter shall not be applied in a manner that conflicts with applicable State law.

13-328. Exemptions.

The requirements of this chapter shall not apply to the following:

- (a) Residential projects with less than fifty (50) ~~fifteen (15)~~ dwelling units;
- (b) Any ownership residential projects of any size;
- (c) Conversions of existing multi-family residential developments such as apartments to residential common interest developments (condominiums) for ownership housing pursuant to section 13-42;
- (d) The reconstruction of any residential structures that have been destroyed by fire, flood, earthquake or other act of nature;
- (e) Residential building additions, repairs or remodels;
- (f) Residential projects or mixed-use projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan; and

- (g) Any residential project for which the city enters into a development agreement pursuant to California Government Code Section 65964 that provides affordable housing obligations comparable to this chapter.

13-328. Fairview Developmental Center Specific Plan.

All residential projects or mixed-use development projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan shall be subject to the affordability requirements established by the provisions of the Specific Plan at the time of its adoption and are not subject to the requirements of this chapter.

13-329. Definitions.

As used in this chapter the following terms shall have the meanings set forth below. Terms not specifically defined herein shall have the meanings ascribed to them elsewhere in this code:

Affordable Housing Agreement. A legally binding recorded agreement and/or deed restriction in a form satisfactory to the director and the city attorney setting forth those provisions necessary to ensure that the requirements of the chapter are met, including but not limited to those specified in section 13-332.

Affordable Housing Plan. A plan containing all of the information specified and submitted in conformance with this chapter specifying the manner in which affordable units will be provided.

Affordable Housing Trust Fund. The fund into which all collected in-lieu fees are deposited for the purposes of furthering affordable housing goals within the City.

Affordable Rent. The maximum affordable housing cost minus any housing costs that are imposed on the tenant on a mandatory basis. The affordable housing cost is based on the percentages of AMI identified in the following table, as adjusted for household size appropriate for the unit (as defined in California Health and Safety Code Section 50052.5), times 30%:

Income Category	Percentage of AMI
Low Income	80%
Very Low Income	50%

Affordable Sales Price. The maximum price that can be charged to a moderate income household based on the calculation methodology defined in California Health and Safety Code Section 50052.5.

Affordable Unit. A dwelling unit that is required to be rented at the affordable rent or sold at the affordable sales price to very low, low- and moderate-income households.

Applicant. A person or entity that applies for approval or approvals for a residential project and/or owns the property or properties on which a residential project is proposed.

Area Median Income (AMI). The median household income of households in Orange County, adjusted for household size, as determined by the California Housing and Community Development department (HCD).

Director. The Director of Economic and Development Services or his or her designee.

Density Bonus. An increase in the number of units permitted in a proposed Residential Project provided pursuant to California State Density Bonus Law as set forth in Government Code Section 65915, et seq.

Extremely Low-Income Household. A household with a gross annual household Income that does not exceed 30% of AMI for Orange County as defined in California Health and Safety Code Section 50106.

Gross Annual Household Income. As defined in 25 Cal Code Regs. Section 6914 including any successor section thereto.

In-lieu Fee. The fee payable as an alternative to the construction of on-site affordable units.

Low-income Households. A household with a gross annual household income between 51% and 80% of AMI for Orange County as defined in California Health and Safety Code Section 50079.5.

Market-rate Unit. A dwelling unit offered on the open market at the prevailing market-rate for purchase or rental.

Moderate-income Household. A household with a gross annual household income between 81% and 120% of AMI for Orange County as defined in California Health and Safety Code Section 50093.

Ownership Project. A residential project that is intended to be sold for homeownership.

Rental Project. A residential project that is intended to be rented to tenants.

Residential Project. A project undertaken for the purpose of development of land for residential purposes that requires the issuance of a discretionary approval or permit, including a permit for construction, and that will include fifty (50) ~~fifteen (15)~~ or more dwelling units.

Very Low-income Households. A household with a gross annual household income that does not exceed 50% of AMI for Orange County, as defined in California Health and Safety Code Section 50105.

Zone Change. Any proposed change to the official zoning map. The terms rezone and zoning amendment shall also have the same meaning.

13-330. Affordable Housing Requirements.

The following requirements and standards shall apply to any for rent residential project subject to this chapter:

(a) *Project Threshold.* The affordable housing requirements is applicable to any proposed residential project with fifty (50) ~~fifteen (15)~~ dwelling units or more.

(b) *Number of Affordable Units.* The minimum number of dwelling units required to be set aside as affordable units and the required affordability level(s) of the units are specified as follow:

(1) *Rental Projects.* An applicant of a rental project shall fulfill their obligation with onsite production of affordable rental units at either low or very-low income levels and the minimum required number of units shall be calculated based on the proposed project's base density.

a. For residential projects either rezoned to or located in the areas designated to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at 60 or more dwelling units per acre: at least ~~11%~~ 10% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least ~~7%~~ 5% at the very-low income level.

b. For residential projects either rezoned to or located in the areas to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at under 60 dwelling units per acre: at least 6% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 4% at the very-low income level.

c. For any partial affordable unit calculated, the applicant shall pay a fractional in-lieu fee payment in accordance with the adopted in-lieu fee schedule or round up the calculation to the highest whole number.

(2) ~~*Ownership Projects.* Onsite production of affordable units is not required for ownership projects. An applicant of an ownership project may choose to fulfill their obligation with~~

~~payment of in-lieu fees, onsite production of affordable ownership or rental units, offsite production of affordable ownership or rental units, or dedication of land.~~

~~a. The applicable in-lieu fee calculation for ownership residential projects shall be based on the requirements set forth in section 13-331(a).~~

~~b. Should an applicant choose to fulfill their obligation with on-site production of affordable ownership units, the minimum set-aside requirement shall be at least 8% at the moderate-income level. All applicable requirements pursuant to this chapter for onsite production of affordable units shall also apply.~~

(3) *Residential Projects with Mixed Housing Types.* If an applicant proposes a residential project that includes both ownership and rental units, the provisions of this chapter that apply to ~~ownership~~ rental projects shall apply to that portion of the development that consists of ~~ownership~~ rental units, ~~while the provisions of this chapter that apply to rental projects shall apply to that portion of the development that consists of rental units.~~

(4) *Parcel or Lot Merger.* An applicant shall not avoid the requirements of this chapter by submitting piecemeal planning permit applications. At the time of the application for first approval for the residential project, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its affordable housing plan. The affordable housing agreement shall be recorded against the residential project and all contiguous property under common ownership or control and shall require compliance with this chapter upon development of each contiguous property at such time as there are planning permit applications that would authorize residential units for the residential development and the contiguous property under common ownership or control.

(c) *Covenant Period.* The affordable units shall remain affordable for not less than fifty-five (55) years. ~~a minimum period as specified in the subsection below~~ or as stated in the affordable housing agreement or other agreement(s).

(1) ~~For rental projects, the affordable units must remain affordable for not less than fifty-five (55) years.~~ After fifty-five (55) years the affordability covenant may be removed only if the property is redeveloped as a non-residential use.

~~(d) For ownership projects that fulfill their obligation with onsite production of affordable units, the affordable units must remain affordable for not less than forty-five (45) years.~~

(e) *Timing of Construction.* The affordable units shall be constructed concurrently with or prior to the construction of market rate units.

(1) In phased developments, the affordable units shall be constructed in proportion to the number of dwelling units in each phase of the market rate project. The applicant shall provide a Construction Phasing Plan as part of their project plans for review by the director or their designee prior to the submittal of plans for a building permit.

(f) *Unit Size.* The size of the affordable units shall be the same size as the market rate units but the final review authority may consider and approve affordable units no more than 15% smaller in square footage than the average square footage of the market rate units.

(g) *Bedroom Mix.* The bedroom mix of the affordable units shall be proportional to the market rate units or as otherwise agreed in the affordable housing agreements or other approved agreements with the City.

(h) *Design.* All exterior and interior improvements including floor plan design, finishes/materials, etc. for the affordable units shall be comparable, if not same, to the market rate units. The affordable units shall have same access to and enjoyment of all community amenities/facilities in the residential project. The final review authority may consider and approve alternative exterior and/or interior design improvements for the affordable units as long as it is comparably the same to the market rate units.

(i) *Location.* Affordable Units shall be dispersed and evenly distributed throughout a residential project and not clustered in a particular area of the development or as otherwise agreed at the City's discretion in an affordable housing agreement. Affordable units within a residential project that share a common entrance or access shall not have separate entrances or access for market rate and affordable units.

(j) *Certificate of Occupancy.* No certificate of occupancy will be issued for any corresponding market rate unit in a new residential project prior to completion of the required affordable units (including offsite) and/or payment of in-lieu fees.

13-331. Alternative Compliance Procedures.

The following are the alternative options to fulfill the requirements of this chapter if onsite production of affordable units is determined by the director or their designee to be economically infeasible.

(a) *In-Lieu Fees.* The payment of in-lieu fees may be used to fulfill the affordable housing requirement for ~~the following residential projects: Ownership projects of any size; rental projects with fewer than fifty (50) dwelling units and any fractional number of affordable units required.~~

(1) In-lieu fees shall be paid prior to the issuance of the first building permit for the residential project unless specified and/or agreed elsewhere in recorded agreement(s) with the City. For phased developments, the applicant may pay a pro rata share of the in-lieu fee concurrently with the issuance of a building permit for each phase.

(2) In-lieu fees shall be paid according to a fee schedule adopted by the City Council. The in-lieu fee schedule shall be adjusted periodically on an annual basis or as determined by the City Council or their designee and shall be adopted by resolution.

(3) All in-lieu fees collected shall be deposited into the City's housing trust fund.

(b) *Offsite Construction.* Affordable units may be constructed offsite only upon a determination by the director or their designee that onsite production of affordable units is economically infeasible. If this alternative compliance option is chosen, then the offsite affordable units must be constructed prior to or concurrently with construction of the market rate residential project.

(1) The offsite affordable units shall comply with all applicable requirements pursuant to this chapter for onsite production of affordable units.

(2) The offsite location shall be located within the City of Costa Mesa boundaries and shall be located within a reasonable distance from the market rate residential project that is subject to the affordable housing requirement.

(3) For residential projects for which a master plan is required, the affordable units may either be provided onsite or offsite on a separate parcel within the residential project's approved master plan boundaries.

~~(c) *Onsite Construction of Rental Units for Ownership Projects.* An applicant of a market rate ownership project may construct affordable rental units concurrently with the market rate ownership units. The affordable rental units may be interspersed or located on a separate~~

~~parcel within the market rate ownership project site and shall comply with all applicable requirements pursuant to this chapter for onsite production of units.~~

(d) *Land Dedication.* An applicant may dedicate, without cost to the City, land (single or multiple parcels) within the City of Costa Mesa boundaries that is sufficient to accommodate the number of affordable units required by the market rate project. The following requirements are applicable to any land proposed to be dedicated to the City to fulfill the affordable housing requirement:

- (1) The land to be dedicated to the City shall be located in the City of Costa Mesa;
- (2) The General Plan and zoning standards shall allow for residential use at a density sufficient to allow for the market rate project's required number of affordable units to be constructed;
- (3) The land shall be suitable in terms of size, configuration, and physical characteristics including existing utilities, streets, and other infrastructure improvements necessary to allow for the market rate project's required number of affordable units to be constructed;
- (4) The value of the land shall be equivalent or comparable to the in-lieu fee payment that would be applicable to the proposed residential project;
- (5) The applicant shall provide property related report(s) to demonstrate the suitability and value of the land to be dedicated including but not limited to title report, appraisal report, and environmental site assessment(s).

13-332. Affordable Housing Agreement and Affordable Housing Plan.

The applicant shall prepare and submit a draft affordable housing agreement and affordable housing plan as part of the proposed residential project's planning application(s). The director shall review and determine if the plan and agreement are complete and in substantial conformance with the requirements of this chapter. This section shall not apply to residential projects where the developer fulfills their obligation with payment of in-lieu fees or land dedication.

(a) *Affordable Housing Plan Requirements.* The applicant shall submit a plan detailing how the requirements of this chapter will be implemented. The plan shall include the following information but not limited to:

- (1) The location, structure, proposed tenure and size of the proposed market rate and affordable units;

- (2) The total number of affordable units to be provided and the calculations used to determine the number of required affordable units;
- (3) A floor plan and site plan depicting the location of the affordable units;
- (4) The income level targets for each affordable unit;
- (5) The mechanisms that will be used to assure that the affordable units remain affordable for the required term as specified in section 13-330(b);
- (6) A marketing plan for the process by which qualified households will be reviewed and selected to ~~either purchase or rent~~ affordable units; and
- (7) Construction phasing plan schedule with the anticipated completion and opening date and as applicable for phased residential projects.

(b) *Affordable Housing Agreement Requirements.* Upon final project approval, the developer shall execute and record an affordable housing agreement in a form approved by the City Attorney, prior to approval of any final or parcel map or issuance of any building permit, whichever occurs first, ~~and that at a minimum specifies the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential purchasers or renters of units, and resale control mechanisms including the financing of ongoing administrative and monitoring costs,~~ consistent with the approved affordable housing plan and any administrative procedures adopted pursuant to section 13-338.

- (1) An affordable housing agreement will not be required for projects which will be satisfying their affordable housing requirement through payment to the City of an in-lieu fee.
- (2) The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the affordable units, which fees may be updated periodically, as required.

13-333. Affordable Housing Trust Fund.

All in-lieu fees, promissory note repayments, shared appreciation payments and other funds collected under this chapter shall be deposited into a separate account to be designated as the City of Costa Mesa Affordable Housing Trust Fund. The City may elect to deposit funds from other sources into this affordable housing trust fund. The moneys and all earnings from investments of the moneys in the affordable housing trust fund shall be expended exclusively to provide or assure continued provision of affordable housing in the City through including but not limited to acquisition, construction, development assistance, rent subsidies, or first-time

homebuyer programs, and for the associated costs of administering and monitoring these programs.

13-334. Density Bonus.

Pursuant to the California State Density Bonus Law (Government Code Section 65915, et seq), if the applicant is proposing to provide affordable units in exchange for an increase in density, concessions, incentives, or waivers/modifications of development standards, the affordable units required to fulfill the density bonus may also count as affordable units required in this chapter provided they also meet, or exceed, the requirements outlined in section 13-330.

13-335. Parking Requirements.

An applicant that provides affordable units pursuant to this chapter is not required to comply with the parking requirements set forth in section 13-85. A lower parking requirement may be allowed if supported by a parking study prepared by a traffic engineering firm with expertise in parking trends and demands, unless otherwise prohibited by state law. The parking study shall be reviewed and approved by the director or their designee.

13-336. Concurrent Processing.

Concurrent processing of planning application(s) and plan check application(s) may be allowed at the discretion of the director or their designee when the planning application(s) have been deemed complete. The applicant shall be required to enter into a hold harmless agreement with the City prior to any concurrent review.

13-337. Compliance Monitoring.

To ensure that affordable units constructed pursuant to this chapter are properly maintained and continue to comply with the applicable provisions of this chapter, the applicant or responsible party at the time shall submit annual compliance reports to the City for review. In addition, the City shall conduct periodic onsite audits to ensure compliance with all applicable laws, policies, and agreements. The City Council may adopt fees for the costs of monitoring and compliance review, which shall be deposited into the affordable housing trust fund for that purpose.

13-338. Administrative Procedures.

The City Manager is authorized to adopt administrative rules, regulations, policies, guidelines, standards, and/or procedures necessary to implement the provisions of this chapter including but not limited to eligibility requirements and/or preference standards that may be applied in the selection of homebuyers and tenants.

13-339. Enforcement.

- (a) Violations of this chapter may be enforced by all available remedies at law or in equity, including, but not limited to those set forth in section 1-33 of this code.
- (b) Failure of any city official, employee, or agent to fulfill and/or enforce the requirements of this chapter shall not excuse any person or property from the requirements of this chapter.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

Item #: 24-102

Meeting Date: 4/2/2024

TITLE: SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS AND FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: NANCY HUYNH, PRINCIPAL PLANNER

CONTACT INFORMATION: NANCY HUYNH, PRINCIPAL PLANNER, (714) 754-5609

RECOMMENDATION:

Staff recommends the Council:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Give second reading to and adopt Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for new residential development projects.
3. Adopt a fee resolution establishing the affordable housing in-lieu fee schedule.

BACKGROUND:

Based on recent housing data analyzed in the adopted 2021-2029 Housing Element, it has been shown that half of renters in Costa Mesa experience housing cost burdens. Because these lower income households are "priced out", they tend to move into more crowded living conditions to reduce their housing expenses, move further away for cheaper housing at the expense of longer commute times, move out of the state, or unfortunately, enter into homelessness. An affordable, or inclusionary, housing policy is a key tool that cities throughout the United States have adopted to address housing affordability in their communities. To address this affordable housing issue, Housing Program 2A (Inclusionary Housing Ordinance) of the Housing Element was included to "analyze the market impacts and potential affordability requirements for an inclusionary housing requirement for specific projects" in the City.

2021-2029 Housing Element

While the State Department of Housing and Community Development (HCD) approved the City's adopted Housing Element, it has not been deemed in substantial compliance with State housing law until specific housing programs have been implemented. The 40 housing programs included in the Housing Element are intended to increase housing production while also addressing housing affordability for all income levels. These housing programs would remove barriers to housing developments and reform current zoning regulations that may currently encumber housing production in the City.

Implementation of Program 2A (adoption of an inclusionary housing ordinance) is required for the City to maintain compliance with State housing laws. If the City does not implement Program 2A, the State could find the City's Housing Element out of compliance and in violation of State housing laws. This could leave the City vulnerable to legal challenges from the State and potentially result in significant legal fees to defend against any litigation. In addition, the HCD has the ability to penalize the City with fines up to \$100,000 per month if the City's Housing Element is determined to be in violation of State housing law. The City could also lose local control over land use and permitting decisions including the authority to issue building permits for any type of projects or improvements. Such has been the case in the City of Beverly Hills and more locally, San Clemente. Lastly, without a certified Housing Element, the City risks continued ineligibility for receipt of State and County funding sources or loan programs that could support housing programs including gap funding assistance for 100% affordable housing projects such as Jamboree Housing's proposed Senior Center housing project.

Regional Housing Needs Assessment (RHNA)

California's RHNA is the basis for determining the State's future housing need by income category and is based on growth in population, households, and employment. For the 2021-2029 6th Housing Element, the City was allocated 11,760 housing units to accommodate the City's projected housing needs, with more than half of those housing units required to be affordable. The City's RHNA allocation is divided amongst four income categories, which are benchmarked on the County of Orange's median income for a family of four. Table 1 below identifies the four income categories by which the City's RHNA allocation is divided.

Table 1 – City of Costa Mesa RHNA by Income Category

Income Category	Percent of Median Family Income (MFI)	Costa Mesa's RHNA Allocation for the 2021-2029 Planning Period
Very Low Income	0-50% MFI	2,919 units
Low Income	51-80% MFI	1,794 units
Moderate Income	81-120% MFI	2,088 units
Above Moderate Income	>120% MFI	4,959 units
Total		11,760 units

Adoption of an Affordable Housing Ordinance (AHO) would assist in achieving the City's RHNA for the very-low-, low-, and moderate-income categories, coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments.

An "Incentive-Based" Program

The City's proposed Affordable Housing Program has been structured as an "incentive-based program".

To implement the Affordable Housing Program, the City would rezone non-residentially zoned properties located along major corridors to allow for higher density housing with reduced parking requirements and the allowance of affordable rents for low income units to be calculated based on 80% of the area median income (AMI) where 60% is required under state density bonus law. Adding residential development as an allowed use at higher densities creates land value and incentivizes housing production overall. That value is coupled with a requirement to provide a portion of the project's units as affordable housing. This program structure is in effect a local density bonus program.

The rezone and increase in density create opportunities for new homes that presently do not exist because of the lack of available properties that allow residential uses and the historically low maximum allowable density in Costa Mesa (maximum of 20 units per acre pursuant to the City's General Plan). Rezoning would create value and thus, incentivizing landowners to sell commercial and industrial properties to housing developers and incentivize housing developers to build.

DISCUSSION

City Council First Reading

On January 16, 2024, the City Council considered the Planning Commission's recommendations, discussed the draft ordinance, and made further changes to the draft including:

- Establishing a minimum threshold project size for application of the affordability requirements;
- Requiring the onsite production of affordable units for rental projects with over 50 units;
- Allowing payment of in-lieu affordable housing fees for rental projects with fewer than 50 units;
- Allowing payment of in-lieu affordable housing fees for ownership projects; and
- Allowing a residential project for which the City enters into a development agreement to provide affordable housing or other community benefits equivalent to the Affordable Housing Ordinance requirements.

The City Council voted 4-2 (Councilmember Chavez and Mayor Pro Tem Harlan voting no; Councilmember Harper absent) to give first reading of Ordinance No. 2024-02. The January 16, 2024 City Council agenda report, meeting video, and public comments are included in the links below:

- January 16, 2024 City Council Agenda Report:
<https://costamesa.legistar.com/View.ashx?M=F&ID=12583737&GUID=46F95F9D-81D5-4D12-9292-3369710C4230>
- January 16, 2024 City Council Meeting Video:
https://costamesa.granicus.com/player/clip/4078?view_id=14&redirect=true
- January 16, 2024 City Council Public Comments:
<https://costamesa.legistar.com/View.ashx?M=E3&ID=1144863&GUID=584645D0-2AD4-4EB6->

[9E72-78009403D0D6](#)

The City Council's modifications to the draft ordinance are included as Attachment 3. Their changes are shown as underlined and ~~strikethrough~~. Table 2 below provides a summary of the Affordable Housing Program components and requirements included in the City Council's first reading.

Table 2 – Proposed Affordable Housing Program Components and Requirements

Program Component	Proposed Requirements
Project Threshold	15 units
Number of Affordable Units/Required Income – Rental Project	<ul style="list-style-type: none"> 60+ dwelling unit (du)/acre: 11% at low-income or 7% at very-low income Under 60 du/acre: 6% at low-income or 4% at very-low income
Number of Affordable Units/Required Income – Ownership Project	Payment of in-lieu fee
Covenant Period – Rental	At least 55 years
Covenant Period – Ownership	45 years (if producing affordable units onsite)
Affordable Unit Minimum Size	No more than 15% smaller than average market rate unit
Affordable Unit Bedroom Mix	Proportional to market rate units
Affordable Unit Location	Evenly distributed/dispersed throughout residential project
Alternatives for Compliance	<ul style="list-style-type: none"> Land dedication Offsite construction of affordable units Payment of in-lieu fees: <ul style="list-style-type: none"> <i>Ownership</i>: All ownership projects can pay in-lieu fee <i>Rental</i>: Rental projects fewer than 50 units can pay in-lieu fee Onsite construction of rental units (ownership only)
Incentives	<ul style="list-style-type: none"> Allow residential uses in commercial/industrial corridors Increased densities Allow low-income rents to be charged based on 80% AMI vs. 60% AMI (required by State density bonus) Reduced parking requirements Concurrent processing

City Council Study Session on Proposed In-Lieu Fee Amounts

As part of their first reading discussion, the City Council directed staff to provide an in-lieu housing fee analysis for their review and consideration at the second reading of the ordinance. The proposed in-lieu fee analysis has been presented to the City Council at a study session on February 27, 2024. During the study session, staff and Keyser Marston Associates (KMA) presented the proposed fee schedule as well as an explanation of the fee calculations. The City Council also received public

comments, asked staff and KMA follow-up questions, and provided their comments on the proposed fees and overall vision for the proposed AHO.

The February 27, 2024 City Council study session agenda report, meeting video, and public comments are included in the links below:

- February 27, 2024 City Council Agenda Report:
<https://costamesa.legistar.com/View.ashx?M=F&ID=12707839&GUID=649FCC95-B510-4D3F-92E7-9C400FFFD63>
- February 27, 2024 City Council Meeting Video:
https://costamesa.granicus.com/player/clip/4093?view_id=14&redirect=true
- February 27, 2024 City Council Public Comments:
<https://costamesa.legistar.com/View.ashx?M=E3&ID=1171565&GUID=B7C4B0DD-7AD7-4ADC-B8C3-392422409AF7>

Public comments as well as the City Council’s feedback from the February 27, 2024 study session expressed the need to ensure Costa Mesa is competitive with nearby cities and can attract housing developers for the creation of housing in the community. Discussions included comparing the City’s proposed in-lieu fee amounts with the City of Santa Ana (who has seen success with their affordable housing program) and concerns that the City’s proposed fee amounts were too high. The City’s expert housing consultant, KMA, clarified that Santa Ana did not determine their in-lieu fee amounts based on a fee study or financial impact analysis; and therefore, is not equivalent to their onsite production requirements. In contrast, Costa Mesa’s proposed fee amounts are derived from the proposed AHO requirements so that the fees are equivalent to producing the affordable units onsite. While the City Council could consider lowering the in-lieu fee amounts, doing so would result in less onsite production of affordable units, and housing developers would likely choose to pay the in-lieu fees instead. KMA also recommends that the AHO requirements should, therefore, also be lowered for the fee amount to be equivalent to the onsite production of affordable units.

Fee Resolution to Establish the Affordable Housing In-Lieu Fee Amounts

Included with this Agenda Report is a fee resolution to adopt the in-lieu fee amounts (as shown in Table 3 below) with adoption of the AHO. The proposed fee amounts are based on the proposed AHO requirement set aside percentages.

Table 3 – Proposed Affordable Housing In-Lieu Fee Amounts

Recommended In-Lieu Fee Payment Schedule Per Square Foot of Total Leasable or Saleable Area in a Residential Development			
Total Units	Apartment Development		Ownership Housing Development
	Density: 60+ Units Per Acre	Density: <60 Units Per Acre	
15	\$3.73	\$1.97	\$2.53
16	\$7.46	\$3.94	\$5.06
17	\$11.19	\$5.91	\$7.59
18	\$14.91	\$7.89	\$10.11
19	\$18.64	\$9.86	\$12.64
20	\$22.37	\$11.83	\$15.17
21+	\$26.10	\$13.80	\$17.70

To provide the City Council with additional comparisons of other cities' affordable housing in-lieu fee amounts, refer to Table 4. As shown in the table, there is no standard to establish an affordable housing in-lieu fee amount or fee structure. The in-lieu fees could be based on a sliding scale (as proposed in the AHO), flat fee per square foot, incremental increase over time, or a formula based on certain variables. The City of Encinitas more recently increased their fees from \$20 per square foot to \$23.79 per square foot. Encinitas also adjusts their fee administratively based on the percentage change in the most current Engineering News Record Construction Cost Index for the Los Angeles region. The City of San Diego adopted a program that included an incremental increase to their in-lieu fee amounts each fiscal year with the current fee set at \$25 per square foot.

Table 4 – Comparison of Other Cities In-Lieu Fee Amounts

Encinitas	<ul style="list-style-type: none"> • 1 – 6 units: sliding scale¹ • 7+ units: \$23.79 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Very Low or 15% Low
Irvine	<ul style="list-style-type: none"> • Formula based and calculated per project² • Affordability Requirement: <ul style="list-style-type: none"> ○ 5% Very Low + 5% Low + 5% Moderate
Long Beach	<ul style="list-style-type: none"> • Rental: \$38 per sq. ft. • Ownership: \$29.10 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 11% Very Low – Rental ○ 10% Moderate – Ownership
Oceanside	<ul style="list-style-type: none"> • 2023 in-lieu fee set at \$15 per sq. ft. • 2024 in-lieu fee increased to \$20 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Low – Rental ○ 10% Moderate – Ownership
Santa Monica	<ul style="list-style-type: none"> • Rental: \$35.70 per sq. ft. • Ownership: \$41.70 per sq. ft.

	<ul style="list-style-type: none"> • Affordability Requirement: <ul style="list-style-type: none"> ○ 5% to 30% Very Low, Low, and Moderate
San Diego	<ul style="list-style-type: none"> • Incremental increase from July 1, 2020 through June 30, 2024³ • 2024 in-lieu fee increased to \$25 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Very Low or Low – Rental ○ 10 to 15% Moderate – Ownership
<p>¹ Sliding scale is based on a percentage of the adopted in-lieu fee amount depending on the number of units. For example, one unit project would be required to pay 14% of the in-lieu fee dollar amount.</p> <p>² Formula is based on land value, density, and percentage share of cost related to affordable units not being produced.</p> <p>³ Prior to July 1, 2020, the in-lieu fee was established at \$12.73 per sq. ft. and has increased every fiscal year (2021 - \$15.18, 2022 - \$17.64, 2023 – \$20.09)</p>	

Stakeholders Meeting on Proposed In-Lieu Fee Amounts

At the direction of the City Council, staff met with several housing developers in early March for additional feedback on the proposed in-lieu fee amounts. The housing developers included representatives from Irvine Company, City Ventures, Legacy, Sakioka Company, and Meritage Homes. These housing developers specialize in both for-sale homes within in-fill locations, and developers with experience in rental housing.

The housing developers provided their general thoughts on the City's proposed ordinance. The developers were supportive of the Planning Commission's recommendation to reduce the affordable requirement for the 60+ du/ac rental projects to 10% low or 5% very-low income. They stated that if the ordinance is adopted, housing developers will likely utilize the State's Density Bonus Law given the flexible incentives and waivers provided under the law. The State's Density Bonus would help developers achieve their project goals and return on investment. When asked about suggestions for any additional incentives that the City could provide, the developers identified expedited processing to reduce the entitlement and plan check time which would allow developers to commence construction at a faster pace and therefore reduce carrying costs. In this regard, the currently proposed AHO allows housing developers to simultaneously process construction plans while also processing their required entitlement planning applications.

The housing developers indicated that a high in-lieu fee amount would encourage the production of affordable housing units onsite. One of the for-sale housing developers with recent experience in developing for-sale units in Huntington Beach indicated that they did have success there with producing affordable units onsite within their market-rate project. However, that developer also mentioned that property owner equity is more difficult to build on the for-sale affordable units, as compared to market rate ownership. As such, they would prefer to pay an in-lieu fee. Developers stated that an in-lieu fee amount between \$10 and \$15 per leasable/saleable square feet would be the "breaking point" for a land development deal. However, it was acknowledged that it is difficult to determine an appropriate in-lieu fee amount because each housing project would have different variables (e.g., land costs, permitting review time, site preparation, and construction costs, etc.). In addition, changes in interest rates can significantly impact a developer's proforma. The developers also commented on the proposed "sliding scale fee" approach. While they understood that the sliding scale is intended to protect smaller projects with less units to "spread the cost", they felt that it may be punitive towards higher density housing projects that are building more units in the City. A flat fee, regardless of project

size, was preferred. The developers did appreciate the option to pay a fractional in-lieu fee in a situation where the number of required units would result in a fraction.

State Density Bonus and Local Affordable Housing Program Strategies

It is important to note that residential developers can choose by right to use California's Density Bonus Law, which is codified in Government Code §65915 et seq. (State Density Bonus) for projects that adhere to the minimum criteria defined below:

- 5% units restricted to "Very Low Income"
- 10% units restricted to "Low Income" rental units or 10% "Moderate Income" for sale units
- 100% affordable units (excluding manager's units) with a maximum of 20% moderate units
- 10% "Very Low Income" units restricted for transitional foster youth, disabled veterans, or homeless
- 20% "Low Income" units for student housing at accredited colleges.
- A senior housing development.
- An age-restricted mobile home park
- The project donates at least one acre of land to the jurisdiction for very low-income units, the land has the appropriate permits and approvals, and has access to needed public facilities
- Projects which include a childcare facility

State Density Bonus allows for increased housing density on a property above the maximum allowed under the City's General Plan Land Use Element, a statutorily defined number of concessions/incentives, and potentially reductions and/or waivers to the City's development standards. The draft affordable housing ordinance is proposed to be designed to specifically include similar and in certain situations potentially greater housing development incentives than allowed by State Density Bonus Law. For example, the proposed AHO, while State Density Bonus requires the rents to be calculated based on 60% of AMI. In addition, the City's amended parking standards are proposed to be based on demonstrated market demand. The intention of the AHO is to create sufficient incentives through the proposed zoning code amendments to incentivize affordable housing construction that serves the local households at all income levels and is also consistent with the communities housing values.

Costa Mesa Community's Input on Need for Affordable Housing

More recently with the passage of Measure K (Ordinance to Revitalize Commercial and Industrial Areas and Protect Residential Neighborhoods), the Costa Mesa community recognized the impact of high housing costs in the City that has made it challenging to attract teachers, police officers, firefighters, and other professionals. During the community survey polling for the Measure K ballot initiative, the majority of Costa Mesa residents surveyed were in favor of addressing the City's housing needs as well as supporting more affordable housing options for all income levels. The Costa Mesa community has also identified that there is a benefit to provide an opportunity for current and future generations to find affordable housing in the community they grew up in. In the same community survey polling, residents also expressed support for an inclusionary housing requirement. The survey results from the community polling included the following findings:

- 81% in favor of addressing housing needs;
- 74% in favor of providing housing at all income levels for seniors, families, and young adults;

- 83% in favor of helping ensure more affordable housing is available for middle income and working-class families; and
- 71% in favor of requiring up to 15% of new and redeveloped housing units to be affordable housing.

Since the passage of Measure K, the Planning Division has also seen an increase in inquiries and interest in developing housing projects along the corridor areas. The Planning Division has received approximately 30 inquiries and met with many of these prospective housing developers which include City Ventures, Meritage Homes, and Toll Brothers. While Measure K promotes more housing development opportunities, it does not directly address the City's housing affordability issues.

PUBLIC NOTICE:

Pursuant to Government Code Section 36933, a summary of the proposed Ordinance was published once in the newspaper no less than five days prior to the April 2, 2024 second reading. A summary of the adopted ordinance will also be published within 15 days after the adoption.

Pursuant to Government Code Section 66016, the proposed fee schedule and fee study was made available to the public 15 days prior to the April 2, 2024, City Council meeting.

Public comments received prior to the April 2, 2024 City Council meeting may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/CITY_OF_COSTA_MESA)

ALTERNATIVES:

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

Similarly, the City Council may adopt the fee resolution, modify the proposed fee schedule, or not adopt the fee resolution.

The City Council may also consider implementing the in-lieu fee schedule incrementally, similar to the City of San Diego. The City of San Diego set the in-lieu fee at a lower amount and over a five-year period, increased the fee to its eventual rate. The fee increased \$12.27 over the five-year period. The fee is then updated annually based on the annual increase in the Construction Costs Index (CCI) published by Engineering News Record for Los Angeles, or similar construction industry index selected by the City Manager if the CCI index is discontinued. See Attachment 6, Information Bulletin 532, Requirements for Inclusionary Affordable Housing, City of San Diego. The Council could consider setting the fee at a lower rate and establish a schedule for increases over any specified period of time until the preferred maximum fee amount is met. For example, the Council may evaluate a fee of \$12 in year one, with increases over a 10-year period to an eventual amount of \$22.00 per applicable square foot and include an annual update to the fee based on CCI or similar construction industry index.

FISCAL REVIEW:

Should the City Council adopt the Affordable Housing Ordinance and in-lieu housing fee resolution, the City could potentially receive funding from payment of fees that would be deposited into a Housing Trust Fund to support and promote affordable housing programs in the City, including the administration of the City's Affordable Housing Program.

LEGAL REVIEW:

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

CONCLUSION:

Addressing housing needs for all income levels has been identified as one of the main housing goals by the Costa Mesa community and City Council. The community profile described in the 2021-2029 Housing Element showed that approximately half of Costa Mesa residents are overpaying for housing costs due to the lack of housing options especially affordable housing. Adoption of an Affordable Housing Ordinance would be a step towards addressing this issue coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments. Furthermore, the ordinance would help towards achieving the City's RHNA for the very-low-, low-, and moderate-income categories. Its adoption would also fulfill the objective of Program 2A of the Housing Element and help achieve City Council's goal to "diversify, stabilize and increase housing to reflect community needs".



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-268

Meeting Date: 6/18/2024

TITLE:

APPROVAL OF AMENDMENT TO MERCY HOUSE AGREEMENT FOR CITYWIDE RENTAL ASSISTANCE PROGRAM

DEPARTMENT: 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. Approve Amendment No. 5 to the Subrecipient Agreement with Mercy House Living Centers increasing the compensation by \$500,000 for a total not-to-exceed amount of \$2,050,000 for the administration of the City's Rental Assistance Program for very low-income households.
2. Authorize a budgetary increase of \$500,000 to be funded by recently granted FEMA reimbursements.
3. Authorize the City Manager and the City Attorney to make all contract amendments as needed, and execute the contract amendment(s).

BACKGROUND:

On October 6, 2020, the City of Costa Mesa (City) executed a Subrecipient Agreement (Agreement) with Mercy House Living Centers (Mercy House) for a Not-To-Exceed (NTE) amount of \$180,321 in CDBG-Coronavirus (CDBG-CV) funds to provide direct financial assistance to very low-income Costa Mesa households at risk of homelessness due to non-payment of rent.

On June 15, 2021, the City and Mercy House executed Amendment #1 to the Agreement, increasing the compensation by \$150,000 for an updated NTE amount of \$330,321 in CDBG-CV funds and extending the term through June 30, 2022.

On June 21, 2022, the City and Mercy House executed Amendment #2 to the Agreement, increasing the compensation by \$62,312 for an updated NTE amount of \$392,633 in CDBG-CV funds and extending the term through June 30, 2023.

On November 9, 2022, the City and Mercy House executed Amendment #3 to the Agreement, increasing the compensation by \$500,000 in American Rescue Plan Act (ARPA) funds for an updated NTE amount of \$892,633 and extending the term through December 31, 2023.

On June 20, 2023, the City and Mercy House executed Amendment #4 to the Agreement, increasing the compensation by \$1,050,000 utilizing available ARPA funds for an updated not-to-exceed amount of \$1,942,633 (\$392,633 in CDBG-CV and \$1,550,000 in ARPA) and extending the term through December 31, 2024.

As of June 5, 2024, Mercy House expended all awarded funds to assist 113 very low-income Costa Mesa households with direct financial assistance to avoid eviction and retain their housing. Mercy House has continued to accept applications and has a current waiting list of 36 at-risk households. Nineteen (19) of these applications have been preliminarily reviewed and the households are requesting \$118,077 in rental assistance (\$6,215 per household). The remaining 17 applications are temporarily on hold and have not been reviewed. Assuming these requests trend similarly, Mercy House estimates the amount of assistance requested by these 17 households to be roughly \$106,000 for a total current shortfall of \$224,077. Mercy House is estimating the need for an additional \$225,000 to continue to accept new applications and provide rental assistance through the end of the calendar year.

Therefore, based on current and future estimations, staff recommends increasing Mercy House's compensation by \$500,000 for an updated NTE amount of \$2,442,633 to assist the 36 households currently requesting assistance as well as up to 36 additional households over the next six (6) months, if needed.

ANALYSIS:

Mercy House is a local 501(c)(3) organization and has over thirty (30) years of experience providing services to homeless and at-risk households. Mercy House has been a strong partner in the City's work to provide high-quality programs and services to our community, including the successful operation of the Costa Mesa Bridge Shelter, administration of a rental assistance program, and on-site service provision at the newly converted Mesa Vista Apartments (formerly Motel 6). Over the past four (4) years, Mercy House was awarded and has successfully expended nearly \$2 million in rental assistance to keep 113 at-risk households in their homes.

Below are some highlights of the Rental Assistance Program operated by Mercy House:

PURPOSE

- To provide Costa Mesa households with financial assistance to 1) maintain housing at risk of being lost or 2) secure permanent housing for those experiencing homelessness.

ELIGIBILITY

- All Costa Mesa residents earning at or below 50% of the Area Median Income (AMI) are eligible to apply. The income limit is \$55,250 per year for a one (1) person household and \$78,900 per year for a four (4) person household.

ASSISTANCE

- The Program will provide a maximum of six (6) months of rental assistance with no cap on the amount of assistance.
- The Program can provide up to six (6) months of rental arrears, which do not count toward the maximum of six (6) months of rental assistance.
- While enrolled in the Program, no household will pay more than 30% of their adjusted gross income toward rent.

STAFFING

- Mercy House staff assigned to the Program are fluent in English and Spanish.
- Mercy House staff are expected to respond to requests for assistance within 72 hours.

The drastic rise in housing costs over the past several years has made it difficult for many households to afford rent, especially when facing financial hardship due to an unexpected life event. The financial assistance provided by the City to our most vulnerable residents has made a significant impact in mitigating the number of Costa Mesa residents experiencing homelessness. Despite these efforts, requests for rental assistance have not diminished as there is still a great need in our community for direct financial assistance to offset housing costs and maintain housing affordability.

ALTERNATIVES:

The Council can elect to deny the request for additional funds, which would cease operation of the City's rental assistance program.

FISCAL REVIEW:

The rental assistance program was funded from CDBG-CV and later the City's ARPA allocation. However, both these sources of funds are fully expended or committed. Therefore, the additional requested amount of \$500,000 can be funded from newly received FEMA reimbursements of \$837,396, received just last week, for prior year expenditures incurred during the COVID-19 crisis. These funds were deposited into the FY 2023-2024 General Fund.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council:

1. Approve Amendment No. 5 to the Subrecipient Agreement with Mercy House Living Centers increasing the compensation by \$500,000 for a total not-to-exceed amount of \$2,050,000 for the administration of the City's Rental Assistance Program for very low-income households.
2. Authorize a budgetary increase of \$500,000 to be funded by recently granted FEMA reimbursements.
3. Authorize the City Manager and the City Attorney to make all contract amendments as needed, and execute the contract amendment(s).



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-226

Meeting Date: 6/18/2024

TITLE:

FIRST READING OF ORDINANCES TO AMEND CHAPTERS 2 AND 3 OF TITLE 4 (BICYCLES); AND CHAPTERS 1 THROUGH 21 OF TITLE 10 (MOTOR VEHICLE TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE AND PURSUANT TO THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), FIND THE ORDINANCE IS NOT A "PROJECT" AND FURTHER, THAT IT IS EXEMPT FROM THE PROVISIONS OF CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

DEPARTMENT: PUBLIC WORKS DEPARTMENT AND POLICE DEPARTMENT

PRESENTED BY: BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION COORDINATOR
AND BRYAN WADKINS, POLICE CAPTAIN

CONTACT INFORMATION: BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION
COORDINATOR, (714) 754-5343

RECOMMENDATION:

Staff and the Active Transportation Committee recommend the City Council:

Introduce for first reading, Ordinance Nos. 2024-xx and 2024-xx, to amend Chapters 2 and 3 of Title 4 (Bicycles) and Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic), respectively, of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.

BACKGROUND:

AB 1909, titled the Bicycle Omnibus Bill, was approved by the Governor of the State of California on September 16, 2022. This bill was designed to bring the California Vehicle Code (CVC) into congruence with current bicycle riding practices within the state, as well as to increase the safety of individuals riding bicycles. Upon approval of AB 1909, the CMMC was no longer in compliance with the CVC, prompting the need for a revision to the Municipal Code. On February 7, 2023, the City Council gave first reading to and introduced Ordinance No. 2023-02 to repeal Chapter 1 (Bicycles and Motorized Bicycle Licensing) of Title 4 (Bicycles) of the CMMC to comply with current California law. On February 21, 2023, the City Council adopted Ordinance No. 2023-02 to repeal Chapter 1 (Bicycles and Motorized Bicycle Licensing) of Title 4 (Bicycles) of the CMMC.

Subsequently, Assembly Bill 2147 (AB 2147), the Freedom to Walk Act, was signed by the Governor of the State of California on September 30, 2022, which decriminalizes jaywalking when the roadway is safe to cross. To ensure compliance with the CVC and provisions with AB 1909 and AB 2147, staff further reviewed CMMC Title 4 (Bicycles) and Title 10 (Motor Vehicle Traffic) in order to bring the

CMMC into compliance with the CVC.

SUMMARY:

The State of California passed a new law, Assembly Bill 1909 (AB 1909), the Bicycle Omnibus Bill, which made several changes to the California Vehicle Code (CVC) pertaining to the lawful operation of bicycles. Following the passage of the bill, the City Council repealed Chapter 1 (Bicycle and Motorized Bicycle Licensing) of Title 4 of the Costa Mesa Municipal Code (CMMC) on February 7, 2023.

The CMMC has several remaining bicycle-related provisions that are not in compliance with the CVC as well as some bicycle-related and transportation provisions that are no longer relevant.

Proposed amendments to Title 4 and Title 10 are recommended to bring the CMMC into compliance with the CVC and current bicycle and transportation practices within the community. Additional provisions were added to enhance bicycle safety on roadways and sidewalks based on the recent proliferation of e-bike usage.

ANALYSIS:

Following the State's approval of AB 1909 and subsequent approval of AB 2147, several provisions within the CMMC were no longer in compliance with the CVC. Furthermore, the public's compliance and the City's enforcement of many existing transportation-related provisions of Title 4 and Title 10 of the CMMC that are unique to the City have been minimal for many years as the result of technological changes and cultural shifts. Therefore, staff identified bicycle and pedestrian-related provisions of Title 4 and Title 10 that are no longer relevant or not consistent with state law and are not enforceable.

The City Attorney's Office, Police Department, and Public Works collaborated to identify which statutes were recommended for revision or removal in order to bring the CMMC into compliance with current CVC, technology and culture. Additionally, based on community and City Council input, staff incorporated code revisions to address the recent proliferation of e-bikes in order to enhance bicycle safety on roadways and sidewalks.

On March 6, 2024, Public Works and Police Department staff presented proposed revisions to Title 4 and Title 10 of the CMMC to the Active Transportation Committee at their Special meeting. Following comments received at the meeting, staff made further revisions to the proposed amendments, which were presented to the Active Transportation Committee at a Special Meeting on April 17, 2024. Further revisions were made to proposed amendments to Title 4 and Title 10 of the CMMC following the Special Meeting. The Active Transportation Committee voted to recommend proposed amendments to Title 4 and Title 10, included as Exhibit A to Attachments 1 and 2, respectively, at their regular May 1, 2024 Meeting.

The major proposed updates include:

- § 4-22: bicycle definitions were updated to include electric bicycles as defined in CVC 312.5.
- § 4-23: bikeway definitions were updated to be congruent with the Caltrans Highway Design Manual Chapter 1000.

- § 4-26: rules of the road were updated to be congruent with AB1909 and the subsequent revisions to CVC 21209, 21208, 21202, 21200, and 21204.
- § 4-26(g) is an added provision prohibiting riding a bicycle in an unsafe manner or speed on the sidewalk or roadway.
- 4-26(h): is an added provision requiring bicyclists to yield the right of way to pedestrians on the sidewalk.
- 4-26(j): is an added provision requiring bicyclists to yield the right of way when entering a roadway or sidewalk.
- § 4-32 and § 4-36: were updated to ensure proper parking of bikes in the public right of way.
- § 10-156: overtaking and passing of a person riding a bicycle was added to be congruent with AB1909 and the subsequent revision to CVC 21760.
- § 10-168: when pedestrians must use crosswalk was updated to be congruent with AB2147 and the subsequent revision to CVC 21955(a)(b).
- § 10-184(a): was updated to account for “crosswalk daylighting” and be congruent with AB413 and the subsequent revision to CVC 22500(n)(1)(A).

Based upon this collaborative review and community input received at three Active Transportation Committee meetings, the Active Transportation Committee and staff request City Council approval of the proposed amendments to the CMMC Title 4 and Title 10 (Motor Vehicle Traffic).

ALTERNATIVES:

The City Council could elect to not approve the proposed ordinances, however, the City would no longer be able to enforce compliance of several provisions as it would conflict with state law.

FISCAL REVIEW:

There is no fiscal impact to revising Chapters 2 and 3 of Title 4 (Bicycles); and Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic) of the Costa Mesa Municipal Code.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this report and proposed Ordinances, and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff and the Active Transportation Committee recommend the City Council:

Introduce for first reading, Ordinance Nos. 2024-xx and 2024-xx to amend Chapters 2 and 3 of Title 4 (Bicycles) and Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic), respectively, of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.

ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING CHAPTERS II (BICYCLE TRAFFIC) AND III (BICYCLE PARKING RACKS, SECURING OF BICYCLES) OF TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE, RELATING TO BICYCLE TRAFFIC AND PARKING

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of Costa Mesa desires to amend the provisions of the Costa Mesa Municipal Code to impose regulations related to health, safety and welfare; and

WHEREAS, the City Council of the City of Costa Mesa hereby finds that to promote and protect the public health, safety and welfare, various pedestrian, bicycle and other transportation related provisions of the Municipal Code should be revised to be consistent with the California Vehicle Code.

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that no environmental review under CEQA is required; and

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

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

Section 1. Chapters II (Bicycle Traffic) and III (Bicycle Parking Racks, Securing of Bicycles) of Title 4 (Bicycles) of the Costa Mesa Municipal Code are each hereby amended as follows:

See attached Exhibit "A".

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED AND ADOPTED this XX day of XX, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

ATTACHMENT 1

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-XX was duly introduced for first reading at a regular meeting of the City Council held on the 4th day of June 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ____ day of June 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this _____ day of June, 2024.

BRENDA GREEN, CITY CLERK

(SEAL)

Title 4 Bicycles

Chapter I (RESERVED)

Chapter II BICYCLE TRAFFIC

§ 4-22 “Bicycle” defined.

(a) A “bicycle” is a device upon which any person may ride, propelled by human power through a belt, chain or gears, and having either two or three wheels in tandem or tricycle arrangement.

(b) An “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.

(1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

(3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer.

(Ord. No. 73-20, § 2, 6-4-73)

§ 4-23 “Bicycle lane” defined.

A “bicycle lane” shall be that portion of a public street distinctively and clearly marked on the pavement, and having appropriate identifying and traffic signs, separating that portion of the public street to be traversed by bicycles from the portion to be traversed by motor vehicles. Bikeways include Class I, Class II, Class III, and Class IV as outlined in the CalTrans Highway Design Manual.

(Ord. No. 73-20, § 2, 6-4-73)

~~§ 4-24 Bicycle lanes established.~~

~~The following bicycle lanes are established on the following public streets in the City of Costa Mesa:~~

~~(a) On the north side of Arlington Drive, between the curb face and eight feet south of the curb from Fairview Road to the east property line of the Maude B. Davis School at all times.~~

~~(b) On the east side of California Street between the curb face and eight feet west of the curb from Gisler Avenue to Michigan Avenue at all times.~~

~~(c) On the south side of Hamilton Street between the curb face and eight feet north of the curb from Wallace Avenue to Meyer Place at all times.~~

- ~~(d) On the east side of Santa Ana Avenue between the curb and eight feet west of the curb face from 20th Street to 23rd Street at all times.~~
 - ~~(e) On both sides of Estancia Drive between the curb and four feet to five feet out on the street from Adams Avenue to a point 680 feet north of Joann Street at all times.~~
 - ~~(f) On the east side of Mendoza Drive between the curb and eight feet westerly from Baker Street to El Camino Drive between 2:00 p.m. and 4:00 p.m. weekdays, except holidays.~~
 - ~~(g) On the west side of Mendoza Drive between the curb and eight feet easterly from Baker Street to El Camino Drive between 7:00 a.m. and 9:00 a.m. weekdays, except holidays.~~
- ~~(Ord. No. 73-20, § 2, 6-4-73)~~

§ 4-25 Modification, deletion or addition to bicycle lanes; master plat-plan of lanes.

~~The bicycle lanes established by this chapter may be modified, deleted, or added to from time to time by resolution of the city council.~~ A master plat-plan of bicycle lanes throughout the City of Costa Mesa shall be maintained and kept current by the transportation services engineer/manager, and each modification, deletion or addition established by resolution shall be appropriately indicated on said plat-plan. Said plat-plan shall be accessible to members of the public during normal business hours of the City of Costa Mesa.

~~(Ord. No. 73-20, § 2, 6-4-73)~~

§ 4-26 Rules of the road.

- ~~(a) It is unlawful for any motor vehicle to drive in, over or upon any bicycle lane established by this chapter or established by any resolution as herein provided for, except for the purpose of ingress or egress to adjacent property and except for crossing at intersecting streets.~~

No person shall drive a motor vehicle in a bicycle lane established on a roadway pursuant to Section 21207 except as follows:

(1) To park where parking is permitted.

(2) To enter or leave the roadway.

(3) To prepare for a turn within a distance of 200 feet from the intersection.

(4) Motorized bicycles as defined by the California Vehicle Code Section 406(a) and electric bicycles as defined in § 4-22(b) are permitted in a bicycle lane, at a speed no greater than is reasonable or prudent, and in a manner that does not endanger the safety of other bicyclists or the rider.

- ~~(b) It is unlawful for any bicycle, as herein defined, to drive in, over or upon that portion of the public street outside of a bicycle lane as established by this chapter or any resolution hereinafter passed by the city council, except for the purposes of ingress and egress to the bicycle lane, and except for street crossings at intersections.~~

- ~~(c) Except as herein provided, the rules of the road established by the Vehicle Code and Article 4 of~~

~~Chapter 1, Division 11, sections 21200 through and including 21207 California Vehicle Code shall be in full force and effect on the city streets of the City of Costa Mesa, as though fully set forth in this chapter.~~

Whenever a bicycle lane has been established on a roadway pursuant to § 4-23, any person riding a bicycle upon the roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride within the bicycle lane, except that the person may move out of the lane under any of the following situations:

(1) When overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue in the bicycle lane.

(4) When approaching a place where a right turn is authorized.

(cd) Except in established bicycle lanes, it is unlawful for any person to ride a bicycle on any public street, roadway or highway anywhere except as near the right hand curb or edge of the roadway as practical or in the case of streets, roadways or highways carrying traffic in one direction only, as near as practical to the far left hand or far right hand curb or edge of said roadway, and in each instance exercising due care when passing a standing vehicle or one proceeding in the same direction. No person riding a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the event that any vehicle may be affected by the movement.

(de) Notwithstanding the provisions of section 10-134 of the Costa Mesa Municipal Code, whenever a person is riding a bicycle upon a sidewalk, such person shall yield the right of way to any pedestrian, bicyclist or vehicle exiting or entering any driveway or alley. — Any person riding a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

(1) When overtaking and passing another bicycle or vehicle proceeding in the same direction.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge, subject to the provisions of Section 21656 of the California Vehicle Code. For purposes of this section, a “substandard width lane” is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

(4) When approaching a place where a right turn is authorized.

(5) When the roadway carries traffic in one direction and has two or more marked traffic lanes, then the person may ride as near the left-hand curb or edge of that roadway as practicable.

(e) No person shall ride a bicycle in a manner or at an unreasonable speed upon a roadway or sidewalk

which endangers the safety of pedestrians, the rider, motorists or property. Bicycle riders will ride in a manner and at speeds that are reasonable and prudent having due regard for weather, visibility, traffic conditions, and the surface and width of the roadway or sidewalk. No person should ride a bicycle upon a at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the , and in no event at a speed which endangers the safety of persons, property, or the rider.

(hf) Any person riding a bicycle upon a sidewalk shall yield the right-of-way to any pedestrian, and when overtaking and passing a pedestrian, shall give an audible signal and shall pass to the left of the pedestrian only under conditions permitting such movement in safety. For the purpose of this section, Class I Multipurpose Trails shall be considered sidewalks.

(g) A person riding a bicycle upon a roadway or Class I Multipurpose Trail has all the provisions applicable to the driver of a vehicle by this division, including, but not limited to, provisions concerning driving under the influence of alcoholic beverages or drugs, and except those provisions applicable to a driver of a vehicle which by their very nature can have no application to the rider of a bicycle.

(h) All persons riding a bicycle shall yield the right of way to all pedestrians and vehicles in the following situations:

(1) When entering a roadway or sidewalk from private property; including but not limited to an alley, driveway and residential or commercial property.

(2) When entering a roadway from a sidewalk or Class I Multipurpose Trail.

(i) A person operating a bicycle upon a highway shall not ride other than upon or astride a permanent and regular seat attached thereto, unless the bicycle was designed by the manufacturer to be ridden without a seat. An operator shall not allow a person riding as a passenger, and a person shall not ride as a passenger, on a bicycle upon a highway other than upon or astride a separate seat attached thereto. If the passenger is four years of age or younger, or weighs 40 pounds or less, the seat shall have adequate provision for retaining the passenger in place and for protecting the passenger from the moving parts of the bicycle.

(Ord. No. 73-20, § 2, 6-4-73; Ord. No. 90-8, § 2, 6-4-90)

§ 4-27 Signs.

The ~~transportation~~ Transportation services ~~Services engineer~~ Manager shall design and install appropriate signs identifying bicycle lanes and regulating bicycle traffic therein. ~~He~~ They shall also install appropriate traffic regulating signs for motor vehicles on those streets having bicycle lanes. ~~The traffic regulation signs herein provided for shall be distinctively designed and colored so as not to be confusing to the operators of either of motor vehicles or riders of bicycles.~~ The signs identifying bicycle lanes and regulating traffic thereon shall be designed and colored so as to be readily understood by children of school age.

(Ord. No. 73-20, § 2, 6-4-73)

§ 4-28 Penalties.

Violations of this chapter unless otherwise punishable under sections of the California Vehicle Code shall be deemed a misdemeanor and shall be punishable as provided for in section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 73-20, § 2, 6-4-73)

Chapter III

BICYCLE PARKING RACKS, SECURING OF BICYCLES

§ 4-32 Purpose and findings.

- (a) The uncontrolled placement and tethering or securing of bicycles ~~in public rights-of-way and semi-public rights-of-way, on or to public property, presents an inconvenience and danger to the safety and welfare of persons using such rights-of-way, including pedestrians and persons entering and leaving vehicles and buildings.~~
- (b) ~~Bicycles so~~ located on public property as to cause an inconvenience or danger to persons using public rights-of-way ~~and semi-public rights-of-way, and as to cause an unsightly appearance,~~ constitute public nuisances.
- (b) (Reserved)
- (c) ~~(Reserved) These factors constitute an unreasonable interference with and obstruction of the use of the public rights-of-way and semi-public rights-of-way, are injurious to health, offensive to the senses, and constitute such an obstruction of the free use of property as to interfere in the comfortable enjoyment of life and property by the entire community.~~
- (d) The governing body recognizes, however, that many residents use bicycles as a primary means of transportation as well as for recreational purposes, or as a means to visit the city, and that adequate facilities need to be in place for the safe and secure parking and storage of these bicycles. ~~These competing interests require a reasonable accommodation which can be satisfactorily achieved through this chapter, designed to provide for the placement of bicycle parking racks and to regulate the place and manner of bicycle parking on public property and in public rights-of-way and semi-public rights-of-way in the city.~~
- (e) The provisions and prohibitions hereinafter enacted are for the purpose of securing and promoting the general welfare of persons in the city in their use of public rights-of-way ~~and semi-public rights-of-way~~ and other public property through the regulation of bicycle parking in the city so as to:
 - (1) ~~(Reserved) Provide for pedestrian and driving safety and convenience;~~
 - (2) Ensure no unreasonable interference with the flow of pedestrian or vehicular traffic including ingress to, or egress from, any place of business, or from the street to the sidewalk, use of the sidewalk, use of public parks or property;
 - (3) Provide reasonable access for the use and maintenance of public sidewalks, poles, traffic signs and signals, hydrants, mailboxes, trees, and similar appurtenances, and access to locations used for public transportation purposes;
 - (4) ~~(Reserved) Reduce visual blight on the public rights-of-way and semi-public rights-of-way, protect the aesthetics and value of surrounding properties, and protect the quiet enjoyment of public areas;~~
 - (5) Reduce exposure of the city to personal injury or property damage claims and litigation;
 - (6) Protect and safeguard bicycles from vandalism, damage or theft.

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-34 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

Bicycle parking rack means a rack for the storage, parking and securing of bicycles.

~~*Bicycle rack space* means the space sufficient for securing one bicycle to the bicycle parking rack.~~

~~*Bicycle* means and includes any device as defined in § 4-22, the California Vehicle Code section 39000, and includes a “motorized bicycle,” as defined in California Vehicle Code section 406, as amended.~~

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-36 Prohibited acts.

- (a) No person shall park, tether or secure a bicycle upon or to any ~~sidewalks, poles,~~ traffic signs or signals, hydrants, ~~transit stops, mailboxes or in any location that interferes with the flow of pedestrian or vehicular traffic, trees, fences and similar appurtenances or on or in any public rights-of-way and semi-public rights-of-way or in any other fashion on or to anything other than a bicycle parking rack installed for that purpose, except that bicycles may be parked on private property with the consent of the property owner.~~
- (b) ~~(Reserved) Anything affixed to, or on a bicycle tethered or otherwise secured to a bicycle rack shall fit in one bicycle rack space and shall not protrude into any adjacent bicycle rack space.~~
- (c) All bicycles discovered by the city to have been tethered or secured upon or to any traffic signs or signals, hydrants, transit stops, mailboxes or in any location that interferes with the flow of pedestrian or vehicular traffic~~any sidewalks, poles, traffic signs or signals, hydrants, mailboxes, trees, fences and similar appurtenances or on or in any public rights-of-way and semi-public rights-of-way or in any other fashion on or to anything other than a bicycle parking rack installed for that purpose,~~ or abandoned or otherwise left on public streets, side-walks, public property beyond a reasonable amount of time, or on private property without the consent of the owner shall be seized and impounded by the city. The owner of such bicycles may claim them from the city by paying a fine in an amount to be established by resolution of the city council, as may be amended from time to time, for each bicycle claimed, to cover the municipal retrieval costs, and, in addition thereto, shall pay one dollar (\$1.00) per day, or an amount to be established by the city by resolution from time to time, for storage of each such bicycle. The city shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter and may retain possession of such bicycle until the provisions of this chapter are complied with. Bicycles which remain impounded pursuant to this section for longer than a ninety-day period may be sold at auction or donated in accordance with laws governing the disposal of abandoned property generally.
- (d) In order to claim a bicycle from impound, the owner must present a bicycle registration card from an organization such as Project 529 or similar, or be able to identify the bicycle by make, color or any other fashion sufficient to identify the bicycle. The city shall not be responsible for any bicycle impounded or released to a person claiming to be the owner thereof.

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-38 Bicycle parking rack locations.

For the public convenience, the city ~~, together with private contributions,~~ has placed bicycle parking racks throughout the municipality, and with emphasis on areas where bicycles have historically been parked or where a bicycle rack has been requested by the public. Interested persons may obtain a list of the locations of all city bicycle racks from the city clerk.

(Ord. No. 12-5, § 1, 8-7-12)

~~§ 4-40 Violation; penalty.~~

~~Any person who violates any of the provisions of this chapter shall be guilty of an infraction and shall, upon conviction thereof, be subject to a fine of \$10 for each violation.~~

~~(Ord. No. 12-5, § 1, 8-7-12)~~

ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING CHAPTERS I THROUGH XXI INCLUSIVE OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE, RELATING TO DEFINITIONS, BICYCLES AND RULES OF THE ROAD

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of Costa Mesa desires to amend the provisions of the Costa Mesa Municipal Code to impose regulations related to health, safety and welfare; and

WHEREAS, the City Council of the City of Costa Mesa hereby finds that to promote and protect the public health, safety and welfare, various pedestrian, bicycle and other transportation related provisions of the Municipal Code should be revised to be consistent with the California Vehicle Code.

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that no environmental review under CEQA is required; and

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

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

Section 1. Chapters I through XXI of Title 10 (Motor Vehicles and Traffic) of Title 10 of the Costa Mesa Municipal Code are hereby amended as follows:

See attached Exhibit "A".

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED AND ADOPTED this XX day of XX, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

ATTACHMENT 2

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-XX was duly introduced for first reading at a regular meeting of the City Council held on the 4th day of June 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ____ day of _____ 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ____ day of _____, 2024.

BRENDA GREEN, CITY CLERK

(SEAL)

Title 10

Motor Vehicles and Traffic

Chapter I DEFINITIONS

§ 10-1 **Applicability.**

The following words and phrases when used in this title shall for the purpose of this title have the meanings respectively ascribed to them in this chapter.

(Code 1960, § 3401.0; Ord. No. 66-35, 8-15-66)

§ 10-2 **Vehicle Code definitions to be applied to undefined words and phrases.**

Whenever any words or phrases used in this title are not defined in this chapter, but are defined in the Vehicle Code and amendments thereto, such definitions shall apply.

(Code 1960, § 3401.1; Ord. No. 66-35, 8-15-66)

§ 10-3 **“Alley” defined.**

As used in this title the term “alley” means a public unnamed roadway which does not exceed 25 feet in width between property lines.

(Code 1960, § 3401.2; Ord. No. 66-35, 8-15-66)

§ 10-4 **“Bicycle” defined.**

(a) A “bicycle” is a device upon which any person may ride, propelled by human power through a belt, chain or gears, and having either two or three wheels in tandem or tricycle arrangement.

(b) An “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.

(1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

(3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and equipped with a speedometer.

~~As used in this title the term “bicycle” means a device propelled by human power upon which any person may ride, having two tandem wheels, either of which is more than 20 inches in diameter. The term “unicycle” means any device propelled by human power upon which any person may ride having one wheel.~~

(Code 1960, § 3401.3; Ord. No. 66-35, 8-15-66)

§ 10-5 **“Coach” defined.**

As used in this title the term “coach” means any motor bus, motor coach, trackless trolley or passenger stage used as a common carrier of passengers.

(Code 1960, § 3401.4; Ord. No. 66-35, 8-15-66)

§ 10-6 **“Curb” defined.**

As used in this title the term “curb” means the lateral boundary of the roadway, whether or not such curb is marked by curbing construction; however, the word “curb” shall not include the line dividing the roadway of a street from parking strips in the center of a street, nor from tracks or rights-of-way of public utility companies.

(Code 1960, § 3401.6; Ord. No. 66-35, 8-15-66)

§ 10-7 **“Divisional island” defined.**

As used in this title the term “divisional island” means a raised island or an area defined by painted lines located in the roadway and separating opposing or conflicting streams of traffic.

(Code 1960, § 3401.7; Ord. No. 66-35, 8-15-66)

§ 10-8 **“Holidays” defined.**

As used in this title the term “holidays” shall include:

(a) Every Sunday.

(b) January first.

(c) Third Monday of January, Martin Luther King, Jr. Day

(d) February twelfth, known as “Lincoln Day.”

(e) The third Monday in February.

(f) The last Monday in May.

(g) June 19th, Juneteenth

(h) Fourth of July.

(i) First Monday in September.

(j) September ninth, known as “Admission Day.”

(k) The second Monday in October, known as “Columbus Day.”

(l) The fourth Monday in October, November 11th or closest adjacent weekday, known as “Veterans Day.”

(m) The fourth Thursday in November and the following Friday, known as “Thanksgiving Holiday.”

(n) December twenty-fifth.

(o) Good Friday from 12:00 noon until 3:00 p.m.

~~(m) Every day on which an election is held throughout the state.~~

(n) Every day appointed by the President or governor for a public fast, thanksgiving or holiday.

(Code 1960, § 3401.8; Ord. No. 66-35, 8-15-66)

§ 10-9 **“Intersection” defined.**

As used in this title the term “intersection” means the area embraced within the prolongation of the lateral curblines, or, if none, then the lateral boundaries of the roadways of two highways which join one another at approximately right angles or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. The prolongation of alley curbs or lateral boundary lines which intersect a publicly named street is determined to be an intersection.

(Code. 1960, §§ 3401.2, 3401.9; Ord. No. 66-35, 8-15-66)

§ 10-10 **“Loading zone” defined.**

As used in this title the term “loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers, materials or merchandise.

(Code 1960, § 3401.10; Ord. No. 66-35, 8-15-66)

§ 10-11 **Official time standard.**

Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in the city.

(Code 1960, § 3401.11; Ord. No. 66-35, 8-15-66)

§ 10-12 **“Official traffic-control device” defined.**

As used in this title the term “official traffic-control device” means any sign, signal, marking or device not inconsistent with the Vehicle Code, placed or erected by officials having jurisdiction, for the purpose of regulating, warning or guiding traffic.

(Code 1960, § 3401.12; Ord. No. 66-35, 8-15-66)

§ 10-13 **“Official traffic-control signal” defined.**

As used in this title the term “official traffic-control signal” means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by officials having jurisdiction.

(Code 1960, § 3401.13; Ord. No. 66-35, 8-15-66)

§ 10-14 **“Park” defined.**

As used in this title the term “park” means to stand or leave standing any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or materials.

(Code 1960, § 3401.14; Ord. No. 66-35, 8-15-66)

§ 10-15 **“Parkway” defined.**

As used in this title the term “parkway” means that portion of a street or road right-of-way other than a roadway or sidewalk.

(Code 1960, § 3401.15; Ord. No. 66-35, 8-15-66)

§ 10-16 **“Parking meter” defined.**

As used in this title the term “parking meter” means a mechanical device installed within or upon the curb or sidewalk area, immediately adjacent to a parking space, for the purpose of controlling the period of time of occupancy of such parking meter space by any vehicle.

(Code 1960, § 3401.16; Ord. No. 66-35, 8-15-66)

§ 10-17 **“Passenger loading zone” defined.**

As used in this title the term “passenger loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

(Code 1960, § 3401.17; Ord. No. 66-35, 8-15-66)

§ 10-18 **“Pedestrian” defined.**

As used in this title the term “pedestrian” means any person afoot or in a wheelchair.

(Code 1960, § 3401.18; Ord. No. 66-35, 8-15-66)

§ 10-19 **“Police officer” defined.**

As used in this title the term “police officer” means any officer of the police department of the city or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

(Code 1960, § 3401.20; Ord. No. 66-35, 8-15-66)

§ 10-20 **“Road right-of-way” defined.**

As used in this title the term “road right-of-way” means the entire right-of-way that has been dedicated to a public agency for street and highway purposes.

(Code 1960, § 3401.21; Ord. No. 66-35, 8-15-66)

§ 10-21 **“Stop” defined.**

As used in this title the term “stop,” when required, means complete cessation of movement.

(Code 1960, § 3401.22; Ord. No. 66-35, 8-15-66)

§ 10-22 **“Stop or stand” defined.**

As used in this title the term “stop or stand,” when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

(Code 1960, § 3401.23; Ord. No. 66-35, 8-15-66)

§ 10-23 **“Street” defined.**

As used in this title the term “street” means a way or place, of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. The travel way must be clearly defined by existing curbing or some acceptable form of lateral boundaries before the city will accept the road, by resolution, into the city street system.

(Code 1960, § 3401.24; Ord. No. 66-35, 8-15-66)

§ 10-24 **“Vehicle code” defined.**

As used in this title the term “vehicle code” means the Vehicle Code of the State of California.

(Code 1960, § 3401.25; Ord. No. 66-35, 8-15-66)

§ 10-25 “Yield” defined.

As used in this title the term “yield,” when required, means that the vehicle approaching the yield sign shall yield the right-of-way and stop, if necessary, in order to allow cross traffic to safely pass the intersection.

(Code 1960, § 340.126; Ord. No. 66-35, 8-15-66)

Chapter II TRAFFIC ADMINISTRATION

§ 10-37 Traffic division established.

There is hereby established in the police department a traffic division to be under the control of an officer of the police department appointed by and directly responsible to the chief of police.

(Code 1960, § 3402.0; Ord. No. 66-35, 8-15-66)

§ 10-38 Duties of traffic division generally.

It shall be the duty of the traffic division, with such aid as may be rendered by other members of the police department, to enforce the street traffic regulations of the city and all of the state vehicle laws applicable to street traffic in the city, to make arrests for traffic violations, to investigate traffic accidents and to cooperate with the city transportation services ~~engineer-manager~~ and other officers of the city in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties specially imposed upon the traffic division by this title.

(Code 1960, § 3402.1; Ord. No. 66-35, 8-15-66)

§ 10-39 Traffic accident studies.

Whenever the accidents at any particular location become numerous, the traffic division shall cooperate with the transportation services ~~engineer-manager~~ in conducting studies of such accidents and determining remedial measures.

(Code 1960, § 3402.2; Ord. No. 66-35, 8-15-66)

§ 10-40 Traffic accident reports.

The records bureau of the police department shall maintain a suitable system of filing traffic accident reports. ~~Accident reports or cards referring to them shall be filed alphabetically by location.~~ Such reports shall be available for the use and information of the transportation services ~~engineer~~manager.

(Code 1960, § 3402.3; Ord. No. 66-35, 8-15-66)

§ 10-41 Annual traffic report.

The traffic division shall annually prepare a traffic report which shall be filed with the city council. Such report shall contain information on traffic matters in the city as follows:

- (a) The number of traffic accidents, the number of persons killed, the number of persons injured and other pertinent traffic accident data.
- (b) The number of traffic accidents investigated and other pertinent data on the safety activities of the police.
- (c) The plans and recommendations of the traffic division for future traffic safety activities.

(Code 1960, § 3402.4; Ord. No. 66-35, 8-15-66)

§ 10-42 Transportation services engineermanager.

There is hereby established the office of city transportation services engineer-manager who shall be appointed by the city manager and whose duties and powers shall be as set forth in this title. The transportation services engineer-manager shall also be known as ~~the transportation services manager and~~ city transportation services engineermanager.

(Code 1960, § 3402.5; Ord. No. 66-35, 8-15-66; Ord. No. 93-17, § 1, 11-1-93)

§ 10-43 Powers and duties of city transportation services engineermanager.

In addition to the powers and duties set forth in this title, it shall be the general duty of the transportation services engineer-manager to determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analysis of traffic accidents and to devise remedial measures, to conduct engineering and traffic investigations of traffic conditions and to cooperate with other city officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by this title. He or she shall report monthly to the city council all action taken by him or her which will affect the motoring and pedestrian public. Whenever, by the provisions of this title, a power is granted to the transportation services engineer-manager or a duty imposed upon him or her, the power may be exercised or the duty performed by his deputy or by a person authorized in writing by him or her.

(Code 1960, § 3402.6; Ord. No. 66-35, 8-15-66; Ord. No. 93-17, § 2, 11-1-93)

§ 10-45 Additional duties of the transportation services engineermanager.

The duties of the transportation services engineer-manager shall be as follows:

- (a) Follow review established by city council on the exercise of authority to install or change traffic control devices.
- (b) Advise the planning commission for appeals on the requests of the public to install or change those traffic control devices that fall under the authority of the transportation services engineermanager.
- (c) Advise the city council concerning proposals for new traffic ordinances or changes in traffic control devices for which the city council retains authority.
- (d) Advise the planning commission and city council regarding proposed amendments to the transportation element of the general plan.
- (e) Advise the city council regarding short-term and long-range plans to improve the transportation systems of the city.
- (f) Advise the city council regarding studies or proposals for actions which may significantly change transportation facilities or conditions within the city.
- (g) Advise the planning commission and city council regarding the adequacy of environmental impact reports and circulation mitigation measures for private or public projects which may affect transportation.
- (h) Advise the police department traffic bureau of locations recommended for increased enforcement of specific or general traffic laws, based on public input.

(Code 1960, § 3402.8; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87; Ord. No. 88-12, § 2, 9-19-88; Ord. No. 93-17, § 4, 11-1-93)

§ 10-46 **Coordination and appeals: Planning commission and transportation services**

engineer-manager.

- (a) The transportation services **engineer-manager** may request that action be taken by the planning commission at a public hearing on any matter in this title wherein the transportation services **engineer-manager** is granted exclusive jurisdiction.
- (b) Appeals may be taken from the decisions of the transportation services **engineer-manager** pursuant to Title 2 of this Code on the following matters to the planning commission:
 - (1) Installation or removal of audible pedestrian signals.
 - (2) Implementation of master plan of bikeways.
 - (3) Bus shelter advertising.
 - (4) Implementation of city-wide traffic impact fees.
 - (5) Implementation of congestion management program and transportation demand management program.
 - (6) Intersection improvements.
 - (7) Parking restrictions and permits.
 - (8) Pedestrian access.
 - (9) Signal installations or removals.
 - (10) Speed bumps.
 - (11) Stop sign installation or removals.
 - (12) Street closures.
 - (13) Vehicle parking district.
- (c) The transportation services **engineer's-manager's** decisions on the matters set forth in subsection (b) shall be final unless appealed to the planning commission.

(Code 1960, § 3402.9; Ord. No. 66-35, 8-15-66; Ord. No. 88-12, § 2, 9-19-88; Ord. No. 93-17, § 5, 11-1-93)

§ 10-48 **Guide signs; transportation.**

It shall be the duty of the transportation services **engineer-manager** to establish a system of guide signs within the city and to approve or disapprove applications and requests for guide signs, upon payment of an application fee set by resolution of city council, subject to the right of the applicant for such sign to appeal to the planning commission. All guide signs shall conform to the "Standards for Guide Signs" in the city, as established by resolution of city council, which is hereby incorporated herein by this reference.

(Ord. No. 83-25, § 2, 11-21-83; Ord. No. 87-26, § 2, 12-7-87; Ord. No. 88-12, § 2, 9-19-88; Ord. No. 93-17, § 7, 11-1-93)

Chapter III

ENFORCEMENT AND OBEDIENCE TO REGULATIONS

§ 10-59 **Authority of police and fire department officers.**

Officers of the police department and such officers as are assigned by the chief of police are hereby

authorized to direct all traffic by voice, hand, audible or other signal in conformance with traffic laws, except that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department, firemen and flagmen on construction or maintenance projects may direct traffic as conditions may require, notwithstanding the provisions to the contrary contained in this title or in the vehicle code.

(Code 1960, § 3403.0; Ord. No. 66-35, 8-15-66)

§ 10-60 Persons other than officers shall not direct traffic.

No person other than an officer of the police department or member of the fire department or a person authorized by the chief of police or a person authorized by law shall direct or attempt to direct traffic by voice, hand or audible signal, except that persons may operate, when and as herein provided, any mechanical push-button signal erected by order of the transportation services ~~engineer~~manager.

(Code 1960, § 3403.1; Ord. No. 66-35, 8-15-66)

§ 10-61 ~~(Reserved)~~ Fairview State Hospital enforcement.

~~The police department will be charged with the enforcement of city traffic regulations and all the sections of the vehicle code upon such streets and roads of Fairview State Hospital as are located within the city.~~

(Code 1960, § 3418.0; Ord. No. 66-35, 8-15-66; Ord. No. 69-16, 7-14-69)

§ 10-62 Obedience to police or authorized officers.

No person shall fail or refuse to comply with or perform any act forbidden by any lawful order, signal or direction of a traffic or police officer, or member of the fire department, or a person authorized by the chief of police or by law.

(Code 1960, § 3403.2; Ord. No. 66-35, 8-15-66)

§ 10-63 Required obedience to traffic regulations.

It shall be a misdemeanor for any person driving any vehicle or other conveyance upon any street or for any pedestrian to do any act forbidden or fail to perform any act required as applicable to any such person under this title.

(Code 1960, § 3403.3; Ord. No. 66-35, 8-15-66)

§ 10-64 Traffic regulations apply to persons riding bicycles or animals.

Every person riding a bicycle ~~as defined in § 10-4 or riding or driving an animal upon a highway~~ shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle under this title and as outlined for individuals riding a bicycle in § 4-26, except those provisions which by their very nature can have no application.

(Code 1960, § 3403.4; Ord. No. 66-35, 8-15-66)

§ 10-66 Public employees to obey traffic regulations.

The provisions of this title shall apply to the operator of any vehicle owned by or used in the service of the United States Government, this state, any county or city, and it is unlawful for any such operator to violate any of the provisions of this title except as otherwise permitted in this title or by the vehicle code.

(Code 1960, § 3403.6; Ord. No. 66-35, 8-15-66)

§ 10-67 Exemption of certain vehicles.

- (a) The provisions of this title regulating the operation, parking and standing of vehicles shall not apply to vehicles operated by the police or fire department, any public ambulance or any public utility vehicle or any private ambulance, which public utility vehicle or private ambulance has qualified as an authorized emergency vehicle, when any such vehicle is operated in the manner specified by the vehicle code in response to an emergency call.
- (b) The foregoing exemptions shall not, however, relieve the operator of any such vehicle from the obligation to exercise due care for the safety of others or the consequence of his willful disregard of the safety of others.
- (c) The provisions of this title regulating the parking or standing of vehicles shall not apply to any vehicle of a city department or public utility while necessarily in use for construction or repair work, or any authorized police vehicle when on official police business other than of an emergency nature, or any vehicle owned or operated by the United States Post Office Department while in use for the collection, transportation or delivery of United States mail.

(Code 1960, § 3403; Ord. No. 66-35, 8-15-66)

§ 10-68 Report of damage to certain property.

- (a) The operator of a vehicle or the person in charge of any animal involved in any accident resulting in damage to any property publicly owned or owned by a public utility, including but not limited to any fire hydrant, parking meter, lighting post, telephone pole or electric light or power pole, or resulting in damage to any tree, traffic-control device or other property of a like nature located in or along any street shall, without unnecessary delay, notify the police department wherein the collision occurred.
- (b) Every such report shall state the time when and the place where the accident took place, the name and address of the person owning and of the person operating or in charge of such vehicle or animal, the license number of every such vehicle and shall briefly describe the property damage in such accident.
- (c) The operator of any vehicle involved in an accident shall not be subject to the requirements of this section if following the accident he is physically incapable of making a report, but in such event he shall make a report as required in subsection (a) without unnecessary delay after regaining the ability to make such report.

(Code 1960, § 3403.8; Ord. No. 66-35, 8-15-66)

§ 10-69 When vehicles may be removed from streets.

- (a) Any regularly employed or salaried police ~~officer or police cadet of the police~~ department personnel may remove or cause to be removed any vehicle which:
 - (1) Has been parked or left standing upon a street or highway in violation of any of the provisions of section 10-185.
 - (2) Is parked or left standing upon a street or highway when such parking or standing is prohibited by ordinance or resolution of this city and signs are posted giving notice of such removal.
 - (3) Is parked or left standing upon a street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, sweeping, repair or construction of the street or highway, or for the installation of underground utilities, or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic, or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided that

signs giving notice that such vehicle may be removed are erected or placed at least 24 hours prior to the removal.

- (4) If parked or left standing in violation of California Vehicle Code section 22651.
- (b) (Reserved)
- (c) After any vehicle has been removed summarily as provided in paragraph (a) above, the vehicle's registered and legal owners of record shall be given the opportunity for a post removal hearing to determine the validity of the storage in accordance with California Vehicle Code section 22852.
- (d) The procedures for hearings under this section shall be established by the chief of police and the hearings held by ~~him~~the chief, or any police officer designated by him or her who did not direct the storage.
- (e) The disposition of any stored vehicle shall be in accordance with California Vehicle Code sections 22704 through 22707, 22850 and 22851.

(Code 1960, § 3403.9; Ord. No. 66-35, 8-15-66; Ord. No. 80-13, § 1, 8-18-80; Ord. No. 02-15, §§ 3—5, 8-5-02)

Chapter IV TRAFFIC-CONTROL DEVICES

§ 10-81 Authority to install.

- (a) The transportation services ~~engineer-manager~~ shall have the power and duty to place and maintain or cause to be placed and maintained official traffic-control devices when and as required to make effective the provisions of this title.
- (b) Whenever the vehicle code requires, for the effectiveness of any provision thereof, that traffic-control devices be installed to give notice to the public of the application of such law, the transportation services ~~engineer-manager~~ is hereby authorized to install or cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.
- (c) The transportation services ~~engineer-manager~~ may also place and maintain or cause to be placed and maintained such additional traffic-control devices as he may deem necessary or proper to regulate traffic or to guide or warn traffic, but he shall make such determination only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations and rules as may be set forth in this title, or as may be determined by ordinance or resolution of the city council.

(Code 1960, § 3404.0; Ord. No. 66-35, 8-15-66)

§ 10-82 Signs required for enforcement purposes.

No provision of the vehicle code or of this title for which signs are required shall be enforced against an alleged violator unless appropriate legible signs are in place giving notice of such provisions of the traffic laws.

(Code 1960, § 3404.1; Ord. No. 66-35, 8-15-66)

§ 10-83 Obedience to devices.

The operator of any vehicle or train, or any pedestrian, shall obey the instructions of any official traffic control device placed in accordance with this title, unless otherwise directed by a police officer or other authorized person subject to the exceptions granted the operator of an authorized emergency vehicle when

responding to emergency calls.

(Code 1960, § 3404.2; Ord. No. 66-35, 8-15-66)

§ 10-84 Existing devices approved.

Until removed or relocated as provided in this title, all traffic-control devices heretofore installed and in place as of the effective date of this title are hereby approved.

(Code 1960, § 3404.3; Ord. No. 66-35, 8-15-66)

§ 10-85 Installation of signals.

- (a) The transportation services ~~engineer-manager~~ is hereby directed to propose funding for construction of and to maintain traffic signals at those intersections and other places where traffic conditions are such as to benefit from alternate interruption and release of traffic flow in order to prevent or relieve traffic congestion or to protect life or property ~~from exceptional hazards~~.
- (b) The transportation services ~~engineer-manager~~ shall ascertain and determine the locations where such signals are required by field investigation, traffic counts and other traffic information as may be pertinent, and his or her determinations therefrom shall be made in accordance with those traffic engineering and safety standards set forth in the California ~~State Planning Manual~~ on Uniform Traffic Control Devices (Part 8, Traffic) issued by the ~~Division of Highways~~ Department of Transportation of the State ~~of California~~ Division of Public Works.
- (c) Whenever the transportation services ~~engineer-manager~~ installs and maintains an official traffic signal at any intersection, he or she shall likewise erect and maintain at such intersection street name signs visible to the principal flow of traffic, unless such street name signs have been previously placed and are maintained at any such intersection.
- (d) For the purpose of this section, an official traffic signal is any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.

(Code 1960, § 3404.4; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-86 Lane marking.

The transportation services ~~engineer-manager~~ is hereby authorized to mark center lines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the highway.

(Code 1960, § 3404.5; Ord. No. 66-35, 8-15-66)

§ 10-87 Distinctive roadway markings.

The transportation services ~~engineer-manager~~ is authorized to place and maintain distinctive roadway markings as described in the vehicle code on those streets and parts of streets where the volume of traffic or the vertical or other curvature of the roadway renders it hazardous to drive on the left side of such marking or signs and markings. Such marking or signs and markings shall have the same effect as similar markings placed by the state department of public works pursuant to the provisions of the vehicle code.

(Code 1960, § 3404.6; Ord. No. 66-35, 8-15-66)

§ 10-88 Authority to remove, relocate and discontinue devices.

The transportation services ~~engineer-manager~~ is hereby authorized to remove, relocate or discontinue the

operation of any traffic-control device not specifically required by the vehicle code or this title, whenever he or she shall determine in any particular case that the conditions which warranted or required the installation no longer exist or remain.

(Code 1960, § 3404.7; Ord. No. 66-35, 8-15-66)

§ 10-89 Hours of operation.

The transportation services ~~engineer-manager~~ shall determine the hours and days during which any traffic-control device shall be in operation or in effect, except in those cases where such hours or days are specified in this title.

(Code 1960, § 3404.8; Ord. No. 66-35, 8-15-66)

§ 10-90 Unauthorized painting of curbs.

No person, unless authorized by the city, shall paint any street or curb surface; provided, however, that this section shall not apply to the painting of numbers on a curb surface by any person who has complied with the provisions of any resolution or ordinance of the city pertaining thereto.

(Code 1960, § 3404.9; Ord. No. 66-35, 8-15-66)

Chapter V TURNING MOVEMENTS

§ 10-102 Authority to place and obedience to turning markers.

- (a) The city transportation services ~~engineer-manager~~ is authorized to place markers, buttons, barriers or signs within or adjacent to intersections, indicating the course to be traveled by vehicles turning at such intersections, and the city transportation services ~~engineer-manager~~ is authorized to locate and indicate more than one lane of traffic from which drivers of vehicles may make right or left turns, and the course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance.
- (b) When authorized markers, buttons, barriers or other indications are placed within an intersection or the approach to an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

(Code 1960, § 3405.0; Ord. No. 66-35, 8-15-66)

§ 10-103 Authority to place restricted turn signs.

The city transportation services ~~engineer-manager~~ is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right, left or U-turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

(Code 1960, § 3405.1; Ord. No. 66-35, 8-15-66)

§ 10-104 Obedience to no-turn signs.

Whenever authorized signs are erected indicating that no right, left or U-turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

(Code 1960, § 3405.2; Ord. No. 66-35, 8-15-66)

§ 10-105 Signal-controlled intersections; right turns.

- (a) No driver of a vehicle shall make a right turn against a red or stop signal at any intersection which is

signposted giving notice of such restrictions as provided in subsection (b).

- (b) The city transportation services ~~engineer-manager~~ shall post appropriate signs giving effect to this section where he determines that the making of right turns against a traffic signal stop indication would seriously interfere with the safe and orderly flow of traffic.

(Code 1960, § 3405.3; Ord. No. 66-35, 8-15-66)

Chapter VI ONE-WAY STREETS AND ALLEYS

§ 10-117 To be signed.

- (a) Whenever any ordinance or resolution of the city designates any one-way street or alley, the city transportation services ~~engineer-manager~~ shall place and maintain signs giving notice thereof, and no such regulations shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.
- (b) Whenever authorized signs are erected indicating the direction of lawful traffic movement, no driver of a vehicle shall disobey the direction of any such sign.

(Code 1960, § 3406.0; Ord. No. 66-35, 8-15-66)

~~§ 10-118 One-way streets designated.~~

~~In accordance with section 10-117, and when properly signposted, traffic shall move only in the direction indicated upon the following streets:~~

~~Pearmain Way between Magnolia to 18th Street, northerly;~~

~~Irvine Avenue from the northerly limits of the city boundaries to a point 333 feet south of East 17th Street, southerly;~~

~~The southerly 183 feet of the alley westerly of Lot 12 of Tract No. 325 measured from the northerly line of 19th Street, 80 feet wide, northbound;~~

~~That portion of the alley lying at the northerly line of Tract No. 3615 running between Harbor Boulevard and Deodar Avenue, westbound;~~

~~That portion of the alley running southwesterly from Broadway and lying between Newport Boulevard and Fullerton Street, for a distance of 80 feet from the southerly line of Broadway, southbound.~~

~~That portion of the alley located westerly of Deodar Avenue running northerly between Baker Street and Nutmeg Place.~~

~~(Code 1960, § 3416.3; Ord. No. 66-35, 8-15-66; Ord. No. 73-14, § 1, 5-7-73)~~

Chapter VII SPECIAL STOPS REQUIRED

§ 10-131 City transportation services ~~engineer-manager~~ to erect stop signs.

- (a) The transportation services ~~engineer-manager~~ is hereby authorized to erect and maintain stop signs where an intersection approach meets city stop signs warrants, or when such intersection approach does not meet city stop sign warrants, but is necessary for safety reasons. Every such sign shall conform with

and shall be placed as provided in the vehicle code, and no such stop sign regulation shall be in effect until such signs are in place.

- (b) Whenever authorized stop signs are erected no driver of a vehicle shall disobey the instructions of any such signs.

(Code 1960, § 3407.0; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-134 Emerging from alley, driveway or building.

Notwithstanding the provisions of section 4-26(e) of the Costa Mesa Municipal Code, the driver of a vehicle emerging from an alley, driveway or building shall stop such vehicle immediately prior to driving onto a sidewalk or into the sidewalk area extending across any alleyway or driveway.

(Code 1960, § 3407.2; Ord. No. 66-35, 8-15-66; Ord. No. 90-8, § 2, 6-4-90)

§ 10-135 Erection of yield signs.

The transportation services ~~engineer~~ manager is hereby authorized to erect and main YIELD signs at any intersection or portion of an intersection and to designate such intersection as a YIELD intersection, and no such right-of-way assignment shall be effective until such signs are in place.

(Code 1960, § 3407.3; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

Chapter VIII MISCELLANEOUS DRIVING RULES

§ 10-147 Driving through a parade or funeral procession.

- (a) No operator of any vehicle shall drive between the vehicles comprising a parade.
- (b) No operator of any vehicle shall drive between the vehicles comprising a funeral procession, provided that such vehicles are conspicuously so designated, and operating not more than 50 feet apart with lighted headlamps.
- (c) Exceptions: This section shall not apply to authorized emergency vehicles.
- (d) The directing of all vehicles and traffic on any street over which such funeral procession or parade wishes to pass shall be subject to the orders of the police department.

(Code 1960, § 3408.0; Ord. No. 66-35, 8-15-66)

§ 10-148 Clinging to moving vehicles.

No person shall attach himself with his hands, or catch on, or hold onto with his hands or by any other means, to any moving vehicle or train for the purpose of receiving motive power therefrom, except those persons required to do so by the nature of their work.

(Code 1960, § 3408.1; Ord. No. 66-35, 8-15-66)

§ 10-149 Commercial vehicles using private driveways.

No person shall operate or drive a commercial vehicle in or on or across any private driveway approach or sidewalk area or the driveway itself without the consent of the owner or occupant of the property, if a sign or markings are in place indicating that the use of such driveway is prohibited. For the purpose of this section a commercial vehicle shall mean a vehicle having a rated capacity in excess of one-half (½) ton.

(Code 1960, § 3408.2; Ord. No. 66-35, 8-15-66)

§ 10-150 ~~Riding or d~~**Driving on sidewalk.**

No person shall ~~ride,~~ drive, propel or cause to be propelled any vehicle or animal across or upon any sidewalk, except over permanently constructed driveways and except when it is necessary for any temporary purpose to drive a loaded vehicle across a sidewalk; provided further, that the sidewalk area shall be substantially protected by wooden planks two inches thick, and a permit shall have been previously obtained from the transportation services ~~engineer~~manager. Such wooden planks shall not be permitted to remain upon the sidewalk area during the hours from 6:00 p.m. to 6:00 a.m.

(Code 1960, § 3408.3; Ord. No. 66-35, 8-15-66)

§ 10-151 **New pavement and markings.**

No person shall ride or drive any animal or any vehicle over or across any newly made pavement, freshly painted marking or freshly oiled roadway in any street when a barrier, sign, cone marker or other warning device is in place warning persons not to drive over or across such pavement, marking or roadway, or when any such device is in place indicating that the street or any portion thereof is closed.

(Code 1960, § 3408.4; Ord. No. 66-35, 8-15-66)

§ 10-152 **Limited access.**

No person shall drive a vehicle onto or from any limited-access roadway except at such entrances and exits as are lawfully established.

(Code 1960, § 3408.5; Ord. No. 66-35, 8-15-66)

§ 10-153 ~~(Reserved)~~ **Restrictions on use of freeways.**

~~No person shall drive or operate any bicycle, motor-driven cycle or any nonmotorized vehicle which is not drawn by a motor vehicle upon any street established as a freeway, as defined by state law, nor shall any pedestrian walk across or along any such street so designated and described, except in space set aside for the use of pedestrians, provided official signs are in place giving notice of such restrictions.~~

~~(Code 1960, § 3408.6; Ord. No. 66-35, 8-15-66)~~

§ 10-154 **Obedience to barriers and signs.**

No person, public utility or department of the city, except the fire or police department, shall erect or place any barrier or sign on any street unless a type approved by the transportation services ~~engineer~~manager, or disobey the instructions, remove, tamper with or destroy any barrier or sign lawfully placed on any street by any person, public utility or by any department of the city. No person, public utility or department of the city, except the fire and police departments, shall close a roadway to through traffic or reduce the number of through traffic lanes without first obtaining the approval of the transportation services ~~engineer~~manager.

(Code 1960, § 3408.7; Ord. No. 66-35, 8-15-66)

§ 10-155 **Obstructing intersections.**

No operator of any vehicle shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic-control signal indication to proceed.

(Code 1960, § 3408.8; Ord. No. 66-35, 8-15-66)

§ 10-156 Overtaking and Passing of a Person Riding a Bicycle

- (a) The driver of a motor vehicle overtaking and passing a bicycle that is proceeding in the same direction on a highway shall pass in compliance with the requirements of the California Vehicle Code applicable to overtaking and passing a vehicle, and shall do so at a safe distance that does not interfere with the safe operation of the overtaken bicycle, having due regard for the size and speed of the motor vehicle and the bicycle, traffic conditions, weather, visibility, and the surface and width of the highway.
- (b) A driver of a motor vehicle shall not overtake or pass a bicycle proceeding in the same direction on a roadway at a distance of less than three feet between any part of the motor vehicle and any part of the bicycle or its operator. The driver of a motor vehicle overtaking or passing a bicycle that is proceeding in the same direction and in the same lane of travel shall, if another lane of traffic proceeding in the same direction is available, make a lane change into another available lane with due regard for safety and traffic conditions, if practicable and not prohibited by law, before overtaking or passing the bicycle.
- (c) If the driver of a motor vehicle is unable to comply with subdivision (b), due to traffic or roadway conditions, the driver shall slow to a speed that is reasonable and prudent, and may pass only when doing so would not endanger the safety of the rider of the bicycle, taking into account the size and speed of the motor vehicle and bicycle, traffic conditions, weather, visibility, and surface and width of the highway.

Chapter IX PEDESTRIANS' REGULATIONS

§ 10-167 Transportation services ~~engineer-manager~~ to establish marked crosswalks.

The transportation services ~~engineer-manager~~ shall establish, designate and maintain crosswalks at intersections and other places by appropriate devices, marks or lines upon the surface of the roadway as follows:

- (a) Crosswalks shall be established and maintained at all locations where the transportation services ~~engineer-manager~~ determines that there is particular hazard to pedestrians crossing the roadway, subject to the limitations contained in subsection (b).
- (b) Other than crosswalks at intersections, no crosswalk shall be established in any block which is less than 400 feet in length and such crosswalk shall be located as nearly as practicable at mid-block.
- (c) The transportation services ~~engineer-manager~~ may place signs at or adjacent to an intersection in respect to any crosswalk directing that pedestrians shall cross in the crosswalk so indicated. Whenever authorized signs are erected prohibiting the use of certain crosswalks, no pedestrians shall disobey the directions of any such sign.

(Code 1960, § 3409.0; Ord. No. 66-35, 8-15-66)

§ 10-168 When pedestrians must use crosswalks.

~~Where crosswalks have been established, no person shall cross a roadway other than by such crosswalks.~~

(a) Between adjacent intersections controlled by traffic control signal devices or by police officers, pedestrians shall not cross the roadway at any place except in a crosswalk.

(1) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, shall not stop a pedestrian for a violation of subdivision (a) unless a reasonably careful person would realize there is an immediate danger of a collision with a moving vehicle or other device moving exclusively by human power.

(2) This subdivision does not relieve a pedestrian from the duty of using due care for their safety.

(3) This subdivision does not relieve a driver of a vehicle from the duty of exercising due care for the safety of any pedestrian within the roadway.

(Code 1960, § 3409.1; Ord. No. 66-35, 8-15-66)

§ 10-169 Standing, sitting or occupying center medians prohibited.

- (a) No person shall stand or sit upon, or otherwise occupy a center median for any purpose other than to do so temporarily while lawfully crossing any roadway. For purposes of this section, “center median” shall mean and refer to that portion of a highway, not less than two feet in width, which is painted or raised, and which separates the roadway for traffic in opposite directions.
- (b) It is unlawful for any person to violate any provision, or fail to comply with any of the requirements of this section. Any person violating any provision of this section or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable as set forth in section 1-33 of this Code.
- (c) A violation of any of the provisions of this section shall constitute a public nuisance and may be abated by the city attorney through civil process by means of a restraining order, preliminary or permanent injunction, or any other manner provided by law for the abatement of such nuisance.

(Ord. No. 95-3, § 2, 3-20-95)

Chapter X STOPPING, STANDING AND PARKING GENERALLY

§ 10-181 Application of regulations.

- (a) The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.
- (b) The provisions of this title imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the vehicle code or the ordinances of this city prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

(Code 1960, § 3410.0; Ord. No. 66-35, 8-15-66)

§ 10-182 Stopping or standing in parkways prohibited.

No person shall stop, stand or park a vehicle within any parkway.

(Code 1960, § 3410.1; Ord. No. 66-35, 8-15-66)

§ 10-183 Transportation services engineer-manager to maintain no stopping zones and no parking areas.

The transportation services engineer-manager is hereby authorized to establish and maintain, by appropriate signs or by paint upon the curb surface, all no stopping zones, no parking areas, and restricted parking areas, as defined and described in this title. When said curb markings or signs are in place, no operator of any vehicle shall stop, stand or park a vehicle adjacent to any such legible curb marking or sign in violation of any of the provisions of this title.

(Code 1960, § 3402.2; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-184 No parking areas.

No operator of any vehicle shall stop, stand, park or leave standing such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

- (a) Within any divisional island unless authorized and clearly indicated with appropriate signs or markings.
- (b) On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (c) In any area where the transportation services engineer-manager determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (d) In any area established by resolution of the city council as a no parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (e) Upon, along or across any railroad track in such manner as to hinder, delay or obstruct the movement of any railroad car traveling upon such track.
- (f) In any area where the parking or stopping of any vehicle would constitute a traffic hazard or would endanger life or property.
- (g) On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway, or the installation of underground utilities, or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic, or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided that signs giving notice of no parking are erected or placed at least 24 hours prior to the effective time of such no parking.
- (h) At any place within 20 feet of a point on the curb immediately opposite the midblock end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface.
- (i) Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present. At any place within 20 feet on the approach side and 10 feet on the backside of a crosswalk at an intersection in any business district when such place is indicated by appropriate signs or by red paint upon the curb surface except that a bus may stop at a designated bus stop.
- ~~(j) Within 20 feet of the approach to any traffic signal, boulevard stop sign, yield sign or official electric flashing device, when such place is indicated by appropriate signs or by red paint upon the curb surface.~~

(Code 1960, § 3410.3; Ord. No. 66-35, 8-15-66)

§ 10-185 Use of streets for parking and/or storage of certain vehicles prohibited.

- (a) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“*Chief of police*” means the Chief of Police of the City of Costa Mesa, or his or her designee.

“*Commercial vehicle*” shall mean any vehicle having more than two axles, or any single commercial vehicle or combination of said vehicles which exceed 20 feet in length, any single commercial vehicle or

combination of said vehicles 84 inches or more in width, or any single commercial vehicle or combination of said vehicles having a manufacturer's gross vehicle weight rating of 10,000 pounds or more. A Commercial Vehicle includes a truck tractor, but does not include a large motor vehicle or nonmotorized vehicle as defined herein or a pick-up truck without a camper or sports utility vehicle.

"Large motor vehicle" shall mean any house car, pick-up truck with camper, recreational vehicle or other vehicle that measures more than 22 feet in length or is both more than 84 inches in width and more than 84 inches in height. The term "large motor vehicle" does not include a commercial vehicle as defined herein, a pick-up truck without a camper or sports utility vehicle.

"Nonmotorized vehicle" shall mean any trailer or any other device that is not self-propelled.

"Motor vehicle" shall mean a passenger vehicle, pick-up truck without a camper, sports utility vehicle, motorcycle and motor-driven cycle but shall not include a house car.

"Residential district" shall mean any area within the city which is zoned R1, R2-MD, R2-HD, R3, and those portions of planned community districts and specific plan districts which are specified for residential uses.

- (b) *Measurements.* To determine the width or length of the vehicles defined in this section, any extension to the vehicle caused by mirrors, air conditioners, or similar attachments shall not be included.
- (c) No person who owns or has possession, custody, or control of any motor vehicle shall park, or leave standing, such a motor vehicle upon any public street, highway or alley for more than a period of 72 consecutive hours.
- (d) No person shall, at any time, park or leave standing any large motor vehicle or nonmotorized vehicle on any public street, highway or alley except:
 - (1) In residential districts, large motor vehicles or, nonmotorized vehicles attached to a motor vehicle or large motor vehicle, parked adjacent to the owner's residence are allowed for the purposes of loading, unloading, cleaning, battery-charging, or other activity preparatory or incidental to travel for a period of time not to exceed 48 consecutive hours.
 - (2) In residential districts, large motor vehicles or, nonmotorized vehicles attached to a motor vehicle, parked adjacent to the owner's residence may be allowed for up to an additional 24 consecutive hours, but no more than a total of 72 consecutive hours, provided an extension has been granted by the chief of police. The chief of police shall establish general standards for an extension provided for by this section.
 - (3) Any large motor vehicle, or nonmotorized vehicle which is attached to a motor vehicle or large motor vehicle that is parked on a public street pursuant to either subsections (1) or (2) hereinabove shall, at the end of the permitted period of time, whether 48 or 72 hours, be removed from its location and shall not be parked on any public street for the purposes stated hereinabove for a period of at least 48 hours.
- (e) No person who owns or has possession, custody or control of any vehicle or nonmotorized vehicle which is six feet or more in height (including any load thereon) shall park or leave standing any such vehicle on a street or highway within 45 feet of any intersection.
- (f) No person who owns or has possession, custody or control of any commercial vehicle exceeding a manufacturer's gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial vehicle on a street or highway which is prohibited to commercial vehicle traffic pursuant to section 10-248 of this Code.
- (g) No person who owns or has possession, custody or control of any commercial vehicle exceeding a manufacturer's gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial

vehicle on any restricted street between the hours of 2:00 a.m. and 6:00 a.m.

- (h) No person who owns or has possession, custody, or control of a commercial vehicle exceeding a manufacturers gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial vehicle for more than three hours on any public street, highway, roadway, alley or thoroughfare, except:
 - (1) For such reasonable time in excess of three hours that may be necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure or for the purpose of delivering materials to be used for repair, alteration, remodeling, or construction of any building or structure upon a restricted street or highway; or
 - (2) For such reasonable time in excess of three hours that may be necessary when such vehicle is parked in connection with the performance of a service to or on a property in the block in which such vehicle is parked; or
 - (3) For such reasonable time in excess of three hours that may be necessary time to make emergency repairs.
- (i) Vehicles found in violation of this section may be cited or removed, or both cited and removed in accordance with section 10-69.
- (j) The minimum fine for any violation of this section shall be set by the city council by separate resolution.

(Ord. No. 02-15, §§ 1, 2, 8-5-02)

§ 10-186 ~~Reserved. Parking for advertising or sale.~~

~~(a) — No operator of any vehicle shall park said vehicle upon any street in the city for the principal purpose of advertising or displaying it for sale, unless authorized by resolution of the city council.~~

~~(b) — No person shall park any vehicle upon any street for the purpose of advertising any item or event.~~

~~(Code 1960, § 3410.5; Ord. No. 66-35, 8-15-66)~~

§ 10-187 **Repairing or greasing vehicles.**

No person shall construct or dismantle or cause to be constructed or dismantled, repair or cause to be repaired, grease or cause to be greased any vehicle or any part thereof upon any public street in the city. Temporary emergency repairs may be made upon a public street.

(Code 1960, § 3410.6; Ord. No. 66-35, 8-15-66)

§ 10-188 **Washing or polishing vehicles.**

No person shall wash or cause to be washed, polish or cause to be polished any vehicle or any part thereof upon any public street in the city, when a charge is made for such service.

(Code 1960, § 3410.7; Ord. No. 66-35, 8-15-66)

§ 10-189 **Parking adjacent to schools.**

- (a) The transportation services ~~engineer~~ manager is hereby authorized to erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would, in his or her opinion, interfere with traffic or create a hazardous situation.
- (b) When official signs are erected prohibiting parking upon that side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

(Code 1960, § 3410.8; Ord. No. 66-35, 8-15-66)

§ 10-190 Parking prohibited on narrow streets.

- (a) The city transportation services engineer-manager is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed 30 feet.
- (b) When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

(Code 1960, § 3410.9; Ord. No. 66-35, 8-15-66)

§ 10-191 Parking on grades.

No person shall park or leave standing any vehicle unattended on a highway when upon any grade exceeding 3% without blocking the wheels of such vehicle by turning them against the curb or by other means.

(Code 1960, § 3410.10; Ord. No. 66-35, 8-15-66)

§ 10-193 Emergency parking signs.

- (a) Whenever the city transportation services engineer-manager or chief of police shall determine that an emergency traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions, or for other reasons, the city transportation services engineer-manager shall have power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys as the city transportation services engineer-manager shall direct during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such emergency and the city transportation services engineer-manager shall cause such signs to be removed promptly thereafter.
- (b) When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Code 1960, § 3410.11; Ord. No. 66-35, 8-15-66)

§ 10-194 Sleeping in motor vehicles prohibited.

It is unlawful for any person to sleep in or on any motor vehicle parked any place in the city, other than upon private residential property, at any time between the hours of 9:00 p.m. and 7:00 a.m., or to dwell and/or live in or on any motor vehicle parked upon any city owned, operated, or maintained street, sidewalk, alley, public right-of-way, or any other public property or any private property within the city at any time. This section is not intended to prohibit the use of campers or motor coaches or motor vans for sleeping and/or dwelling purposes where the same are parked in an authorized trailer court or campsite within the city. As used in this section, "dwell" means to use as a basic residence for shelter, sleeping and/or cooking purposes in lieu of traditional code compliant building structures designed for human habitation.

(Code 1960, § 3418.1; Ord. No. 66-35, 8-15-66; Ord. No. 68-31, 7-15-68; Ord. No. 19-09, § 4, 4-2-19; Ord. No. 19-10, § 3, 4-16-19)

§ 10-195 Visibility.

Any motor vehicle parked on the public streets shall have curtains or window obstructions in such a position that there shall be a full view of the interior at all times.

(Code 1960, § 3418.2; Ord. No. 66-35, 8-15-66; Ord. No. 68-31, 7-15-68)

§ 10-196 No parking at Placentia Avenue Fire Station.

It is unlawful for any person to park other than publicly owned and operated vehicles on any of the property owned by the city presently occupied by the Placentia Avenue Fire Station and the city corporation yard, between the hours of 6:00 p.m. and 6:00 a.m.

(Ord. No. 74-68, § 2, 12-17-74)

§ 10-197 Posting.

Signs designating no parking between the hours of 6:00 p.m. and 6:00 a.m. which conform to the manual on uniform traffic control devices shall be placed at the vehicle entryways to the Placentia Avenue Fire Station and corporation yard, and the parking area therein shall be posted with said signs at intervals of not less than 200 feet.

(Ord. No. 74-68, § 2, 12-17-74)

§ 10-198 Removal of parked vehicles from private property.

- (a) Any owner or person in possession of private property may cause the removal of a parked vehicle from such private property when either of the following conditions is satisfied:
- (1) The property is improved with a single-family dwelling; or
 - (2) There is displayed, in plain view at all entrances to the property, a sign at least 18 inches by 24 inches prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the Costa Mesa Police Department.
- (b) The person causing removal of a vehicle pursuant to subsection (a) of this section shall comply with all applicable requirements of California Vehicle Code 22658.
- (c) The provisions of subsection (a) of this section shall also apply to city-owned property and property rented or leased by the city from another person or entity; the request for removal may be made by any employee of the police department, who shall comply with the applicable provisions of section 10-69 of this Code.

(Ord. No. 85-12, § 2, 5-6-85)

§ 10-199 Failure to display handicapped parking placard.

It is unlawful for any person to fail to display a handicapped placard or license that has been lawfully issued to that person on any vehicle parked in a stall or space designated for handicapped persons pursuant to the vehicle code. Any violation of this section shall be subject to a civil penalty in the amount of \$35. For purposes of this section, handicapped placard or license shall mean the distinguishing placard issued pursuant to Vehicle Code section 22511.55 or 22511.59 or the special identification license plate issued pursuant to Vehicle Code section 5007.

(Ord. No. 00-15, § 1, 9-18-00)

Chapter XI
**STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON
CERTAIN STREETS**

Article 1

In General

§ 10-207 **Twenty-four-minute parking.**

- (a) *Green curb marking* shall mean no standing or parking for a period of time longer than 24 minutes at any time between 7:00 a.m. and 6:00 p.m. on any day except Sundays and holidays.
- (b) The transportation services engineer-manager is hereby authorized to establish and maintain, by appropriate signs, markings, or parking meters, twenty-four-minute, one-hour, or two-hour time limit parking zones. When said signs, parking meters, or curb markings are in place, it is unlawful for the operator of any vehicle to stop, stand or park a vehicle adjacent to any such legible curb marking or sign in violation of any of the provisions of this title.
- (c) The transportation services engineer-manager is hereby authorized to change the aforementioned parking time period, the hour or the days as set forth in this section.

(Code 1960, § 3411.0; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72; Ord. No. 87-26, § 2, 12-7-87)

§ 10-208 **One-hour parking.**

- (a) When authorized signs, parking meters or curb markings have been determined by resolution of the city council to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park said vehicle between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for a period of time longer than one hour.
- (b) The hour limitation, the hours during which it shall be effective and the days on which it shall be effective may be altered or changed from time to time by resolution duly adopted by the city council.

(Code 1960, § 3411.1; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72)

§ 10-209 **Two-hour parking.**

- (a) When authorized signs, parking meters or curb markings have been determined by resolution of the city council to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park said vehicle between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for a period of time longer than two hours.
- (b) The two-hour limitation, the hours during which it shall be effective and the days on which it shall be effective may be altered or changed from time to time by resolution duly adopted by the city council.

(Code 1960, § 3411.2; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72)

§ 10-210 **Parking parallel on one-way streets.**

- (a) Subject to other and more restrictive limitations, a vehicle may be stopped or parked within 18 inches of the left-hand curb facing the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.
- (b) In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such oneway roadway unless signs are in place permitting such standing and parking.
- (c) The transportation services engineer-manager is authorized to determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two or more separate roadways and shall erect signs giving notice thereof.

- (d) The requirement of parallel parking imposed by this section shall not apply in the event any commercial

vehicle is actually engaged in the process of loading or unloading freight or goods, in which case such vehicle may be backed up to the curb, provided that such vehicle does not extend beyond the center line of the street and does not block traffic thereby.

(Code 1960, § 3411.3; Ord. No. 66-35, 8-15-66)

§ 10-211 Diagonal parking.

- (a) On any of the streets or portions of streets or portions of streets established by resolution of the city council as diagonal parking zones, when signs or pavement markings are in place indicating such diagonal parking, it is unlawful for the operator of any vehicle to park said vehicle except at the angle to the curb indicated by such signs or pavement markings allotting space to parked vehicles and entirely within the limits of said allotted space, and with the front wheel nearest the curb within six inches of the curb.
- (b) The provisions of this section shall not apply when such vehicle is actually engaged in the process of loading or unloading passengers, freight or goods, in which event the provisions applicable in section 10-210 of this title shall be complied with.

(Code 1960, § 3411.4; Ord. No. 66-35, 8-15-66)

§ 10-212 Parking space markings.

- (a) The transportation services engineer-manager is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbings-curbs where authorized parking is permitted.
- (b) When such parking space markings are placed on the highway, subject to other and more restricted limitations, no vehicle shall be stopped, left standing or parked other than within a single space unless the size or shape of such vehicle makes compliance impossible.

(Code 1960, § 3411.5; Ord. No. 66-35, 8-15-66)

§ 10-213 No stopping zones.

The transportation services engineer-manager is hereby authorized to establish no stopping and no parking zones by placing and maintaining appropriate signs or curb markings. It is unlawful for the operator of any vehicle to stop said vehicle on any of the streets or parts of streets when restricted by the appropriate signs or markings.

(Code 1960, § 3411.6; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

Article 2

Restricted Parking on City-Owned Property

§ 10-214 Definition.

For purposes of this article, “vehicle” shall mean any truck, trailer, camper, motor van, house car, passenger automobile or other vehicle licensed to be driven or towed upon a public street or highway.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-215 Prohibited parking.

It is unlawful for any person, firm, corporation, or other entity to park other than city-owned or operated vehicles on city-owned property posted with signs as herein provided.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-216 Exceptions.

Section 10-215 shall not apply to persons having legitimate city business to conduct at said premises, vehicles belonging to persons attending city council, planning or traffic commission meetings, or departmental seminars, vehicles belonging to city officers and employees, or to any vehicle actively engaged in loading or unloading goods or merchandise, or any vehicle undergoing emergency repairs, or to any wrecker or similar vehicle actively engaged in the repair or construction of improvements on municipal parking facilities.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-217 Presumption.

Vehicles not falling within the previous section which are parked upon city-owned property on weekends, or during the hours of 5:00 p.m. to 8:00 a.m. on weekdays, when no evening meetings as described in section 10-216 above are being held, shall be presumed to be illegally parked.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-218 Posting.

Signs designating restricted parking and bearing the legend “parking for city business only,” pursuant to this article, shall be posted on such municipal property as otherwise provided by law.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-219 Penalty.

Violations herein shall be punishable under section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-220 Enforcement.

Any regularly employed and salaried police officer~~or~~, police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of this article. Vehicles found parked in violation of this article may be cited or removed in accordance with the provisions of section 10-69.

(Ord. No. 77-9, § 2, 2-22-77; Ord. No. 80-13, § 1, 8-18-80)

Article 3

Parking by Permit Only

§ 10-221 Parking of unpermitted vehicles prohibited.

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the city as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles and/or city-owned vehicles when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.1 Issuance of permits to residents.

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents of those areas where parking has been limited or prohibited pursuant to this article as

a residential permit parking zone.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.2 **Types of permits.**

(a) *Residential parking permits.*

- (1) Except as otherwise provided for in this article, a resident of a dwelling unit within an area that has been designated as a residential permit parking zone may be issued one parking permit per eligible driver by filing an application therefore with the public services department pursuant to the provisions of this article.
- (2) A motor vehicle that has been issued a parking permit for a residential parking zone shall be permitted to stand and/or park in that zone without being limited by the parking restrictions established pursuant to this article.
- (3) The maximum number of residential parking permits that shall be authorized to any one dwelling unit shall be four.

(b) *Guest parking permits.*

- (1) Each resident parking permit holder may apply for temporary guest parking permits for use by his or her guests in the parking zone where the permit holder resides by submitting an application therefore to the public services department.
 - (2) A parking permit holder may receive up to a maximum of 100 guest parking permits per year per dwelling unit, which must be displayed by guests of such permit holder.
- (c) *Residential permit parking policy.* The city council, the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, including, but not limited to, the establishment of residential permit parking zones and the criteria for the issuance, denial, revocation, duration and/or number of permits.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.2.5 **Definitions.**

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

Director means the director of the public servicesworks department or his or her designee.

Eligible driver means a licensed driver identified as the registered owner of a currently registered vehicle who resides in a dwelling unit within an area that has been designated as a residential permit parking zone.

Permit means a residential parking permit issued by the director pursuant to the provisions of this article.

Residential permit parking policy or *policy* means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221.2(c).

Residential permit parking zone or *zone* means a contiguous area within the city comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

(Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.3 Application for permit and action thereon.

- (a) To be issued a residential parking permit, each eligible driver shall provide the following to the public ~~worksservices~~ department:
- (1) The applicant's full, true name and home address, and proof of residence;
 - (2) The applicant's driver license;
 - (3) A valid and current vehicle registration and license plate number of the vehicle for which a permit is sought;
 - (4) The applicable fee; and
 - (5) Such other information set forth in the policy.
- (b) Staff shall issue a temporary permit to an eligible driver for a rented or borrowed registered vehicle where the eligible driver residing in a residential permit parking zone, demonstrates their own vehicle is unavailable for that driver's use for a temporary period. Such permits will expire upon the return to use of the originally permitted vehicle or its replacement.
- (c) Permits will not be issued for commercial vehicles that are registered to business addresses.
- (d) The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code.
- (e) Each type of permit applied for and/or renewed pursuant to this article shall be subject to a fee or fees as established by the city council.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.4 Duration of permits.

- (a) Residential parking permits shall be valid for one year, unless earlier revoked or terminated, provided however that a permit shall automatically terminate when the permit holder ceases to reside in the designated residential permit parking zone.
- (b) No residential parking permit issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.
- (c) Nothing in this article, nor any permit issued pursuant thereto, shall authorize a violation of section 10185.
- (d) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking zone or that permits are being used in a manner inconsistent with and/or in violation of the purposes of this article.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.5 Violations.

- (a) Parking a vehicle in violation of this article shall be an infraction.

- (b) It shall be a violation of this article and an infraction for any person to falsely represent himself or herself as eligible for a residential parking permit or to furnish false information in an application therefor.
- (c) It shall be a violation of this article and an infraction for any person issued a residential parking permit pursuant to this article to allow the use of such permit for a motor vehicle other than that for which the permit was issued. Any person who so uses a residential parking permit on a motor vehicle other than that for which it was issued is likewise guilty of a violation of this article, and an infraction.
- (d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.
- (e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article.
- (f) In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e) above.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-222 Parking on city property—Designation of “permit parking only” areas.

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.”

(Ord. No. 89-30, § 2, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

§ 10-223 Same—Prohibited parking.

When authorized signs have been posted and are in place giving notice of restrictions as provided in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle within an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle that has been issued a valid permit or exempted pursuant to section 10-221.

(Ord. No. 89-30, § 2, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

§ 10-224 Same—Enforcement.

Any regularly employed and salaried police officer or police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221.5 through 10-224 by issuing infraction citations.

(Ord. No. 89-30, § 3, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

Chapter XII STOPPING FOR LOADING OR UNLOADING ONLY

§ 10-225 Authority to establish loading zones.

- (a) The city transportation services ~~engineer~~ manager is hereby authorized to determine and to mark loading zones and passenger loading zones as follows:
 - (1) At any place in any business district.
 - (2) Elsewhere in front of the entrance to any place of business or in front of any hall or place used for the

purpose of public assembly.

- (b) In no event shall more than one-half ($\frac{1}{2}$) of the total curb length in any block be reserved for loading zone purposes.
- (c) Loading zones shall be indicated by yellow paint upon all curbs within such zones.
- (d) Passenger loading zones shall be indicated by white paint upon all curbs in said zones.

(Code 1960, § 3412.0; Ord. No. 66-35, 8-15-66)

§ 10-226 Curb markings to indicate no stopping and parking regulations.

The transportation services engineer-manager is hereby authorized, subject to the provisions and limitations of this title, to place, and when required herein shall place, the following curb markings to indicate parking or standing regulations, which curb markings shall have the following meanings:

- (a) *Red* shall mean no stopping, standing or parking at any time except as permitted by the vehicle code, and except that a bus may stop in a red zone marked or signed as a bus zone.
- (b) *Yellow* shall mean no stopping, standing or parking at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than 20 minutes.
- (c) *White* shall mean no stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three minutes and such restrictions shall apply between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays and except as follows:
 - (1) When such zone is in front of a theater, restrictions shall apply at all times except when such theater is closed.
 - (2) When such zone is in front of a church, hotel or mailbox, the restrictions shall apply at all times.
- (d) When the transportation services engineer-manager as authorized under this title has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section.

(Code 1960, § 3412.1; Ord. No. 66-35, 8-15-66)

§ 10-227 Effect of permission to load or unload.

- (a) Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials shall apply only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than 20 minutes.
- (b) The loading or unloading of materials shall apply only to commercial deliveries, also the delivery or pickup of express and parcel post packages and United States mail.
- (c) Permission herein granted to stop or park for purposes of loading or unloading passengers shall include the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor and in no event for more than three minutes.
- (d) Within the total time limits above specified, the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the

privileges hereby granted.

(Code 1960, § 3412.2; Ord. No. 66-35, 8-15-66)

§ 10-228 Standing for loading or unloading only.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in section 10-227.

(Code 1960, § 3412.3; Ord. No. 66-35, 8-15-66)

§ 10-229 Standing in passenger loading zone.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in section 10-227.

(Code 1960, § 3412.4; Ord. No. 66-35, 8-15-66)

§ 10-230 Standing in alley.

No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of persons or materials in any alley.

(Code 1960, § 3412.5; Ord. No. 66-35, 8-15-66)

§ 10-231 Bus zones.

The transportation services ~~engineer-manager~~ is hereby authorized to establish bus zones opposite curb space for the loading and unloading of buses or common carriers of passengers, to determine the location thereof, and to paint the curb red at said bus zone curb space.

(Code 1960, § 3412.6; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-232 Buses transporting minor children.

All buses, except those specifically exempted in section 10-235, transporting minor children under 18 years of age either gratuitously or for compensation, shall, while operating within the city, carry in addition to the driver an adult person 18 years of age or over.

(Code 1960, § 3412.7; Ord. No. 66-35, 8-15-66)

§ 10-233 Duty of accompanying nondriver adult.

At all stops made on city streets by buses for the purpose of discharging minor children from the buses, the accompanying nondriver adult shall precede the minor children from the bus, and shall then accompany them across any street that such minor children must cross.

(Code 1960, § 3412.8; Ord. No. 66-35, 8-15-66)

§ 10-234 ~~Reserved. Accompanying nondriver adult to carry vehicle warning device.~~

~~Every nondriver adult riding on buses transporting minor children shall carry a vehicle warning device to be provided by the city, and shall, when accompanying a minor child or children across any street, use such vehicle warning device.~~

~~(Code 1960, § 3412.9; Ord. No. 66-35, 8-15-66)~~

§ 10-235 Exceptions to sections 10-232, and 10-233 ~~and 10-234~~.

The provisions of sections 10-232, and 10-233 ~~and 10-234~~, inclusive, shall not apply to the following buses transporting minor children within the city:

(a) Any school bus, either public or private, regulated by the State of California.

(b) Any commercial carrier buses regulated by the State of California.

(Code 1960, § 3412.10; Ord. No. 66-35, 8-15-66)

Chapter XIII RESTRICTED USE OF CERTAIN STREETS

~~§ 10-247 Advertising vehicles.~~

~~No person shall operate or drive any vehicle used for advertising purposes or any advertising vehicle equipped with a sound amplifying or loudspeaking device upon any street or alley at any time without first securing a permit to do so from the city council, or its designate.~~

~~(Code 1960, § 3413.0; Ord. No. 66-35, 8-15-66)~~

§ 10-248 Truck routes.

- (a) Whenever any resolution of the city council designates and describes any street or portion thereof as a street the use of which is permitted by any vehicle exceeding a maximum gross weight of 10,000 pounds.
- (b) When any such truck route is established and designated by appropriate signs, the operator of any vehicle exceeding a maximum gross weight limit of 10,000 pounds shall drive on such route and none other, except that the operator of any vehicle exceeding a maximum gross weight of 10,000 pounds coming from a truck route may use restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained. The phrase “maximum gross weight” used in this section shall have the same meaning as the phrase “manufactured gross vehicle weight rating” defined in the California Vehicle Code section 390.
- (c) The provisions of this section shall not apply to:
 - (1) Passenger buses under the jurisdiction of the Public Utilities Commission, Metropolitan Transit Authority; or
 - (2) Any vehicle owned by a public utility while necessarily in use in the construction, installation of or repair of any public utility.
- (d) Those streets and parts of streets established by resolution of the city council are hereby declared to be the truck routes for the movement of vehicles exceeding a maximum gross weight of 10,000 pounds.
- (e) The use of any street or part of any street not established as part of the truck route is hereby prohibited by any commercial vehicle (as defined by California Vehicle Code section 260) exceeding a maximum gross weight of 10,000 pounds, except as allowed in subsections (b) and (c) above. Appropriate signs shall be posted as designated by the California Department of Transportation “Traffic Manual” in accordance with criteria established by the transportation services manager of the City of Costa Mesa, showing which streets are truck routes. It is unlawful for any person to operate or park, or cause to be operated or parked, any vehicle in violation of this provision.

(Code 1960, § 3413.1; Ord. No. 66-35, 8-15-66; Ord. No. 86-22, § 2, 11-17-87; Ord. No. 92-4, § 2, 2-3-92)

§ 10-249 Load limit.

The transportation services ~~engineer-manager~~ is hereby authorized to establish and post signs giving notice of a maximum load limit of 6,000 pounds per vehicle on any street or part of a street which is not a truck route.

(Ord. No. 75-51, § 2, 11-3-75; Ord. No. 87-26, § 2, 12-7-87)

§ 10-250 Penalty.

Exceeding the load limit as set forth in section 10-249 shall be deemed a misdemeanor and shall be punishable as set forth in section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 75-51, § 2, 11-3-75)

Chapter XIV PARKING METERS

§ 10-261 Parking meter zones.

- (a) Parking meter zones are those streets or portions of streets established by ordinance of the city council as zones within which the parking of vehicles shall be controlled, regulated and inspected with the aid of parking meters.
- (b) The city transportation services ~~engineer-manager~~ shall cause parking meters to be installed and maintained in all parking meter zones, once said zones have been created by the city council.

(Code 1960, § 3414.0; Ord. No. 66-35, 8-15-66)

§ 10-262 Manner of installation.

- (a) Parking meters shall be installed upon the curb or sidewalk area immediately adjacent to each parking space. Each meter shall be placed in such a manner as to show or display by a sign or signal that the parking space thereto is or is not legally in use.
- (b) Each parking meter shall be set to display, after the operational procedure has been completed, a sign or signal indicating legal parking for that period of time conforming to the limit of parking time for the zone in which said parking meter is installed, and shall continue to operate from the time of the completion of the operational procedure until the expiration of the time fixed as the parking limit or a portion thereof for the part of the street upon which said meter is placed. Each said meter shall also be so arranged that upon the expiration of said legal parking time, it will indicate by a mechanical operation and by proper signal that the lawful parking period has expired.

(Code 1960, § 3414.1; Ord. No. 66-35, 8-15-66)

§ 10-263 Time of operation of parking meters.

The provisions of this chapter relating to the operation of parking meters shall be effective between the hours of 9:00 a.m. and 6:00 p.m. of every day except Sundays and holidays.

(Code 1960, § 3414.2; Ord. No. 66-35, 8-15-66)

§ 10-264 Operational procedure to be followed.

Immediately after occupancy of a parking meter space, the operator of a vehicle shall ~~deposit a coin of the United States~~provide payment in the parking meter ~~and if necessary turn a crank, knob or handle or online application~~ in accordance with the instructions posted on the face of the parking meter or applicable signage.

(Code 1960, § 3414.3; Ord. No. 66-35, 8-15-66)

§ 10-265 Unlawful to park after meter time has expired.

No operator of any vehicle shall permit said vehicle to remain parked in any parking space during any time that the meter is showing a signal indicating that such space is illegally in use other than such time immediately after the original occupancy as is necessary to operate the meter to show legal parking.

(Code 1960, § 3414.4; Ord. No. 66-35, 8-15-66)

§ 10-266 Unlawful to extend time beyond limit.

No person shall follow the operational procedure or any part of the operational procedure for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space adjacent to which said parking meter is placed.

(Code 1960, § 3414.5; Ord. No. 66-35, 8-15-66)

§ 10-267 Improper use of meter.

No person shall deposit or cause to be deposited in any parking meter any defaced or bent coin, or any slug, device or metallic substitute for a coin of the United States, nor shall any person deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.

(Code 1960, § 3414.6; Ord. No. 66-35, 8-15-66)

§ 10-268 Reserved. Deposit of coins in meter by unauthorized person.

~~No person, other than the owner or operator of a vehicle, shall deposit any coin in any parking meter without the knowledge or consent of the owner or operator of the vehicle using the parking space immediately adjacent to the meter.~~

~~(Code 1960, § 3414.7; Ord. No. 66-35, 8-15-66)~~

§ 10-269 Parking meters and parking meter standards not to be used for certain purposes.

No person shall attach anything to or allow a bicycle, news rack or any other article or thing to lean against a parking meter or a parking meter standard.

(Code 1960, § 3414.8; Ord. No. 66-35, 8-15-66)

§ 10-270 Rule of evidence.

The parking or standing of any motor vehicle in a parking space, at which space the parking meter displays the sign or signal indicating illegal parking, shall constitute prima facie evidence that the vehicle has been parked or allowed to stand in such space for a period longer than permitted by this chapter.

(Code 1960, § 3414.9; Ord. No. 66-35, 8-15-66)

§ 10-271 Use of money deposited in parking meters.

All monies collected from parking meters in the city shall be placed in a special fund, hereby established and designated as the "Parking Fund," which fund shall be devoted exclusively to the following purposes:

- (a) For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and policing of parking meters in the city and for the payment of any and all expenses relating or incidental thereto.
- (b) For the purchasing, leasing, acquiring, improving, operating and maintaining of off-street parking facilities in the city.
- (c) For the proper regulation, control and inspection of parking and traffic upon the public streets.

(Code 1960, § 3414.10; Ord. No. 66-35, 8-15-66)

§ 10-272 Application of other chapters.

No section of this chapter shall be construed as permitting any parking in violation of any other provision of this title.

(Code 1960, § 3414.11; Ord. No. 66-35, 8-15-66)

Chapter XV VEHICLE PARKING DISTRICTS

Article 1 In General

~~§ 10-284 Board of parking place commissioners; term.~~

~~(a) The two three member commissions for vehicle parking districts 1 and 2 are hereby merged into one five member commission.~~

~~(b) The redevelopment agency board members as presently constituted or hereafter appointed are the members of the new parking place commission. In the event of a vacancy within the redevelopment agency, an automatic vacancy will result on the board of parking place commissioners until such vacancy within the redevelopment agency is filled. The terms of the board of parking place commissioners shall run concurrently with the terms of the redevelopment agency board members.~~

~~(Code 1960, § 2515; Ord. No. 76-43, § 2, 9-7-76)~~

§ 10-285 Two-hour parking in districts.

- (a) There is hereby established for all off-street parking places owned and/or operated by and under the control of the parking commission under the city council, within Costa Mesa Vehicle Parking District 1 a parking limit of two hours between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays.
- (b) This section shall be effective upon the posting of appropriate signs marking such parking lots for two hour parking.
- (c) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$50 or by imprisonment in the county jail for not more than five days, or by both such fine and imprisonment.

(Res. No. 655, §§ 1—3, 10-19-59; Ord. No. 97-3, § 1, 2-18-97)

Article 2 Vehicle Parking District No. 1

§ 10-294 Formation.

The city council hereby declares that Vehicle Parking District No. 1, wholly located in the incorporated territory of the city as hereinafter described, is hereby formed pursuant to the Vehicle Parking District Law of 1943. The boundaries of said district are hereby fixed, established and defined as follows:

Beginning at the point of intersection of the centerline of Newport Avenue and the northwesterly prolongation of the northeasterly line of Lot 2, Block “B,” of Harper, as said Newport Avenue and Lot 2 are shown on a map thereof recorded in Book 6, page 27, of Miscellaneous Maps, records of Orange County, California; thence southeasterly along the northwesterly prolongation of the northeasterly line of said Lot 2 and along said northeasterly line and the southeasterly prolongation thereof to an intersection with the

centerline of the alley, 10.00 feet in width, as shown on said map of Harper; thence northeasterly along said centerline of alley to an intersection with the northwesterly prolongation of the northeasterly line of Lot 25 of Tract No. 847 as shown on a map thereof recorded in Book 26, page 7 of Miscellaneous Maps, records of Orange County; thence southeasterly along the said northwesterly prolongation of the northeasterly line of Lot 25 and along the northeasterly line of Lots 25, 26, 27, 28 and 29 of said Tract No. 847 to the most easterly corner of said Lot 29; thence southwesterly along the southeasterly line of said Lot 29 to the most southerly corner thereof; thence southwesterly in a direct line to the most easterly corner of Lot 16 of said Tract No. 847; thence southwesterly along the southeasterly line of said Lot 16 and the southwesterly prolongation thereof to an intersection with the centerline of the alley, 15.00 feet in width, as shown on said map of Tract No. 847; thence northwesterly along the centerline of said alley to an intersection with the centerline of the alley, 10.00 feet in width, lying southeasterly of Lots 5 to 12 inclusive of Block "A" of said Harper; thence southwesterly along the centerline of alley and along the northwesterly line of Lot 17, Block "A" of said Harper to a point 111.00 feet northeasterly of the most westerly corner of said Lot 17; thence southeasterly along a line parallel to the southwesterly line of said Lot 17 to a point 5.00 feet northwesterly of the southeasterly line of said Lot 17; thence northeasterly along a line parallel to said southeasterly line of said Lot 17 to a point 165.00 feet southwesterly of the northeasterly line of said Lot 17; said northeasterly line of Lot 17 being the centerline of Magnolia Street; thence southeasterly along a line parallel to the said northeasterly line of Lot 17 and the northeasterly line of Lot 16, Block "A" of Harper 54.00 feet; thence southwesterly along a line parallel to the said southeasterly line of Lot 17 to a point in the southwesterly line of said Lot 16; thence in a direct line to the most easterly corner of Lot 7, Tract No. 337, as shown on a map thereof recorded in Book 14, page 44 of Miscellaneous Maps, records of Orange County; thence southwesterly along the southeasterly line of Lot 7, 150.00 feet; thence northwesterly along a line parallel to the northeasterly line of said Lot 7 to the most southerly corner of Lot 6 of said Tract No. 337; thence northeasterly along the southeasterly line of Lot 6 to the most easterly corner thereof; thence northwesterly along the northeasterly line of said Lot 6 and the northwesterly prolongation thereof to an intersection with the centerline of the alley, 15.00 feet in width, as shown on said map of Tract No. 337; thence southwesterly along the centerline of said alley to point of intersection with the southeasterly prolongation of the southwesterly line of Lot 5 of said Tract No. 337; thence northwesterly along the said southeasterly prolongation of the southwesterly line of Lot 5 and the southwesterly line of said Lot 5 and the northwesterly prolongation thereof to an intersection with the centerline of Newport Avenue as shown on said map of Tract No. 337; thence southwesterly in a direct line to the point of intersection of the centerline of Newport Avenue with the centerline of 18th Street as shown on a map of Tract No. 18. First addition to Harper, recorded in Book 9, page 20 of Miscellaneous Maps, records of Orange County, California; thence westerly along the said centerline of 18th Street to an intersection with the centerline of the alley, 20.00 feet in width, lying within Block "C" of said Tract No. 18; thence northeasterly along said centerline of alley to an intersection with the centerline of Center Street, formerly Balboa Street, as shown on a map of said Tract No. 18; thence easterly along the centerline of Center Street to the intersection with the westerly line of Lot 16, Block "A," Tract 18, as said tract is laid out and shown on a map thereof recorded in Book 9, page 20 of Miscellaneous Maps, records of Orange County, California; thence southerly along said westerly line of Lot 16, to the intersection with the southeasterly line of Block "A," Tract 18; thence northeasterly along said line to its intersection with the easterly prolongation of the centerline of Center Street; thence easterly along said extension to the intersection with the centerline of Newport Avenue as Newport Avenue is shown on said map of Harper; thence northeasterly along said centerline of Newport Avenue to the point of beginning.

(Code 1960, § 2516)

§ 10-295 **Designation of district.**

The vehicle parking district set forth in section 10-294 shall be designated as "Vehicle Parking District No. 1 of the City of Costa Mesa."

[\[Image\]](#)

(Code 1960, § 2517)

Chapter XVI **(RESEVERED) TRAINS**

~~§ 10-318 Railway gates.~~

~~No person shall drive any vehicle through, around or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed.~~

~~(Code 1960, § 3415.0; Ord. No. 66-35, 8-15-66)~~

~~§ 10-319 Trains not to block crossings.~~

~~No person shall cause or permit any railway train or railway car or similar vehicle on rails to stop or stand or to be operated in such a manner as to prevent the use of any street for the purpose of travel for a period of time longer than 10 minutes, except that this provision shall not apply to railway trains, cars, or similar vehicles on rails while blocking or obstructing a crossing because of an accident which requires the operator of the train, car or similar vehicle on rails to stop at or near the scene of the accident.~~

~~(Code 1960, § 3415.1; Ord. No. 66-35, 8-15-66)~~

Chapter XVII **SPECIAL SPEED ZONES**

§ 10-331 Increasing state speed limit in certain zones.

The transportation services engineer-manager is hereby authorized to post signs for speed limits which are established either by resolution of the city council or by staff upon the basis of an engineering and traffic survey, when the speed permitted by state law upon streets within the city is less than is necessary for safe operation of vehicles thereon. It is hereby declared that the prima facie speed limit shall be as posted on those streets or parts of streets designated when signs are erected giving notice thereof. All current posted limits are to remain in place unless changes are determined by an engineering and traffic survey and by resolution of the city council.

(Code 1960, § 3416.0; Ord. No. 66-35, 8-15-66; Ord. No. 67-5, 3-20-67; Ord. No. 6710, 4-17-67; Ord. No. 67-28, 9-5-67; Ord. No. 69-19, 8-18-69; Ord. No. 70-38, 9-8-70; Ord. No. 70-39, 9-21-70; Ord. No. 71-1, 1-18-71; Ord. No. 71-36, § 1, 12-6-71; Ord. No. 72-31, § 1, 8-21-72; Ord. No. 73-31, § 1, 8-20-73; Ord. No. 76-42, § 1, 9-7-76; Ord. No. 77-13, § 1, 4-4-77; Ord. No. 78-23, § 1, 5-1-78; Ord. No. 85-36, § 1, 1-6-86; Ord. No. 87-26, § 2, 12-7-87)

§ 10-332 Decrease of state law maximum speed.

The transportation services engineer-manager is hereby authorized to post signs for speed limits which are established either by resolution of the city council or by staff upon the basis of an engineering and traffic survey, when the speed permitted by state law outside of business and residential districts, as applicable upon streets within the city, is greater than is reasonable or safe under the conditions found to exist upon such streets. It is hereby declared that the prima facie speed limit shall be as posted on those streets or parts of streets designated when signs are erected giving notice thereof. All current posted limits are to remain in place unless changes are determined by an engineering and traffic survey and by resolution of the city council.

(Code 1960, § 3416.1; Ord. No. 66-35, 8-15-66; Ord. No. 67-10, 4-17-67; Ord. No. 67-28, 9-5-67; Ord. No. 67-35, 11-20-67; Ord. No. 68-33, 8-19-68; Ord. No. 68-38, 10-21-68; Ord. No. 69-19, 8-18-69; Ord. No. 70-8, 2-16-70; Ord. No. 70-15, 3-16-70; Ord. No. 70-24, 6-22-70; Ord. No. 70-37, 8-17-70; Ord. No. 72-1, § 2,

1-17-72; Ord. No. 72-7, § 1, 2-22-72; Ord. No. 72-16, § 1, 6-5-72; Ord. No. 73-45, § 1, 1-7-74; Ord. No. 75-28, § 1, 5-20-75; Ord. No. 75-59, § 1, 2-1-75; Ord. No. 76-26, §§ 1, 2, 6-7-76; Ord. No. 76-46, § 1, 10-4-76; Ord. No. 78-37, § 1, 9-5-78; Ord. No. 79-26, § 1, 12-3-79; Ord. No. 84-34, § 1, 8-20-84; Ord. No. 85-35, §§ 1, 2, 11-4-85; Ord. No. 85-34, § 1, 11-9-85; Ord. No. 87-26, § 2, 12-7-87)

§ 10-333 Regulation of speed by traffic signals.

The city transportation services ~~engineer~~manager is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and shall erect appropriate signs giving notice thereof.

(Code 1960, § 3416.2; Ord. No. 66-35, 8-15-66)

Chapter XVIII INTERSTATE TRUCKS

§ 10-345 Purpose.

The purpose of this chapter is to establish procedures for designation of terminals, and truck routes to terminals, for interstate trucks operating on a federally designated highway system.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-346 Definitions.

The following words and phrases shall have the meanings set forth, and if any word or phrase used in this chapter is not defined in this section, it shall have the meaning set forth in the California Vehicle Code; provided that if any such word or phrase is not defined in the vehicle code, it shall have the meaning attributed to it in ordinary usage:

Caltrans means the State of California Department of Transportation or its successor agency.

Interstate truck means a truck tractor and semi-trailer or truck tractor, semi-trailer and trailer with unlimited length as regulated by the vehicle code.

Terminal means any facility at which freight is consolidated to be shipped or where full load consignments may be loaded and off-loaded or at which the vehicles are regularly maintained, stored or manufactured.

Transportation ~~engineer~~Manager means the transportation services ~~manager~~engineer of the City of Costa Mesa or ~~his~~their authorized representative.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-347 Application.

- (a) Any interested person requiring terminal access, using Costa Mesa highways, for interstate trucks from the federally designated highway system shall submit an application, on a form provided by the city, together with such information as may be required by the transportation ~~engineer~~manager, and appropriate fees to the City of Costa Mesa.
- (b) Upon receipt of the application, the transportation ~~engineer~~manager will cause an investigation to be made to ascertain whether or not the proposed terminal facility meets the requirements for an interstate truck terminal. Upon his approval of that designation, he will then determine the capabilities of the route requested and of alternate routes, whether requested or not. Determination of route capability will include, without limitation, a review of adequate turning radius and lane widths of ramps, intersections and highways, and general traffic conditions such as sight distance, speed, and traffic volumes. No

access from the California State highways system will be approved without the approval of Caltrans.

- (c) Should the requested route pass through the City of Costa Mesa to a terminal located in another jurisdiction, the route shall not be designated until the applicant also complies with that jurisdiction's application process. Costs for trailblazer signs shall be as provided in section 10-348(b).

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-348 Fees and costs.

- (a) The applicant shall pay a nonrefundable application fee, as established by the city council by resolution, sufficient to pay the cost of the review of the terminal designation and the review of the route and alternate route.
- (b) Upon the approval of the terminal designation and route by the City of Costa Mesa and by Caltrans, the applicant shall deposit with the City of Costa Mesa sufficient funds as estimated by the transportation ~~engineer~~ manager to pay for the purchase and installation of terminal trailblazer signs. Trailblazer signs will be required at every decision point in the city along the route to the terminal. Upon completion of the installation of the signs, the actual cost shall be computed, and any difference between the actual and the estimated cost shall be billed or refunded to the applicant, as appropriate. No terminal or route may be used until all required signs are in place. Costs for trailblazer signs may be reapportioned in accordance with the procedures in section 10-349(d).

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-349 Retrofitting.

- (a) If all feasible routes to a requested terminal are found unsatisfactory by the transportation ~~engineer~~ manager, the applicant may request retrofitting the deficiencies. All costs of engineering, construction and inspection will be the responsibility of the applicant. Except when the retrofitting of the deficiencies is within the jurisdiction of Caltrans, the actual construction will be done by the city or by a contractor for the applicant acceptable to the city.
- (b) When the work is to be done by the city, the applicant shall deposit with the City of Costa Mesa funds equal to the estimated cost of retrofitting. Adjustments between the estimated and actual cost shall be made after completion of the work, and any difference between the actual and the estimated cost shall be billed or refunded to the applicant as appropriate.
- (c) When the work is done by the applicant's contractor, the applicant may file with the transportation ~~engineer~~ manager, on a form satisfactory to the transportation ~~engineer~~ manager, a statement detailing the actual costs of the retrofitting.
- (d) If, at any time within five years from the date of completion of the retrofitting, any other applicant should seek terminal access approval which would use the route upon which such retrofitting was accomplished, any such applicant's fee may include that applicant's proportionate share of the cost of retrofitting, as determined by the transportation ~~engineer~~ manager, which fee shall be disbursed by the City of Costa Mesa to the applicant who paid for the retrofitting as well as to any other applicant who contributed to the cost of retrofitting under this subsection. Nothing herein shall require the payment of a proportionate share of the fee if the applicant doing the work failed to file with the transportation ~~engineer~~ manager the report cost statement required by subsection (c) above.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-350 Revocation of route.

The transportation ~~engineer~~ manager may revoke any approved terminal or route if the terminal or route

becomes a hazard to vehicular traffic. A safety hazard exists when interstate trucks are unable to negotiate the route or when said vehicles cause unsafe conditions for other vehicular traffic or for pedestrians.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-351 Appeal process.

- (a) If the transportation ~~engineer-manager~~ denies an application for terminal designation or route feasibility or revokes a previously approved terminal or route, the applicant/terminal owner, within 10 days following the date of mailing of the decision of the transportation ~~engineermanager~~, may appeal said decision to the city council in writing. An appeal shall be filed with the city clerk. The appeal shall state specific facts showing an error or abuse of discretion by the transportation ~~engineer-manager~~ or that the decision is not supported by the evidence in the record. Within five days of the filing of an appeal, the transportation ~~engineer-manager~~ shall transmit to the city clerk the terminal application, the sketches of the revoked route and all other data filed therewith, the report of the transportation ~~engineermanager~~, the findings of the transportation ~~engineer-manager~~ and ~~his-their~~ decision on the application.
- (b) The city clerk shall make copies of the data provided by the transportation ~~engineer-manager~~ available to the applicant and to the appellant (if the applicant is not the appellant) for inspection, and may give notice to any other interested party who requested notice, of the time when the appeal will be considered by the city council.
- (c) If Caltrans, and not the transportation ~~engineermanager~~, denies or revokes terminal access from a state highway, no appeal may be made to the city council, but any appeal must be made to Caltrans as may be permitted by Caltrans.

(Ord. No. 85-5, § 2, 3-18-85)

Chapter XIX

**SOLICITATION OF EMPLOYMENT, BUSINESS, OR CONTRIBUTIONS FROM
STREETS AND CERTAIN COMMERCIAL PARKING LOTS**

§ 10-354 (Reserved)

(Ord. No. 13-03, § 1, adopted October 1, 2013, repealed § 10-354.)

§ 10-354.1 Prohibition of solicitation in commercial parking areas.

- (a) No person in a commercial parking area shall solicit employment, business or contributions of money where the owner has posted a sign on the premises complying with this section giving notice of the prohibition. This prohibition does not apply to walkways, plazas, or other areas adjacent to a parking area which are primarily intended for the congregation of persons and communication between persons of any kind, does not apply to premises which are intended or required by law to be open to the public for communicative purposes pursuant to *Pruneyard Shopping Center v. Robins*, 447 U.S. 74 (1980), and does not apply to only distribution of literature.
- (b) The sign shall comply with each of the following requirements:
 - (1) Be posted in a conspicuous place making it easily viewable by persons entering or standing in the commercial parking area. Where necessary to be easily viewable due to the size or configuration of the area, more than one sign shall be posted.
 - (2) Have a size of not less than eighteen by 24 inches and not exceeding a total area of six square feet.
 - (3) Contain a notice with lettering not less than one inch in height in substantially the following form:
“It is prohibited and illegal to solicit employment, business or contributions of money anywhere in this

parking area without the owner's written authorization by order of the owner. CMMC 10-354.1"

The notice may be written in English or in English and Spanish, at the owner's discretion.

- (c) Where a sign (or signs) is posted in a commercial parking area complying with this section, there is a presumption it was posted by the owner.
- (d) An owner who has posted such a sign in a commercial parking area shall send written notification of the prohibition to the chief of police containing a map showing the legal boundaries of the owner's property and of the commercial parking area thereon and the name, address and telephone number of the owner or the owner's property manager agent.

(Ord. of 02-7, § 1, 4-1-02; Ord. No. 05-7, § 3, 4-26-05; Ord. No. 05-8, § 2, 5-3-05)

§ 10-354.2 **Definitions.**

As used in this chapter:

~~Actively solicit shall mean solicitation accompanied by action intended to attract the attention of a person in a vehicle traveling in the street such as waving arms, making hand signals, shouting to someone in a traveling vehicle, jumping up and down, waving signs pointed so as to be readable by persons in traveling vehicles, quickly approaching nearer to vehicles which are not lawfully parked, and entering the roadway portion of a street. "Actively solicit" does not include peaceably standing on a sidewalk, or on a parkway on any street segment without a sidewalk, with a sign seeking employment, contributions or business; distribution of literature to pedestrians or occupants of legally parked vehicles; or verbally communicating desire or availability for employment, contributions or business to pedestrians or to persons in lawfully parked vehicles.~~ (2) *Commercial parking area* shall mean privately owned property open to the public and used primarily for the parking of vehicles of customers, guests, and/or employees of nearby business establishments.

~~Curb shall mean the lateral boundary of the roadway, whether or not such curb is marked by curbing construction; however, the word "curb" shall not include the line dividing the roadway of a street from parking strips in the center of a street, nor from tracks or rights-of-way of public utility companies.~~

Employment shall mean and include services, industry or labor performed by a person for wages, or other compensation or under any contract of hire, written, oral, express or implied.

~~Median shall mean a paved or planted area separating a street, or highway, into two or more lanes or directions of travel.~~

Owner shall mean the fee owner of a commercial parking area, the lessee of an entire commercial parking area, or the property manager agent of such fee owner or lessee.

~~Parkway shall mean the area of a public street that lies between the curb and the adjacent property line or physical boundary definition (such as a sidewalk), which is used for landscaping and/or passive recreational purposes.~~

~~Sidewalk shall mean that portion of the public right-of-way which is between the curbface and the parallel edge of the pavement furthest from the curb but still within the public right-of-way where the sidewalk is contiguous with the curb, or that portion of the public right-of-way which is a paved area between a parkway and adjacent private or public property, which is generally used by pedestrians and persons in non-motorized vehicles. Sidewalk does not include median.~~

Solicit shall mean and include any request, offer, enticement, or action which announces the availability for

or of employment, the sale of goods, or other request for funds; or any request, offer, enticement or action which seeks to purchase or secure goods or employment, or to make a contribution of money. As defined herein, a solicitation shall be deemed complete when made whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money takes place.

~~Street shall mean all of the area dedicated to public use for public street purposes and shall include, but not be limited to, roadways, parkways, medians, alleys, sidewalks, driveways, curbs, and public ways.~~

~~Traveling along a street shall mean a vehicle being operated on a street, excluding vehicles lawfully parked at the edge of a street or temporarily, lawfully stopped at a marked passenger loading zone.~~

(Ord. No. 02-7, § 1, 4-1-02; Ord. No. 05-7, § 4, 4-26-05; Ord. No. 05-8, § 3, 5-3-05)

Chapter XX

MOTOR VEHICLE AIR POLLUTION REDUCTION

§ 10-355 Purpose.

This chapter is intended to support the SCAQMD's imposition of the motor vehicle registration fee and to establish a fund to assist the city in complying with the requirements set forth in section 44223 of the California Health and Safety Code in order to receive fee revenues for the purpose of implementing programs to reduce air pollution from motor vehicles.

(Ord. No. 91-17, § 2, 7-1-91)

§ 10-356 Definitions.

As used in this chapter the following words and terms shall have the meaning ascribed thereto:

City shall mean the City of Costa Mesa.

Fee administrator shall mean the finance director of the city or the designee of the director.

Mobile source air pollution reduction programs shall mean any program or project implemented by the city to reduce air pollution from motor vehicles which it determines will be consistent with the California Clean Air Act of 1988 or the plan proposed pursuant to Article 5 (commencing with section 40460) of Chapter 5.5 of Part 3 of the California Health and Safety Code and section 65089 of the California Government Code.

(Ord. No. 91-17, § 2, 7-1-91)

§ 10-357 Administration of motor vehicle registration fee.

- (a) Receipt of fee: The additional motor vehicle registration fees disbursed by the SCAQMD and remitted to the city, pursuant to this chapter, shall be accepted by the fee administrator.
- (b) Establishment of air quality improvement trust fund: The fee administrator shall establish a separate interest bearing trust fund account in a financial institution authorized to receive deposits of city funds.
- (c) Transfer of funds: Upon receipt of vehicle registration fees, the fee administrator shall deposit such funds into the separate account established pursuant to subsection (b) above. All interest earned by the trust fund account shall be credited only to that account.
- (d) Expenditure of air quality trust fund revenues: All revenues received from the SCAQMD and deposited in the trust fund account shall be exclusively expended on mobile source emission reduction programs as defined in subsection (b) of section 10-356. Such revenues and any interest earned on the revenues shall be expended within one year of the completion of the programs.

- (e) Audits: All programs and projects funded by motor vehicle registration fee revenues received from the SCAQMD pursuant to section 44223 of the Health and Safety Code are subject to an audit to be conducted by an independent auditor selected by the SCAQMD as provided in Sections 44244 and 44244.1(a) of the Health and Safety Code.

(Ord. No. 91-17, § 2, 7-1-91)

Chapter XXI COMMERCIAL VENDING VEHICLES

§ 10-358 **Purpose and findings.**

The city council of the City of Costa Mesa finds that commercial vending vehicles pose traffic hazards, public health hazards and impact the safety of residents within the City of Costa Mesa. The intent of this chapter is to provide clear and concise regulations to ensure public safety and prevent traffic and health hazards. This chapter is also intended to preserve the peace and welfare of the residents of the City of Costa Mesa.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-359 **Definitions.**

For the purposes of this chapter:

Chief of police shall mean the police chief or his or her designee.

City attorney shall mean the city attorney or his or her designee.

City planning commission shall mean the planning commission.

City treasurer shall mean the city treasurer or his or her designee.

Commercial vending vehicle shall mean any vehicle, as that term is defined in the California Vehicle Code, which is equipped or primarily used for retail sales of fruits, vegetables or produce or non-food sundries, including but not limited to goods, wares or merchandise, and/or prepared, prepackaged, unprepared, unpackaged food of any kind or any goods, wares or merchandise on any public street, alley or highway or private street or alley within the City of Costa Mesa. The inventory of these vehicles is not necessarily limited to edible items and may include non-food sundries. A human powered device is not a commercial vending vehicle.

Director of development services shall mean the director of development services or his or her designee.

Goods or merchandise includes items and products of every kind and description, including all foods, produce and beverage items.

Human powered device shall mean any device moved by human power, including but not necessarily limited to any pushcart, wagon, bicycle as defined in § 10-4(a), tricycle, grocery cart, or other wheeled container or conveyance.

Mobile vendor shall mean any person as defined in this chapter who:

- (1) Owns, controls, manages and/or leases a commercial vending vehicle; and/or
- (2) Contracts with a person(s) to drive, operate, prepare foods and/or vend from a commercial vending vehicle.

Operator as used in this chapter, shall mean any and all person(s) who drive, operate, prepare foods and/or vend from a commercial vending vehicle.

Person shall mean any natural person, firm, partnership, association, corporation, or other entity of any kind or nature.

Public property shall mean any real property, or interest therein, owned, leased, operated, or otherwise controlled by the City of Costa Mesa other than a street, alley, parkway or sidewalk.

Restocking shall mean any transfer of goods or merchandise to a commercial vending vehicle from any other person or vehicle and includes, but is not limited to loading and delivery.

Risk manager shall mean the city's risk manager or his or her designee.

Vehicle shall mean a device as defined in the California Vehicle Code and shall not include any human powered device.

Vend or vending as used in this chapter means soliciting, displaying, or offering, moving or standing of a commercial vending vehicle for the purpose of searching for, obtaining or soliciting retail sales of produce, fruits, vegetables, prepared or unprepared food, repackaged or unpackaged food or non-food sundries of any kind or any goods, wares, or merchandise for sale or barter or exchange from a vehicle on a public or private street, alley, highway or public place within the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-360 Permit required.

No person shall own, control, manage, lease or contract with other persons for the operation of a commercial vending vehicle in the city without the appropriate valid permit issued pursuant to the provisions of this chapter in addition to any other license or permit required by the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-361 Operator's permit required.

- (a) Any person desiring to obtain an operator's permit to engage in the vending of goods or merchandise from a commercial vending vehicle, or the driving of such vehicle, pursuant to this chapter shall make application to the city treasurer or his or her designee. Such application shall be accompanied by a nonrefundable application fee in such amount as established by resolution of the city council. Any such permit shall be required to be renewed annually and a separate nonrefundable application fee paid yearly for such renewal application. Each applicant for an operator's permit shall furnish the following information and documentation as part of or in conjunction with such application:
- (1) The present or proposed address from which the business is to be conducted, including the location of restocking and overnight parking of the commercial vending vehicle;
 - (2) The full and true name under which the business will be conducted and description of items to be offered for sale;
 - (3) The full and true name and any other names used by the applicant;
 - (4) The present residence address and telephone number of the applicant;
 - (5) California driver's license number of the applicant;

- (6) Acceptable written proof that the applicant is at least 18 years of age. The number of vehicles to be owned, operated, or controlled by the applicant and the makes, body styles, years, serial and engine numbers, license plate numbers, and names and addresses of the registered and/or legal owners of each vehicle;
- (7) The applicant's height, weight, color of eyes and hair;
- (8) A description of the logo, color scheme, insignia, and any other distinguishing characteristics of the applicant's vehicles.
- (9) The permit history of the applicant for the three-year period immediately preceding the date of the filing of the application, including whether such applicant, in previously operating in this city, has ever had any similar license or permit revoked or suspended or has been convicted of a violation of this chapter and, if so, the circumstances of such suspension, revocation or conviction;
- (10) Written proof in a form satisfactory to the city attorney or risk manager that the applicant is insured under the policy of insurance required for such business pursuant to section 10-371 of this chapter;
- (11) Such other identification and/or information as the city treasurer or chief of police or his or her designee may require in order to discover the truth of the matters required to be set forth in the application.
- (b) When any charge occurs regarding the written information required in this chapter, the applicant shall give written notification of such change to the city treasurer within 15 days after such change.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-362 Display of operator's permit and business license required.

Each operator shall possess and at all times display in conspicuous view upon the left corner of the front windshield of each such commercial vending vehicle a City of Costa Mesa business license, issued pursuant to Title 9 of this Code, and an operator's permit issued pursuant to this chapter.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-363 Issuance of permit.

The city treasurer shall grant the operator's permit within 10 days after receiving the completed application only if he or she finds that all of the following requirements have been met:

- (a) The required fees have been paid;
- (b) The application conforms in all respects to the provisions of this chapter;
- (c) The applicant has not made a material misrepresentation of fact in the application;
- (d) The applicant has not had a similar permit denied or revoked by the city within one year prior to the date of such application; and
- (e) The applicant does not have any outstanding debt owing to the city and has obtained a valid city business license.
- (f) Where applicable, the applicant has obtained a valid Orange County Health Department permit as required for food handlers pursuant to Title 8 of this Code and California Health and Safety Code.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-364 Denial of permit.

- (a) If the city treasurer finds that not all of the requirements set forth in section 10-363 as applicable have been met, he or she shall deny the application for the operator's permit. In the event the application for the permit is denied by the city treasurer, written notice of such denial shall be given to the applicant specifying the ground(s) of such denial. Notice of denial of the application for the permit shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her residence address as set forth in the application or permit.
- (b) Any applicant whose application for a operator's permit has been denied by the city treasurer may appeal such denial to the planning commission by filing a written notice of appeal with the city treasurer within seven days following the date of service of the decision and payment of the appeal fee prescribed by resolution of the city council. The date of filing of said notice of appeal shall be the date said notice and appeal fee are received by the city treasurer.
- (c) No person or entity whose permit is finally denied shall be eligible to apply for a new permit for a period of one year following such denial.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-365 Revocation of permit.

- (a) Any operator's permit may be revoked by the city treasurer for good cause shown including but not necessarily limited to any of the following reasons:
 - (1) Falsification of any information supplied by the permittee upon which issuance of the permit was based.
 - (2) Failure of the permittee or any employees or subcontractors of the permittee to comply with the regulations set forth in this chapter.
 - (3) Conviction of a violation, or plea of guilty or nolo contendere, by the permittee, or any employee, subcontractor or independent contractor of the permittee, of any state law or municipal ordinance while in the course of conducting vending operations from a vehicle pursuant to the permit.
 - (4) Conviction of a violation, or a plea of guilty or nolo contendere, by the permittee of any applicable provision or requirement of this chapter.
- (b) No revocation shall become effective until expiration of the appeal period. Notification of the permit holder shall be made either by personal delivery or by certified or registered mail, return receipt requested, addressed to the permit holder at such permit holder's residence address as set forth on the application for a permit. Service shall be deemed made on the permit holder on the date personally delivered or on the date of mailing. A permit holder may appeal such revocation to the planning commission by filing a written notice of appeal with the city treasurer within seven days following the date of service of such decision and payment of the appeal fee as prescribed by resolution of the city council. The date of filing of said notice of appeal shall be the date said notice and appeal fee are received by the city treasurer. If a timely appeal is filed, the revocation shall be stayed pending the decision of the planning commission. Otherwise, the suspension or revocation shall become effective immediately upon expiration of said appeal period; and
- (c) No person or entity whose permit is revoked shall be eligible to apply for a new permit for a period of one year following such revocation.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-366 Appeals.

Upon receipt of a timely appeal by the planning commission, or its secretary, the commission shall hear such appeal within 30 days following the date of such appeal and shall give the appellant not fewer than five days' advance notice of the date of such hearing. The decision of the planning commission shall be based upon the same criteria as set forth in this chapter which are applicable to the issuance or revocation of such permit. The appellant shall be notified of the decision of the planning commission by mailed, written notice. The decision of the planning commission shall be final and subject to California Code of Civil Procedure section 1094.6. No revocation of a permit pursuant to this chapter shall be deemed effective during the pendency of a timely filed appeal until the date of mailing of the planning commission decision; provided, however, that no permit holder shall operate during any period of time in which the insurance coverage required by this chapter is not in full force and effect.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-367 Enforcement.

The director of development services, director of finance and the chief of police have the authority to enforce the provisions of this chapter. In addition to other remedies, vehicles found in violation of this chapter may be cited and removed in accordance with section 10-69.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-368 Temporary special events permit.

A person wishing to conduct a vending business at any special event shall apply to the city for a temporary vending permit. Application for such a permit must be made at least 30 days prior to the beginning of the event. Applicants must meet the same application requirements as other operators of commercial vending vehicles. The permit is valid only for the duration of the special event. A person granted a temporary permit is subject to the same operating regulations as other operators, except where otherwise specified.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-369 Trash receptacles and removal.

- (a) All commercial vending vehicles shall be equipped with refuse receptacles large enough to contain all refuse generated by the operation of such vehicle consistent with California Health and Safety Code; and
- (b) The operator of the commercial vending vehicle shall pick up all refuse generated by such operation within a fifty-foot radius of the vehicle before such vehicle is moved. All refuse shall be disposed of at an approved solid waste facility.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-370 Hours of operation.

- (a) No vehicle or stand used for vending shall remain on public property during non-operating hours. Overnight parking of commercial vending vehicles on a public street or alley is prohibited as set forth in section 10-186; and
- (b) No vending shall be permitted by any operator or conducted by any vendor on a residential street except between the hours of 9:00 a.m. and 5:00 p.m.

(Ord. No. 97-12, § 3, 5-5-97; Ord. No. 01-25, § 1, 10-01-01)

§ 10-371 Insurance provisions.

All operations conducting business pursuant to this chapter shall have liability insurance covering the vehicle

in accordance with the laws of the State of California.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-372 Required stickers, signs and lettering.

- (a) There shall be displayed in a conspicuous place on both the right and left side of the commercial vending vehicle permanently affixed lettering showing the name of the company or operator of the commercial vending vehicle and the business address and telephone number thereof. The lettering for the name of the company or the operator of the commercial vending vehicle shall not be less than four inches in height, shall be in contrast to the color of the background upon which they are placed, and shall have strokes at least three-eighths (3/8) inches wide. The lettering for the operator's business address and telephone number (as listed on the permit) shall not be less than one inch high;
- (b) No other lettering, numbering, price lists, signs or insignia shall be displayed on the right or left side of the commercial vending vehicle so as to interfere with the visibility of the lettering required in subsection (a); and
- (c) Each commercial vending vehicle shall also possess and display a valid Orange County Health inspection sticker affixed to the lower portion of the windshield if the operator is causing the sale of or offering for sale any produce or other food item for which a food handling permit or other health permit is required.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-373 Sound-making devices.

No bell, horn, music or other amplified or non-amplified sound-making device may be used to advertise, draw attention to, or announce the presence of any commercial vending vehicle. This section shall not prohibit use of vehicle horns required by the California Vehicle Code, provided that use of such horns shall be limited to the purposes specified in said code.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-374 Prohibited conduct.

- (a) No person shall vend from a commercial vending vehicle which is stopped, parked or standing on any public street, alley or highway in any of the following situations:
 - 1. Within 500 feet of any active public school property, park, playground or recreational facility;
 - 2. Within 300 feet of any other commercial vending vehicle which is engaged in the operation of vending;
 - 3. Within 100 feet of an intersection, including public alleys;
 - 4. When the posted speed limit on the public street, alley or highway is greater than 35 miles per hour;
 - 5. When the commercial vending vehicle is parked in violation of any other provision of this Code or the California Vehicle Code;
 - 6. When the commercial vending vehicle is not duly registered and licensed by the State of California or exceeds an unladen weight of 6,000 pounds;
 - 7. When any part of the commercial vending vehicle is open to prospective customers other than on the side of the vehicle next to the right side of the street or highway;
 - 8. When the commercial vending vehicle is not legally stopped, parked or standing on the right side of the

street or highway;

9. When the prospective customer is standing or sitting in another vehicle.
 10. When the prospective customer is located in that portion of the street, alley or highway which is open to vehicular traffic; and
 11. When the commercial vending vehicle is on or within any parkway, alley, sidewalk, driveway, a no “parking” area as defined by this Code or other public property that is not a street or highway.
- (b) Restocking of a commercial vending vehicle is prohibited on a public street or alley as set forth in this title;
 - (c) No commercial vending vehicle shall attach or receive any utilities from private or public property;
 - (d) Operators of commercial vending vehicles shall not conduct the business of vending in any location for a period in excess of 10 minutes and said vehicle must be moved a distance of not less than 100 feet between each successive location at which vending occurs;
 - (e) No additional lighting other than that required by the California Vehicle Code and Health and Safety Code may be installed or operated on a commercial vending vehicle; and
 - (f) All commercial vending vehicles are prohibited from operating on private property except, with the permission of the property owner or his or her agent, commercial vending vehicles shall be permitted to provide meals/snacks for employees at private property locations (such as construction sites) for a period of 30 minutes or less (such as construction sites).

§ 10-375 Applicability of regulations to existing businesses.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether the herein described activities were established before or after the effective date of the ordinance enacting this chapter into law. All such persons and businesses shall have 30 days from said effective date to file a completed application for an operator’s permit with the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-376 Conducting as a nuisance.

Any commercial vending vehicle operated contrary to the provisions of this chapter shall be hereby declared to be unlawful and a public nuisance and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal or injunction thereof, in the manner provided in this Code, and may take such other steps and may apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating a commercial vending vehicle contrary to the provisions of this chapter.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-377 Penalty for violation.

Every violation of the provisions of this chapter shall be deemed to be a misdemeanor punishable pursuant to section 1-33 of this Code. Each and every day of any violation of any provisions of this chapter shall constitute a separate and distinct offense.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-378 Exemptions.

The requirements of this chapter shall not apply to:

- (a) Any person delivering any goods or merchandise by vehicle where such goods or merchandise have been ordered in advance for such delivery from any business located at a permanent location regardless of the point of sale thereof; and
- (b) Any person engaged in the vending of goods or merchandise on public property where such persons have been authorized by the city to engage in such activity by a permit, lease, real property license, agreement, or other entitlements issued by the city for such purpose.

(Ord. No. 97-12, § 3, 5-5-97)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-229

Meeting Date: 6/18/2024

TITLE:

FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, CONTRACT PLANNER

CONTACT INFORMATION: AMBER GREGG, CONTRACT PLANNER, (714) 754-5617

RECOMMENDATION:

Staff recommends the City Council:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Adopt a fee resolution establishing the affordable housing in-lieu fee.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

Item #: 24-229

Meeting Date: 06/18/2024

TITLE: FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

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RECOMMENDATION:

Staff recommends the City Council:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Adopt a fee resolution establishing the affordable housing in-lieu fee.

BACKGROUND:

The City is currently considering, for second reading, the adoption of an Affordable Housing Ordinance. The Affordable Housing Ordinance would require, among other regulations, that new rental housing projects in the City with 50 or more units provide a percentage of its housing units as "affordable" units for low or very low-income households. As the Ordinance is currently drafted, an applicant of a rental housing project can fulfill their affordable obligation with onsite production of affordable rental units, offsite production of affordable rental units, dedication of land to the City, or by payment of in-lieu fees.

At the April 2, 2024, City Council meeting, the City Council considered an in-lieu fee resolution to establish an affordable housing in-lieu fee schedule. At the meeting, the City Council directed staff to defer the in-lieu fee resolution to a later date. The April 2, 2024, City Council report and video are linked below:

April 2, 2024, City Council Agenda Report (also provided as Attachment 2):

<https://costamesa.legistar.com/View.ashx?M=F&ID=12813101&GUID=0833EA65-75E4-4457-91C3-6C527B94C87C>

April 2, 2024, City Council Video:

https://costamesa.granicus.com/player/clip/4125?view_id=14&redirect=true

April 2, 2024, City Council minutes are provided as Attachment 3.

DISCUSSION

City Council Study Session on Proposed In-Lieu Fee Amounts

As part of their first reading of the Affordable Housing Ordinance discussions, the City Council directed staff to provide an in-lieu housing fee analysis for their review and consideration at the second reading of the ordinance. The proposed in-lieu fee analysis was presented to the City Council at a study session on February 27, 2024. During the study session, staff and Keyser Marston Associates (KMA) presented the proposed fee schedule as well as an explanation of the fee calculations. The City Council also received public comments, asked staff and KMA follow-up questions, and provided their comments on the proposed fees and overall vision for the proposed Affordable Housing Ordinance.

The February 27, 2024 City Council study session agenda report, meeting video, and public comments are included in the links below:

- February 27, 2024 City Council Agenda Report:
<https://costamesa.legistar.com/View.ashx?M=F&ID=12707839&GUID=649FCC95-B510-4D3F-92E7-9C400FFFD63>
- February 27, 2024 City Council Meeting Video:
https://costamesa.granicus.com/player/clip/4093?view_id=14&redirect=true
- February 27, 2024 City Council Public Comments:
<https://costamesa.legistar.com/View.ashx?M=E3&ID=1171565&GUID=B7C4B0DD-7AD7-4ADC-B8C3-392422409AF7>

Public comments as well as the City Council's feedback from the February 27, 2024 study session expressed the need to ensure that Costa Mesa is competitive with nearby cities, can attract housing developers for the creation of housing in the community, and the Affordable Housing Ordinance should not result in an impediment to the production of housing in the City. Discussions included comparing the City's proposed in-lieu fee amounts with the City of Santa Ana (who has seen success with their affordable housing production program) and concerns that the City's proposed fee amounts were too high. The City's expert housing consultant, KMA, clarified that Santa Ana did not determine their in-lieu fee amounts based on a fee study or financial impact analysis; and therefore, is not equivalent to their onsite production requirements. In contrast, Costa Mesa's proposed fee amounts are derived from the pending Affordable Housing Ordinance requirements so that the fees are equivalent to producing the affordable units onsite. While the City Council could consider lowering the in-lieu fee amounts below equivalency to producing the onsite units, doing so would possibly result in housing developers of more than 50 rental units choosing to pay the in-lieu fees rather than developing the affordable units.

Fee Resolution to Establish the Affordable Housing In-Lieu Fee Amounts

Included with this Agenda Report is a fee resolution to adopt the in-lieu fee amounts as shown in Table 1 below. The proposed fee amounts are based on the proposed Affordable Housing Ordinance requirement set aside percentages.

Table 1 – Proposed Affordable Housing In-Lieu Fee Amounts

In-Lieu Fee Payment Schedule Per Square Foot of Total Leasable Area in an Apartment Development	
Developments greater than 60 units per acre	Developments less than 60 units per acre
\$19.50 PSF	\$13.80 PSF

Previously, the proposed in-lieu fee payment schedule provided fee amounts for developments of 15 units to 21+ units; however, modifications to the Affordable Housing Ordinance now establishes the applicability threshold to developments with 50 dwelling units or more. Due to this, only one fee amount for each category is proposed. In addition, the previous in-lieu fee payment schedule included an “ownership housing development” fee category which has also been eliminated pursuant to the ownership housing development applicability removal from the Ordinance.

The fee resolution also includes a schedule of fractional in-lieu fee payments for developers that choose this option for fulfilling an obligation to produce a fraction of an Inclusionary Unit. The fractional in-lieu fee schedule is included in Attachment 2.

Comparison of Other Cities In-Lieu Fee Amounts

To provide the City Council with additional comparisons of other cities’ affordable housing in-lieu fee amounts, refer to Table 2. As shown in the Table, there is no standard to establish an affordable housing in-lieu fee amount or fee structure. As shown in the table below, the in-lieu fees could be based on a sliding scale, flat fee per square foot, incremental increase over time, and/or a formula based on certain variables. The City of Encinitas more recently increased their fees from \$20 per square foot to \$23.79 per square foot. Encinitas also adjusts their fee administratively based on the percentage change in the most current Engineering News Record Construction Cost Index for the Los Angeles region. The City of San Diego adopted a program that included an incremental increase to their in-lieu fee amounts each fiscal year with the current fee set at \$25 per square foot.

Table 2 – Comparison of Other Cities In-Lieu Fee Amounts

Santa Ana	<ul style="list-style-type: none"> • 5-9 Units: \$6 per sq. ft. • 10-14 Units: \$9 per sq. ft. • 15-19 Units: \$12 per sq. ft. • 20+ Units: \$15 per sq. ft. • Only applies to changes in land use and zoning designations. • Set Aside: 5-15% Rental, and 5% Ownership • Affordability Requirement: <ul style="list-style-type: none"> ○ 15% Low, or 10% Very Low, or 5% at Extremely Low, or ○ 5% Low + 3% Very Low + 2% Extremely Low
Encinitas	<ul style="list-style-type: none"> • 1 – 6 units: sliding scale¹ • 7+ units: \$23.79 per sq. ft.

	<ul style="list-style-type: none"> • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Very Low or 15% Low
Irvine	<ul style="list-style-type: none"> • Formula based and calculated per project² • Affordability Requirement: <ul style="list-style-type: none"> ○ 5% Very Low + 5% Low + 5% Moderate
Long Beach	<ul style="list-style-type: none"> • Rental: \$38 per sq. ft. • Ownership: \$29.10 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 11% Very Low – Rental ○ 10% Moderate – Ownership
Oceanside	<ul style="list-style-type: none"> • 2023 in-lieu fee set at \$15 per sq. ft. • 2024 in-lieu fee increased to \$20 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Low – Rental ○ 10% Moderate – Ownership
Santa Monica	<ul style="list-style-type: none"> • Rental: \$35.70 per sq. ft. • Ownership: \$41.70 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 5% to 30% Very Low, Low, and Moderate
San Diego	<ul style="list-style-type: none"> • Incremental increase from July 1, 2020 through June 30, 2024³ • 2024 in-lieu fee increased to \$25 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Very Low or Low – Rental ○ 10 to 15% Moderate – Ownership
<p>¹ Sliding scale is based on a percentage of the adopted in-lieu fee amount depending on the number of units. For example, one unit project would be required to pay 14% of the in-lieu fee dollar amount.</p> <p>² Formula is based on land value, density, and percentage share of cost related to affordable units not being produced.</p> <p>³ Prior to July 1, 2020, the in-lieu fee was established at \$12.73 per sq. ft. and has increased every fiscal year (2021 - \$15.18, 2022 - \$17.64, 2023 – \$20.09)</p>	

ALTERNATIVES:

The City Council may adopt the fee resolution, modify the proposed fee schedule, or not adopt the fee resolution.

The City Council may also consider implementing the in-lieu fee schedule incrementally, similar to the City of San Diego. The City of San Diego initially set the in-lieu fee at a lower amount and over a five-year period, increased the fee to its eventual rate. The fee increased \$12.27 over the five-year period. The fee is then updated annually based on the annual increase in the Construction Costs Index (CCI) published by Engineering News Record for Los Angeles, or similar construction industry index selected by the City Manager if the CCI index is discontinued. The Council could consider initially setting the fee at a lower rate and establish a schedule for increases over any specified period of time until the preferred maximum fee amount is met. For example, the Council may evaluate a fee of \$12 in year one, with increases over a 10-year period to an eventual amount of \$19.50 per applicable square foot (as currently proposed for development with 60 dwelling units or more per acre) and include an annual

update to the fee based on changes in the Orange County home values or similar value related industry index.

FISCAL REVIEW:

Should the City Council adopt the in-lieu housing fee resolution, the City could potentially receive revenue from payment of fees that would be deposited into a Housing Trust Fund (Fund 226) to support and promote affordable housing programs in the City, including the administration of the City's Affordable Housing Program.

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to Government Code Section 66016, the proposed fee schedule and fee study was made available to the public 15 days prior to the June 18, 2024, City Council meeting.

Public comments received prior to the June 18, 2024, City Council meeting may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/calendar/city-of-costa-mesa).

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goal to *Diversify, Stabilize, and Increase Housing to Reflect Community Needs* in that the adoption of an Affordable Housing Ordinance, and subsequent in-lieu fee, assists in achieving the City's RHNA for the very-low-, low-, and moderate-income categories, coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments.

CONCLUSION:

A component of an Affordable Housing Ordinance is the establishment of an in-lieu fee for applicants wishing to fulfill their affordable housing requirements by paying an in-lieu fee rather than providing the affordable units on-site. The proposed fees are based on the KMA analysis, including the set aside percentages previously considered by the City Council. However, the City Council may decide alternative fee amounts may be more appropriate at this time. If the proposed fees are not approved, staff seeks direction from the City Council as to what the In-lieu housing fee schedule should be.

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING AND ADOPTING AN AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE FOR THE AFFORDABLE HOUSING ORDINANCE

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

WHEREAS, the City Council adopted the 2021-2029 Housing Element on November 15, 2022; and

WHEREAS, the City's adopted 2021-2029 Housing Element, Housing Plan Program 2A, calls for the City to adopt an inclusionary housing ordinance; and

WHEREAS, the City retained an expert consultant, Keyser Marston Associates Inc. (KMA), to prepare a Financial Evaluation to evaluate supportable affordable housing requirements and make policy recommendations for an affordable housing ordinance; and

WHEREAS, on January 16, 2024, the City Council gave first reading to the Affordable Housing Ordinance (Ordinance No. 2024-02) and directed staff to present the Affordable Housing In-Lieu Fee Resolution for consideration along with the second reading of the ordinance; and

WHEREAS, the City Council held a study session on February 27, 2024 to separately discuss the proposed affordable housing in-lieu fee amounts prior to the second reading of Ordinance No. 2024-02 and with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, on April 2, 2024, the City Council gave first reading of the Affordable Housing Ordinance (Ordinance No. 2024-02) and as part of their motion directed staff to present the Affordable Housing In-Lieu Fee Resolution at a later date; and

WHEREAS, the City Council made additional revisions to the ordinance for the threshold project size and affordability requirements for rental projects at 60+ dwelling units/acre, increased the applicability of the project size threshold to 50+ dwelling units, struck references to ownership projects in the ordinance, and voted 7-0 to adopt the Affordable Housing Ordinance and give another first reading of the ordinance as well as continue the fee resolution to a date uncertain; and

WHEREAS, on June 18, 2024, the City Council gave second reading to and adopted Ordinance No. 2024-02; and

WHEREAS, a duly noticed public hearing was held by the City Council on June 18, 2024, for the Affordable Housing In-Lieu Fee Resolution, with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, Government Code Section 65850(g) states that “The ordinance shall provide alternative means of compliance that may include, but are not limited to, in-lieu fees”; and

WHEREAS, KMA prepared the Affordable Housing In-Lieu Fee Analysis based on the proposed affordable housing requirements pursuant to Ordinance No. 2024-02; and

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

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

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

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

WHEREAS, the City Council has held at least two public hearings and received oral and written presentations with respect to the proposed fees before adopting this Resolution; and

WHEREAS, the City Council desires to establish the Affordable Housing In-Lieu Fee as an alternative means of compliance for the Affordable Housing Ordinance; and

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

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

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

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

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

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

PASSED AND ADOPTED this 18th day of June, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

EXHIBIT A

Affordable Housing In-Lieu Fee Schedule

In-Lieu Fee Payment Schedule – Rental Projects

In-Lieu Fee Payment Schedule Per Square Foot of Total Leasable Area in an Apartment Development	
Developments greater than 60 units per acre	Developments less than 60 units per acre
Not to Exceed \$19.50 PSF	Not to Exceed \$13.80 PSF

Fractional In-Lieu Fee Payment Schedule – Rental Housing Projects

Fractional In-Lieu Fee Payment Calculations Per Square Foot of the Leasable Area of One Unit in an Apartment Development @ Density: 60+ Units Per Acre	
Fraction	Fractional In-Lieu Fee: Per Square Foot of One Unit
0.10	\$23.80
0.20	\$47.50
0.30	\$71.30
0.40	\$95.00
0.50	\$118.80
0.60	\$142.60
0.70	\$166.30
0.80	\$190.10
0.90	\$213.80
1.00	\$237.60

Fractional In-Lieu Fee Payment Calculations Per Square Foot of the Leasable Area of One Unit in an Apartment Development @ Density: <60 Units Per Acre	
Fraction	Fractional In-Lieu Fee: Per Square Foot of One Unit
0.10	\$23.70
0.20	\$47.50
0.30	\$71.20
0.40	\$95.00
0.50	\$118.70
0.60	\$142.40
0.70	\$166.20
0.80	\$189.90
0.90	\$213.70
1.00	\$237.40



Agenda Report

ATTACHMENT 2

Item #: 24-102

Meeting Date: 4/2/2024

TITLE: SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS AND FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: NANCY HUYNH, PRINCIPAL PLANNER

CONTACT INFORMATION: NANCY HUYNH, PRINCIPAL PLANNER, (714) 754-5609

RECOMMENDATION:

Staff recommends the Council:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Give second reading to and adopt Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for new residential development projects.
3. Adopt a fee resolution establishing the affordable housing in-lieu fee schedule.

BACKGROUND:

Based on recent housing data analyzed in the adopted 2021-2029 Housing Element, it has been shown that half of renters in Costa Mesa experience housing cost burdens. Because these lower income households are "priced out", they tend to move into more crowded living conditions to reduce their housing expenses, move further away for cheaper housing at the expense of longer commute times, move out of the state, or unfortunately, enter into homelessness. An affordable, or inclusionary, housing policy is a key tool that cities throughout the United States have adopted to address housing affordability in their communities. To address this affordable housing issue, Housing Program 2A (Inclusionary Housing Ordinance) of the Housing Element was included to "analyze the market impacts and potential affordability requirements for an inclusionary housing requirement for specific projects" in the City.

2021-2029 Housing Element

While the State Department of Housing and Community Development (HCD) approved the City's adopted Housing Element, it has not been deemed in substantial compliance with State housing law until specific housing programs have been implemented. The 40 housing programs included in the Housing Element are intended to increase housing production while also addressing housing affordability for all income levels. These housing programs would remove barriers to housing developments and reform current zoning regulations that may currently encumber housing production in the City.

Implementation of Program 2A (adoption of an inclusionary housing ordinance) is required for the City to maintain compliance with State housing laws. If the City does not implement Program 2A, the State could find the City's Housing Element out of compliance and in violation of State housing laws. This could leave the City vulnerable to legal challenges from the State and potentially result in significant legal fees to defend against any litigation. In addition, the HCD has the ability to penalize the City with fines up to \$100,000 per month if the City's Housing Element is determined to be in violation of State housing law. The City could also lose local control over land use and permitting decisions including the authority to issue building permits for any type of projects or improvements. Such has been the case in the City of Beverly Hills and more locally, San Clemente. Lastly, without a certified Housing Element, the City risks continued ineligibility for receipt of State and County funding sources or loan programs that could support housing programs including gap funding assistance for 100% affordable housing projects such as Jamboree Housing's proposed Senior Center housing project.

Regional Housing Needs Assessment (RHNA)

California's RHNA is the basis for determining the State's future housing need by income category and is based on growth in population, households, and employment. For the 2021-2029 6th Housing Element, the City was allocated 11,760 housing units to accommodate the City's projected housing needs, with more than half of those housing units required to be affordable. The City's RHNA allocation is divided amongst four income categories, which are benchmarked on the County of Orange's median income for a family of four. Table 1 below identifies the four income categories by which the City's RHNA allocation is divided.

Table 1 – City of Costa Mesa RHNA by Income Category

Income Category	Percent of Median Family Income (MFI)	Costa Mesa's RHNA Allocation for the 2021-2029 Planning Period
Very Low Income	0-50% MFI	2,919 units
Low Income	51-80% MFI	1,794 units
Moderate Income	81-120% MFI	2,088 units
Above Moderate Income	>120% MFI	4,959 units
Total		11,760 units

Adoption of an Affordable Housing Ordinance (AHO) would assist in achieving the City's RHNA for the very-low-, low-, and moderate-income categories, coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments.

An "Incentive-Based" Program

The City's proposed Affordable Housing Program has been structured as an "incentive-based program".

To implement the Affordable Housing Program, the City would rezone non-residentially zoned properties located along major corridors to allow for higher density housing with reduced parking requirements and the allowance of affordable rents for low income units to be calculated based on 80% of the area median income (AMI) where 60% is required under state density bonus law. Adding residential development as an allowed use at higher densities creates land value and incentivizes housing production overall. That value is coupled with a requirement to provide a portion of the project's units as affordable housing. This program structure is in effect a local density bonus program.

The rezone and increase in density create opportunities for new homes that presently do not exist because of the lack of available properties that allow residential uses and the historically low maximum allowable density in Costa Mesa (maximum of 20 units per acre pursuant to the City's General Plan). Rezoning would create value and thus, incentivizing landowners to sell commercial and industrial properties to housing developers and incentivize housing developers to build.

DISCUSSION

City Council First Reading

On January 16, 2024, the City Council considered the Planning Commission's recommendations, discussed the draft ordinance, and made further changes to the draft including:

- Establishing a minimum threshold project size for application of the affordability requirements;
- Requiring the onsite production of affordable units for rental projects with over 50 units;
- Allowing payment of in-lieu affordable housing fees for rental projects with fewer than 50 units;
- Allowing payment of in-lieu affordable housing fees for ownership projects; and
- Allowing a residential project for which the City enters into a development agreement to provide affordable housing or other community benefits equivalent to the Affordable Housing Ordinance requirements.

The City Council voted 4-2 (Councilmember Chavez and Mayor Pro Tem Harlan voting no; Councilmember Harper absent) to give first reading of Ordinance No. 2024-02. The January 16, 2024 City Council agenda report, meeting video, and public comments are included in the links below:

- January 16, 2024 City Council Agenda Report:
<https://costamesa.legistar.com/View.ashx?M=F&ID=12583737&GUID=46F95F9D-81D5-4D12-9292-3369710C4230>
- January 16, 2024 City Council Meeting Video:
https://costamesa.granicus.com/player/clip/4078?view_id=14&redirect=true
- January 16, 2024 City Council Public Comments:
<https://costamesa.legistar.com/View.ashx?M=E3&ID=1144863&GUID=584645D0-2AD4-4EB6->

[9E72-78009403D0D6](#)

The City Council's modifications to the draft ordinance are included as Attachment 3. Their changes are shown as underlined and ~~strikethrough~~. Table 2 below provides a summary of the Affordable Housing Program components and requirements included in the City Council's first reading.

Table 2 – Proposed Affordable Housing Program Components and Requirements

Program Component	Proposed Requirements
Project Threshold	15 units
Number of Affordable Units/Required Income – Rental Project	<ul style="list-style-type: none"> • 60+ dwelling unit (du)/acre: 11% at low-income or 7% at very-low income • Under 60 du/acre: 6% at low-income or 4% at very-low income
Number of Affordable Units/Required Income – Ownership Project	Payment of in-lieu fee
Covenant Period – Rental	At least 55 years
Covenant Period – Ownership	45 years (if producing affordable units onsite)
Affordable Unit Minimum Size	No more than 15% smaller than average market rate unit
Affordable Unit Bedroom Mix	Proportional to market rate units
Affordable Unit Location	Evenly distributed/dispersed throughout residential project
Alternatives for Compliance	<ul style="list-style-type: none"> • Land dedication • Offsite construction of affordable units • Payment of in-lieu fees: <ul style="list-style-type: none"> ◦ <i>Ownership</i>: All ownership projects can pay in-lieu fee ◦ <i>Rental</i>: Rental projects fewer than 50 units can pay in-lieu fee • Onsite construction of rental units (ownership only)
Incentives	<ul style="list-style-type: none"> • Allow residential uses in commercial/industrial corridors • Increased densities • Allow low-income rents to be charged based on 80% AMI vs. 60% AMI (required by State density bonus) • Reduced parking requirements • Concurrent processing

City Council Study Session on Proposed In-Lieu Fee Amounts

As part of their first reading discussion, the City Council directed staff to provide an in-lieu housing fee analysis for their review and consideration at the second reading of the ordinance. The proposed in-lieu fee analysis has been presented to the City Council at a study session on February 27, 2024. During the study session, staff and Keyser Marston Associates (KMA) presented the proposed fee schedule as well as an explanation of the fee calculations. The City Council also received public

comments, asked staff and KMA follow-up questions, and provided their comments on the proposed fees and overall vision for the proposed AHO.

The February 27, 2024 City Council study session agenda report, meeting video, and public comments are included in the links below:

- February 27, 2024 City Council Agenda Report:
<https://costamesa.legistar.com/View.ashx?M=F&ID=12707839&GUID=649FCC95-B510-4D3F-92E7-9C400FFFD63>
- February 27, 2024 City Council Meeting Video:
https://costamesa.granicus.com/player/clip/4093?view_id=14&redirect=true
- February 27, 2024 City Council Public Comments:
<https://costamesa.legistar.com/View.ashx?M=E3&ID=1171565&GUID=B7C4B0DD-7AD7-4ADC-B8C3-392422409AF7>

Public comments as well as the City Council’s feedback from the February 27, 2024 study session expressed the need to ensure Costa Mesa is competitive with nearby cities and can attract housing developers for the creation of housing in the community. Discussions included comparing the City’s proposed in-lieu fee amounts with the City of Santa Ana (who has seen success with their affordable housing program) and concerns that the City’s proposed fee amounts were too high. The City’s expert housing consultant, KMA, clarified that Santa Ana did not determine their in-lieu fee amounts based on a fee study or financial impact analysis; and therefore, is not equivalent to their onsite production requirements. In contrast, Costa Mesa’s proposed fee amounts are derived from the proposed AHO requirements so that the fees are equivalent to producing the affordable units onsite. While the City Council could consider lowering the in-lieu fee amounts, doing so would result in less onsite production of affordable units, and housing developers would likely choose to pay the in-lieu fees instead. KMA also recommends that the AHO requirements should, therefore, also be lowered for the fee amount to be equivalent to the onsite production of affordable units.

Fee Resolution to Establish the Affordable Housing In-Lieu Fee Amounts

Included with this Agenda Report is a fee resolution to adopt the in-lieu fee amounts (as shown in Table 3 below) with adoption of the AHO. The proposed fee amounts are based on the proposed AHO requirement set aside percentages.

Table 3 – Proposed Affordable Housing In-Lieu Fee Amounts

Recommended In-Lieu Fee Payment Schedule Per Square Foot of Total Leasable or Saleable Area in a Residential Development			
Total Units	Apartment Development		Ownership Housing Development
	Density: 60+ Units Per Acre	Density: <60 Units Per Acre	
15	\$3.73	\$1.97	\$2.53
16	\$7.46	\$3.94	\$5.06
17	\$11.19	\$5.91	\$7.59
18	\$14.91	\$7.89	\$10.11
19	\$18.64	\$9.86	\$12.64
20	\$22.37	\$11.83	\$15.17
21+	\$26.10	\$13.80	\$17.70

To provide the City Council with additional comparisons of other cities' affordable housing in-lieu fee amounts, refer to Table 4. As shown in the table, there is no standard to establish an affordable housing in-lieu fee amount or fee structure. The in-lieu fees could be based on a sliding scale (as proposed in the AHO), flat fee per square foot, incremental increase over time, or a formula based on certain variables. The City of Encinitas more recently increased their fees from \$20 per square foot to \$23.79 per square foot. Encinitas also adjusts their fee administratively based on the percentage change in the most current Engineering News Record Construction Cost Index for the Los Angeles region. The City of San Diego adopted a program that included an incremental increase to their in-lieu fee amounts each fiscal year with the current fee set at \$25 per square foot.

Table 4 – Comparison of Other Cities In-Lieu Fee Amounts

Encinitas	<ul style="list-style-type: none"> • 1 – 6 units: sliding scale¹ • 7+ units: \$23.79 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Very Low or 15% Low
Irvine	<ul style="list-style-type: none"> • Formula based and calculated per project² • Affordability Requirement: <ul style="list-style-type: none"> ○ 5% Very Low + 5% Low + 5% Moderate
Long Beach	<ul style="list-style-type: none"> • Rental: \$38 per sq. ft. • Ownership: \$29.10 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 11% Very Low – Rental ○ 10% Moderate – Ownership
Oceanside	<ul style="list-style-type: none"> • 2023 in-lieu fee set at \$15 per sq. ft. • 2024 in-lieu fee increased to \$20 per sq. ft. • Affordability Requirement: <ul style="list-style-type: none"> ○ 10% Low – Rental ○ 10% Moderate – Ownership
Santa Monica	<ul style="list-style-type: none"> • Rental: \$35.70 per sq. ft. • Ownership: \$41.70 per sq. ft.

	<ul style="list-style-type: none"> Affordability Requirement: <ul style="list-style-type: none"> 5% to 30% Very Low, Low, and Moderate
San Diego	<ul style="list-style-type: none"> Incremental increase from July 1, 2020 through June 30, 2024³ 2024 in-lieu fee increased to \$25 per sq. ft. Affordability Requirement: <ul style="list-style-type: none"> 10% Very Low or Low – Rental 10 to 15% Moderate – Ownership
<p>¹ Sliding scale is based on a percentage of the adopted in-lieu fee amount depending on the number of units. For example, one unit project would be required to pay 14% of the in-lieu fee dollar amount.</p> <p>² Formula is based on land value, density, and percentage share of cost related to affordable units not being produced.</p> <p>³ Prior to July 1, 2020, the in-lieu fee was established at \$12.73 per sq. ft. and has increased every fiscal year (2021 - \$15.18, 2022 - \$17.64, 2023 – \$20.09)</p>	

Stakeholders Meeting on Proposed In-Lieu Fee Amounts

At the direction of the City Council, staff met with several housing developers in early March for additional feedback on the proposed in-lieu fee amounts. The housing developers included representatives from Irvine Company, City Ventures, Legacy, Sakioka Company, and Meritage Homes. These housing developers specialize in both for-sale homes within in-fill locations, and developers with experience in rental housing.

The housing developers provided their general thoughts on the City's proposed ordinance. The developers were supportive of the Planning Commission's recommendation to reduce the affordable requirement for the 60+ du/ac rental projects to 10% low or 5% very-low income. They stated that if the ordinance is adopted, housing developers will likely utilize the State's Density Bonus Law given the flexible incentives and waivers provided under the law. The State's Density Bonus would help developers achieve their project goals and return on investment. When asked about suggestions for any additional incentives that the City could provide, the developers identified expedited processing to reduce the entitlement and plan check time which would allow developers to commence construction at a faster pace and therefore reduce carrying costs. In this regard, the currently proposed AHO allows housing developers to simultaneously process construction plans while also processing their required entitlement planning applications.

The housing developers indicated that a high in-lieu fee amount would encourage the production of affordable housing units onsite. One of the for-sale housing developers with recent experience in developing for-sale units in Huntington Beach indicated that they did have success there with producing affordable units onsite within their market-rate project. However, that developer also mentioned that property owner equity is more difficult to build on the for-sale affordable units, as compared to market rate ownership. As such, they would prefer to pay an in-lieu fee. Developers stated that an in-lieu fee amount between \$10 and \$15 per leasable/saleable square feet would be the "breaking point" for a land development deal. However, it was acknowledged that it is difficult to determine an appropriate in-lieu fee amount because each housing project would have different variables (e.g., land costs, permitting review time, site preparation, and construction costs, etc.). In addition, changes in interest rates can significantly impact a developer's proforma. The developers also commented on the proposed "sliding scale fee" approach. While they understood that the sliding scale is intended to protect smaller projects with less units to "spread the cost", they felt that it may be punitive towards higher density housing projects that are building more units in the City. A flat fee, regardless of project

size, was preferred. The developers did appreciate the option to pay a fractional in-lieu fee in a situation where the number of required units would result in a fraction.

State Density Bonus and Local Affordable Housing Program Strategies

It is important to note that residential developers can choose by right to use California's Density Bonus Law, which is codified in Government Code §65915 et seq. (State Density Bonus) for projects that adhere to the minimum criteria defined below:

- 5% units restricted to "Very Low Income"
- 10% units restricted to "Low Income" rental units or 10% "Moderate Income" for sale units
- 100% affordable units (excluding manager's units) with a maximum of 20% moderate units
- 10% "Very Low Income" units restricted for transitional foster youth, disabled veterans, or homeless
- 20% "Low Income" units for student housing at accredited colleges.
- A senior housing development.
- An age-restricted mobile home park
- The project donates at least one acre of land to the jurisdiction for very low-income units, the land has the appropriate permits and approvals, and has access to needed public facilities
- Projects which include a childcare facility

State Density Bonus allows for increased housing density on a property above the maximum allowed under the City's General Plan Land Use Element, a statutorily defined number of concessions/incentives, and potentially reductions and/or waivers to the City's development standards. The draft affordable housing ordinance is proposed to be designed to specifically include similar and in certain situations potentially greater housing development incentives than allowed by State Density Bonus Law. For example, the proposed AHO, while State Density Bonus requires the rents to be calculated based on 60% of AMI. In addition, the City's amended parking standards are proposed to be based on demonstrated market demand. The intention of the AHO is to create sufficient incentives through the proposed zoning code amendments to incentivize affordable housing construction that serves the local households at all income levels and is also consistent with the communities housing values.

Costa Mesa Community's Input on Need for Affordable Housing

More recently with the passage of Measure K (Ordinance to Revitalize Commercial and Industrial Areas and Protect Residential Neighborhoods), the Costa Mesa community recognized the impact of high housing costs in the City that has made it challenging to attract teachers, police officers, firefighters, and other professionals. During the community survey polling for the Measure K ballot initiative, the majority of Costa Mesa residents surveyed were in favor of addressing the City's housing needs as well as supporting more affordable housing options for all income levels. The Costa Mesa community has also identified that there is a benefit to provide an opportunity for current and future generations to find affordable housing in the community they grew up in. In the same community survey polling, residents also expressed support for an inclusionary housing requirement. The survey results from the community polling included the following findings:

- 81% in favor of addressing housing needs;
- 74% in favor of providing housing at all income levels for seniors, families, and young adults;

- 83% in favor of helping ensure more affordable housing is available for middle income and working-class families; and
- 71% in favor of requiring up to 15% of new and redeveloped housing units to be affordable housing.

Since the passage of Measure K, the Planning Division has also seen an increase in inquiries and interest in developing housing projects along the corridor areas. The Planning Division has received approximately 30 inquiries and met with many of these prospective housing developers which include City Ventures, Meritage Homes, and Toll Brothers. While Measure K promotes more housing development opportunities, it does not directly address the City's housing affordability issues.

PUBLIC NOTICE:

Pursuant to Government Code Section 36933, a summary of the proposed Ordinance was published once in the newspaper no less than five days prior to the April 2, 2024 second reading. A summary of the adopted ordinance will also be published within 15 days after the adoption.

Pursuant to Government Code Section 66016, the proposed fee schedule and fee study was made available to the public 15 days prior to the April 2, 2024, City Council meeting.

Public comments received prior to the April 2, 2024 City Council meeting may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/calendar/city-of-costa-mesa)

ALTERNATIVES:

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

Similarly, the City Council may adopt the fee resolution, modify the proposed fee schedule, or not adopt the fee resolution.

The City Council may also consider implementing the in-lieu fee schedule incrementally, similar to the City of San Diego. The City of San Diego set the in-lieu fee at a lower amount and over a five-year period, increased the fee to its eventual rate. The fee increased \$12.27 over the five-year period. The fee is then updated annually based on the annual increase in the Construction Costs Index (CCI) published by Engineering News Record for Los Angeles, or similar construction industry index selected by the City Manager if the CCI index is discontinued. See Attachment 6, Information Bulletin 532, Requirements for Inclusionary Affordable Housing, City of San Diego. The Council could consider setting the fee at a lower rate and establish a schedule for increases over any specified period of time until the preferred maximum fee amount is met. For example, the Council may evaluate a fee of \$12 in year one, with increases over a 10-year period to an eventual amount of \$22.00 per applicable square foot and include an annual update to the fee based on CCI or similar construction industry index.

FISCAL REVIEW:

Should the City Council adopt the Affordable Housing Ordinance and in-lieu housing fee resolution, the City could potentially receive funding from payment of fees that would be deposited into a Housing Trust Fund to support and promote affordable housing programs in the City, including the administration of the City's Affordable Housing Program.

LEGAL REVIEW:

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

CONCLUSION:

Addressing housing needs for all income levels has been identified as one of the main housing goals by the Costa Mesa community and City Council. The community profile described in the 2021-2029 Housing Element showed that approximately half of Costa Mesa residents are overpaying for housing costs due to the lack of housing options especially affordable housing. Adoption of an Affordable Housing Ordinance would be a step towards addressing this issue coupled with the other Housing Element programs intended to remove or reduce existing barriers and constraints to market-rate housing developments. Furthermore, the ordinance would help towards achieving the City's RHNA for the very-low-, low-, and moderate-income categories. Its adoption would also fulfill the objective of Program 2A of the Housing Element and help achieve City Council's goal to "diversify, stabilize and increase housing to reflect community needs".



**REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY
APRIL 2, 2024 - MINUTES**

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 5:00 p.m.

ROLL CALL

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

Absent: Council Member Gameros and Council Member Harper.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to California Government Code Section 54956.8
APN: 420-012-16
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: State of California
Under Negotiation: Price and Terms of Payment

City Council recessed at 5:02 p.m. for Closed Session.

Closed Session adjourned at 6:00 p.m.

CALL TO ORDER –The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:03 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – Led by Ms. McVeigh's second grade class from Sonora Elementary School.

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

ROLL CALL

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

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

An update on the Active Transportation Committee was provided by Ralph Taboada, Chair and Bridget Gleason, Vice Chair.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke on Irvine Connect a new free shuttle service in Irvine.

Shirley McDaniels spoke against the proposed housing project at the Senior Center due to concerns on the infrastructure and parking.

Janna Moore and Ella Mootz, advocated for the fight against epilepsy, and spoke on the Epilepsy walk at Tewinkle Park.

Speaker, spoke on the problems associated with illegal street vendors.

Daniel Morgan, Costa Mesa, spoke on challenges associated with the planning and building permitting process, and the costs.

Patty Bonilla, Costa Mesa, spoke on the problems associated with illegal street vendors.

Frank Spitzer, spoke on problems associated with the group home on Joann Street and spoke on excessive police calls to the property.

Speaker, spoke on excessive police calls to the group home on Joann Street.

Speaker, spoke on excessive police calls to the group home on Joann Street, problems associated with the group home, and spoke on safety issues.

Alan Mayeda, spoke in opposition to the development at the senior center due to parking concerns and costs.

Becca Walls, spoke on the Priceless Pets contract and requested that the trap and release provision be included in the contract.

Speaker, spoke on a dog park and a variety of issues.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez spoke on addressing the issues associated with the group home on Joann Street, spoke on the upcoming Strategic Planning Session and requested the following items for council consideration: tree canopies, efficiency in government, customer service, and rezoning.

Council Member Gameros spoke on illegal street vendors, spoke on the Women in STEM event at the Norma Hertzog Community Center, spoke on home ownership, and employment for young adults.

Council Member Harper spoke on emailing the Council Members with concerns or questions.

Council Member Marr spoke on issues associated with the Joann Street property, spoke on the senior center housing project and parking, and spoke on expediting the permitting process.

Council Member Reynolds spoke on publicizing the tree planting program, spoke on the Women in STEM event at the Norma Hertzog Community Center, requested an update on the bike safety education program, spoke in support of public information and education on traffic calming measures, and spoke on community events for Bike Month and Pride Month.

Mayor Stephens spoke on the Strategic Planning Retreat on April 19th at the Norma Hertzog Community Center, spoke on the State of the City on April 24th, spoke on the Radiant Health Center event on April 13th, spoke on Supervisor Foley's event at Orange County Museum of Art and that Tina Hanley received the award for Women in Law and Justice, spoke on throwing the first pitch at the Battle of the Bell game, spoke on visiting the Art of Jujitsu business, requested an update on the illegal street vendors, spoke on addressing the 250 Joann Street issues, and spoke on updating the Trap and Release policy.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on addressing the illegal street vendors issues, and introduced Brian Gruner, Parks and Community Services Director; Delcie Hynes, Emergency Services Manager; and Mark Khao, Budget and Purchasing Manager.

Assistant City Manager Ms. Gallardo-Daly spoke on addressing issues at the 250 Joann Street group home.

Police Chief Lawrence spoke on the calls for service at the 250 Joann Street group home.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Morgan & Morgan (Heidi Kearns), Eli Navarette, Gary Reynolds.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2714.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of March 19, 2024.

5. DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2024 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

ACTION:

City Council designated Council Member Arlis Reynolds as the delegate for the upcoming 2024 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

6. AMENDMENT TO THE CITYWIDE TRAFFIC SIGNAL MAINTENANCE CONTRACT

ACTION:

1. City Council approved the First Amendment to the Maintenance Services Agreement (MSA) with Yunex LLC to provide maintenance of the City's traffic signals, increasing the annual compensation for current and future years of the MSA by \$100,000, for an annual amount not to exceed \$500,000.
2. Authorized the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

7. REJECT ALL BIDS - WILSON, WAKEHAM, AND TEWINKLE PARKS BRIDGES REPLACEMENT PROJECT, CITY PROJECT NO. 23-12

ACTION:

City Council rejected all bids for the Wilson, Wakeham, and TeWinkle Parks Bridges Replacement Project, City Project No. 23-12.

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

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

City Council recessed into a break at 7:26 p.m.

City Council reconvened at 7:41 p.m.

PUBLIC HEARINGS:

1. SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS AND FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

Presentation by Ms. Huynh, Principal Planner.

Public Comments:

Christine Nolf, Costa Mesa, spoke in support of an Inclusionary Housing Ordinance, spoke on housing costs, increasing the maximum amount of affordable housing in the city, spoke in support of 15% low or 10% very low on projects over 40 units, and spoke in support of establishing strong in-lieu fees.

Jacob Sanchez, Costa Mesa, spoke in support of 15% low income on projects.

Speaker, Costa Mesa, spoke on the high rental costs and in support of 15% low income on projects.

Cynthia McDonald, Costa Mesa, spoke on market rate units, overall ratio, and in support of 15% low income on projects.

Reina Cuthill, Costa Mesa, spoke in support of 15% low income on projects, supports a strong affordable housing ordinance that will impact generations to come.

Speaker, spoke on the need for extremely low-income housing, and in support of 15% low income on projects.

Speaker, spoke in support of affordable housing.

Jenn Tanaka, Costa Mesa, spoke on the timeline for rezoning requirements, the Housing and Community Development suggestions and the change in wording from “can” to “shall”, and that a 20% builders remedy is too high.

Speaker, spoke on incentives, taxes, and assisting first time homebuyers.

Adam Wood, Building Industry Association, spoke on the Planning Commission recommendations, spoke on moving forward with a program that will actually provide more housing, spoke on the City of Santa Ana as a good comparison, and that affordable housing is linked to supply.

Cesar Covarrubias, Executive Director of Kennedy Commission, spoke on the number of units in production in Santa Ana, supports a 15% low income, and spoke on the City of Santa Ana’s fees.

Speaker, spoke in support of a strong affordable housing requirement.

Tim O’Brien, Legacy Partners, spoke on the percentages needing to be competitive, spoke on industrial building and zoning, and spoke in support of the Planning Commission’s recommendation.

George Sakioka, Sakioka Company, spoke on developers meeting the requirements and market forces, spoke on the Planning Commission’s recommendation, spoke on timing of the ordinance and zoning enhancements, and on guarantees for long term development.

Christian Garcia, Costa Mesa, spoke on the need for affordable housing, spoke on increasing the percentages, spoke on creating better environments for families, and in support of 15% low income on projects.

Priscilla Rocco, spoke in support of an inclusionary housing ordinance, and in support of 15% low income and 10% for very low income.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve staff recommendation with the following changes:

- At 60 or more dwelling units per acre, 15% low income and 10% very low income.
- Strike Section 2 related to ownership residential projects and remove references to ownership from the ordinance.
- Adopt in-lieu fees as proposed.

SUBSTITUTE MOTION/SECOND: Mayor Pro Tem Harlan/Council Member Chavez

SUBSTITUTE MOTION: Approve staff recommendations with the following changes:

- Allocate \$2.5 million in the 2024/2025 budget for an Affordable Housing Trust Fund.
- Increase threshold to 50 dwelling units.
- At 60 units per dwelling acre, 10% low income and 5% very low income.
- Strike section two related to ownership residential projects and remove references to ownership from the ordinance.
- The ordinance will be effective upon the adoption of rezoning by the City Council.

SECOND SUBSTITUTE MOTION/SECOND: Council Member Reynolds/Council

Member Marr

SUBSTITUTE MOTION: Staff recommendation with the following changes:

- At 60 units per dwelling acre, 10% low income, and 5% very low income.
- Allocate \$2.5 million in the 2024/2025 budget into an Affordable Housing Trust Fund, including a first-time home ownership program.
- Direct staff to bring back strategies & needs possibly via a study session to accelerate rezoning.
- Streamline projects subject to the affordable housing ordinance.
- Adopt the in-lieu fee resolution as presented.

Discussion ensued on the threshold and on in-lieu fees.

Council Member Reynolds clarified her motion to include the threshold to be 50 dwelling units, strike section two (2) related to ownership residential projects and remove references to ownership from the ordinance, defer in-lieu fees, and the ordinance shall take effect thirty (30) days after adoption.

SECOND SUBSTITUTE MOTION/SECOND: Council Member Reynolds/Council

Member Marr

SUBSTITUTE MOTION: Staff recommendation with the following changes:

- At 60 units per dwelling acre, 10% low income, and 5% very low income.
- Allocate \$2.5 million into an Affordable Housing Trust Fund, including a first-time home ownership program.
- Direct staff to bring back strategies & needs possibly via a study session to accelerate rezoning.
- Streamline projects subject to the affordable housing ordinance.
- Increase the threshold to 50 dwelling units.
- The Ordinance shall be effective 30 days after adoption (pursuant to State Law).
- Strike section two (2) related to home ownership projects in the ordinance.
- Defer in-lieu fees to a future meeting.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Gave first reading to Ordinance No. 2024-02 approving the Affordable Housing Ordinance and amending Title 13 to establish the affordable housing requirements for new residential development projects.
3. Deferred Resolution No. 2024-10 establishing the affordable housing in-lieu fee schedule to a later date.

City Council recessed into a break at 10:30 p.m.

City Council reconvened at 10:46 p.m.

OLD BUSINESS:

1. **CITY COUNCIL FIRST READING OF ORDINANCES TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) AND TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S RETAIL CANNABIS PROVISIONS AND FIND THIS PROJECT TO BE CATEGORICALLY EXEMPT FROM CEQA**

Presentation by Ms. Halligan, Senior Planner.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Limit Public Comment time to 2 minutes each.

The motion carried: 5-2.

Public Comments:

Joe Zappala, spoke on signage and allowing dispensaries to identify their business.

Speaker, expressed concern that a cap of 35 is too high and requested a buffer zone between stores.

Mike Hannegan, Secret Garden, spoke on allowing signage that identifies it is a dispensary, cannabis store, or has a green cross.

Speaker, spoke on changing the numeric limit from Cannabis Business Permit to Conditional Use Permit, remove the legal non-confirming status from being attached to existing stores, requested to remove the requirement that each financial interest holder obtain a business license.

Speaker, spoke in support of a cap at 35, and in support of changing the signage to allow identification of the business.

Speaker, indicated the cap of 35 is too high and spoke on the separation requirements.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendations with the following changes:

- Continue to process the 35 CUP applications, accept no other applications for 3 years, then at that time City Council can decide whether to accept additional applications, and if they decide to, what constraints or buffers.
- Direct staff to process the remaining 12 CUP applications by the end of 2024, based on the readiness of the application, not if Tier 1 or Tier 2 system.
- If subsequently there is a sale or change in ownership of an existing CUP they can apply for a CBP.

Discussion ensued on the financial interest business license requirement.

Mayor Stephens added to the motion to strike that each financial interest holder shall obtain a business license.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Council Member Chavez

SUBSTITUTE MOTION: Approve staff recommendation.

Mayor Pro Tem Harlan requested to strike that each financial interest holder shall obtain business license requirement.

Council Member Marr did not agree to the change.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Council Member Chavez

SUBSTITUTE MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Mayor Stephens.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council found that the project is categorically exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule").
2. Introduced for first reading, by title only, Ordinance No. 2024-03 amending Title 13 (Planning, Zoning and Development) and Ordinance No. 2024-04 amending Title 9 (Licenses and Business Regulations) of the Costa Mesa Municipal Code to modify the City's retail cannabis provisions.

NEW BUSINESS:

1. AWARD OF FIRE STATION NO. 4 TRAINING TOWER AND SITE IMPROVEMENTS PROJECT, CITY PROJECT NO. 23-04, AND FINDING OF A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Presentation by Mr. Yang, City Engineer.

Public Comments:

Speaker, spoke on the Finance and Pension Advisory Committee reviewing the item and inquired if the scope had increased.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the Fire Station No. 4 Training Tower and Site Improvements Project, City Project No. 23-04, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301.
2. Adopted plans, specifications, and working details for the Fire Station No. 4 Training Tower and Site Improvements Project, City Project No. 23-04.
3. Authorized the City Manager and City Clerk to execute a Public Works Agreement (PWA) in a not to exceed amount of \$3.5 million and future contract amendments as approved by the City Attorney within City Council authorized limits to Caliba, Inc., 8031 Main Street, Stanton, California 90680.

4. Authorized the City Manager and City Clerk to execute a Professional Services Agreement (PSA) in the amount of \$347,241 and future contract amendments as approved by the City Attorney and within City Council authorized limits to STV Construction, Inc., 1055 West 7th Street, Suite 2900, Los Angeles, California 90017.
5. Authorized the City Manager to negotiate change orders, as needed, to split the project into phases based on available funding, and explore financing options, including bond financing, with final bond documents to be brought to the City Council for final adoption, to fund the remaining unfunded portion of the project's construction costs currently totaling \$1.5 million for the second phase of the project.

MOVED/SECOND: Council Member Chavez/Mayor Stephens

MOTION: Continue New Business item No. 2 to the next regularly scheduled meeting.

SUBSTITUTE MOTION/SECOND: Council Member Harper/Council Member Marr

SUBSTITUTE MOTION: Adjourn the meeting and continue the remaining items to the April 16th meeting.

The motion carried by the following roll call vote:

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

Nays: Council Member Reynolds.

Absent: None.

Abstain: None.

Motion carried: 6-1

2. FISCAL YEAR 2023-24 MID-YEAR BUDGET UPDATE AND ADJUSTMENTS

ACTION:

City Council continued the item to the April 16, 2024 City Council meeting.

3. APPOINTMENTS TO VARIOUS CITY COMMITTEES

ACTION:

City Council continued the item to the April 16, 2024 City Council meeting.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 11:46 p.m.

Minutes adopted on this 21st day of May, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-255

Meeting Date: 6/18/2024

TITLE:

URBAN MASTER PLAN SCREENING REQUEST (PSCR-24-0003) FOR A PROPOSED 38 UNIT LIVE/WORK DEVELOPMENT ON A 2.3 ACRE SITE WITHIN THE MESA WEST BLUFFS URBAN PLAN LOCATED AT 960 WEST 16TH STREET

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

PRESENTED BY: CHRIS YEAGER, ASSOCIATE PLANNER

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

RECOMMENDATION:

Staff recommends the City Council review and provide feedback on the proposed 38-unit new live/work development in the Mesa West Bluffs Urban Plan area, and to provide comment on the requested deviations.



Agenda Report

Item #: 24-255

Meeting Date: 6/18/2024

TITLE: URBAN MASTER PLAN SCREENING REQUEST (PSCR-24-0003) FOR A PROPOSED 38 UNIT LIVE/WORK DEVELOPMENT ON A 2.3 ACRE SITE WITHIN THE MESA WEST BLUFFS URBAN PLAN LOCATED AT 960 WEST 16TH STREET

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 review and provide feedback on the proposed 38-unit new live/work development in the Mesa West Bluffs Urban Plan area, and to provide comment on the requested deviations.

BACKGROUND:

A preliminary plan has been submitted for an Urban Plan Screening application that includes 38 new live/work units to be located at 960 West 16th Street. Staff reviewed the preliminary plan which is the basis of the analysis and issues identified in this report.

Project Concept Screening

The screening process is an opportunity to determine whether a proposed project concept meets the City Council's expectations for new projects in the Urban Plan areas before an applicant proceeds further into the development process and prepares for a comprehensive Master Plan application submittal.

The property is located within the Mesa West Bluffs Urban Plan area. The Urban Plan allows for live/work units and deviations from Urban Plan and other development standards when approved through a Master Plan in exchange for high quality projects. Should the project move forward, the Master Plan would be subject to review and approval by the Planning Commission.

The Urban Plan Master Plan Screening process is intended to address the following questions:

1. Does the project meet the City Council's expectations for projects in the Urban Plan areas?

On April 4, 2006, the City Council adopted the Mesa West Bluffs Urban Plan to allow incentives for the development of live/work units and/or residential lofts in an approximate 277-acre area of the City's Westside. The intent of the Urban Plan is to provide development/economic

incentives for private property owners to reinvest and redevelop their properties. The objectives of the plan include the following:

- Identify development regulations to realize the vision of the Urban Plan. These regulations address mixed-use development standards as well as public streetscapes and urban design improvement and amenities.
- Provide a Land Use Matrix of allowable uses for live/work development that recognize the development potential of the plan area and need to sensitively integrate new development with the surrounding areas, and therefore, promote both resident and business community confidence in the long term.
- Encourage the construction of live/work units that combine residential and nonresidential uses in the same unit without exceeding the development capacity of the General Plan transportation system.
- Attract more residents and merchants by allowing mixed-use development in the form of a live/work loft, which offers first-floor retail/office uses and upper story living spaces in the same unit.
- Encourage adaptive reuse of existing industrial or commercial structures, which would result in rehabilitated buildings with unique architecture and a wider array of complementary uses.
- Stimulate improvement in the Mesa West Bluffs Urban Plan area through well designed and integrated urban residential development that is nontraditional in form and design with flexible open floor plans, which complements the surrounding existing development.
- Meet the demand for a new housing type to satisfy a diverse residential population comprised of artists, designers, craftspeople, professionals, and small-business entrepreneurs.
- Promote new types of urban housing that would be target-marketed to people seeking alternative housing choices in an industrial area. An urban loft would be an alternative to a traditional single-family residence, tract home, or small-lot subdivision.
- Encourage the design and development of urban residential structures reflecting the urban character of the surrounding industrial context both in the interior and exterior areas. Encourage quality live/work development which promotes business activity through workspaces and amenity areas which are distinct from residential lofts/life-style lofts in design and function.

2. Does the City Council have comments regarding any requested deviations?

The Mesa West Bluffs Urban Plan allows development flexibility in exchange for quality projects that meet the Urban Plan vision. Such flexibility may come in the form of deviations from required development standards, as approved through a Master Plan. The project, as proposed, includes deviations discussed below in the “Requested Deviations from Development Standards” section of this report. The screening process highlights requested project deviations from the Mesa West Bluffs Urban Plan so that the City Council can provide feedback. Pursuant to Costa Mesa Municipal Code Section 13-83.52(d), a deviation from mixed-use development standards may be approved through the Master Plan process provided that the following findings are made:

1. The strict interpretation and application of the mixed-use overlay district’s development standards would result in practical difficulty inconsistent with the purpose and intent of

- the General Plan and Urban Plan, while the deviation to the regulation allows for a development that better achieves the purpose and the intent of the General Plan and Urban Plan.
2. The granting of the deviation results in a mixed-use development which exhibits excellence in design, site planning, integration of uses and structures and compatibility with standards for residential development.
 3. The granting of a deviation will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Pursuant to the Urban Plan, on-site and off-site amenities contributing to the project's overall design excellence may enable appropriate findings for approval of the requested deviations to be made. The City is also required to make a finding in support of the requested deviations from the development standards for live/work units. Specifically, this finding requires that the requested deviations will not make the live/work units more suitable for a primarily residential use.

The Mesa West Bluffs Urban Plan can be found at the following link:

<https://www.costamesaca.gov/home/showpublisheddocument/313/636490563866670000>

PROJECT SITE:

The proposed development site has a project area of 2.3 acres and is located on the north side of West 16th Street, approximately 500 feet west of the nearest intersection of West 16th Street and Monrovia Avenue. The site has a General Plan Land Use Designation of "Light Industrial" and is zoned "General Industrial District" (MG). The site is bounded by West 16th Street to the south, with the City of Newport Beach's Utility Yard located across the street, multiple tenant industrial developments to the east, and a similar live work development to the north and west ("Lighthouse"). The Costa Mesa boundary with the City of Newport Beach is located at the southern property line of the project site, and therefore the adjacent West 16th Street right-of-way (including, but not limited to, sidewalk, landscape, curb, gutter, and roadway) are physically located in the City of Newport Beach. As a result, any offsite improvements in the West 16th Street public right-of-way and maintenance thereof are subject to review and permitting by the City of Newport Beach.

Image 1 – Project Location

The project site is currently developed with an approximate 50,000 square-foot warehouse and office building, which was recently occupied by an apparel manufacturer (RVCA). (See the below Image 2.)

Image 2 - Street View of Existing Property

PROJECT DESCRIPTION:

The proposed development would include a Master Plan and subdivision (Tentative Tract Map). The project proposes 38 live/work units, with three-unit configurations, ranging from 1,999 square feet to 2,300 square feet. Each individual unit is proposed as a detached structure and includes a first-floor workspace, restroom and two-car garage. The second-floor includes living area with an open great room, a kitchen, dining area, living room, a half bathroom, and a covered deck. The third-floor living area proposes three bedrooms, two full bathrooms, and a laundry room. A partially covered rooftop deck is also proposed above the third floor. In addition to the roof deck, each unit is also proposed with private open space at the ground level. The seven units located immediately adjacent to West 16th Street include a street-facing design orientation, and these units include direct pedestrian access from the sidewalk.

The project proposes a density of 16.5 dwelling units per acre (du/acre) and the Mesa West Bluffs Urban Plan permits a density up to 20 dwelling units per acre. The maximum height proposed for each unit is approximately 44' – 3" and consists of three floors with a roof deck above. The Urban Plan allows for a maximum building height of 60 feet and four stories. The proposed total Floor Area Ratio (FAR) for the project is 0.82, which is less than the Urban Plan maximum allowed of 1.0 FAR. Each unit is proposed with two garage parking spaces, and the site plan also includes common parking located along the street (parallel parking) and within a small parking lot located at the end of a cul-de-sac (see the "parking and Circulation" analysis provided below in this report). As proposed, site parking is not in compliance with the Urban Plan and would require approval of a deviation (specifically described below in the "Parking and Circulation" section of this report).

ANALYSIS:***Traffic Evaluation***

The Transportation Division completed a preliminary trip generation analysis to compare the proposed 38-unit live/work project to existing conditions. The preliminary project trip projections indicate that the proposed development would generate 620 daily trips which exceeds the 273 total daily trips for the existing light industrial development. Pursuant to the Costa Mesa Municipal Code (CMMC), a transportation impact study is required for all development projects that generate 100 or more vehicle trip ends during a peak hour. As indicated below in Table 1 ("Preliminary Trip Generation Analysis"), the City's Transportation Division anticipates during the AM and PM peak-hours, the proposed project would generate approximately 45 and 54 peak hour trips, respectively. Since the proposed project does not meet the criteria, a transportation impact study is not required; however, the project will be subject to traffic impact fees.

Table 1: Preliminary Trip Generation Analysis

Land Use	Units	AM Peak Hour Trips	PM Peak Hour Trips	Daily Trips
Proposed (Live/Work)	38 Dwelling Units	45	54	620
Existing (Light Industrial)	56,000 SF	41	36	273

Parking and Circulation

Pursuant to the Mesa West Bluffs Urban Plan, total parking for live/work units is based on unit size. The Urban Plan indicates that live/work units that have a floor area between 1,000 and 2,000 square feet are required to provide 1.5 tenant parking spaces per unit and 1.5 guest parking spaces. In addition, the Urban Plan specifies that units ranging from 2,000 to 3,000 square feet require two tenant parking spaces per unit and 1.5 guest parking spaces. As shown in Table 2 and pursuant to the preliminary plans, the project includes 10 units that range from 1,000 to 2,000 square feet, and 28 units that range in floor area between 2,000 and 3,000 square feet. Based on the units' size and number of units, the project requires a total of 128 parking spaces (71 tenant parking spaces and 57 guest parking spaces).

Table 2: Project Required Parking

	Live/work Units	Required Tennant Parking Spaces	Required Guest Parking Spaces	Total
1,000 to 2,000 square-foot units	10 units	15 spaces	15 spaces	30 spaces
2,000 to 3,000 square-foot Units	28 units	56 spaces	42 spaces	98 spaces
Total:	38 Units	71 spaces	57 spaces	128 spaces

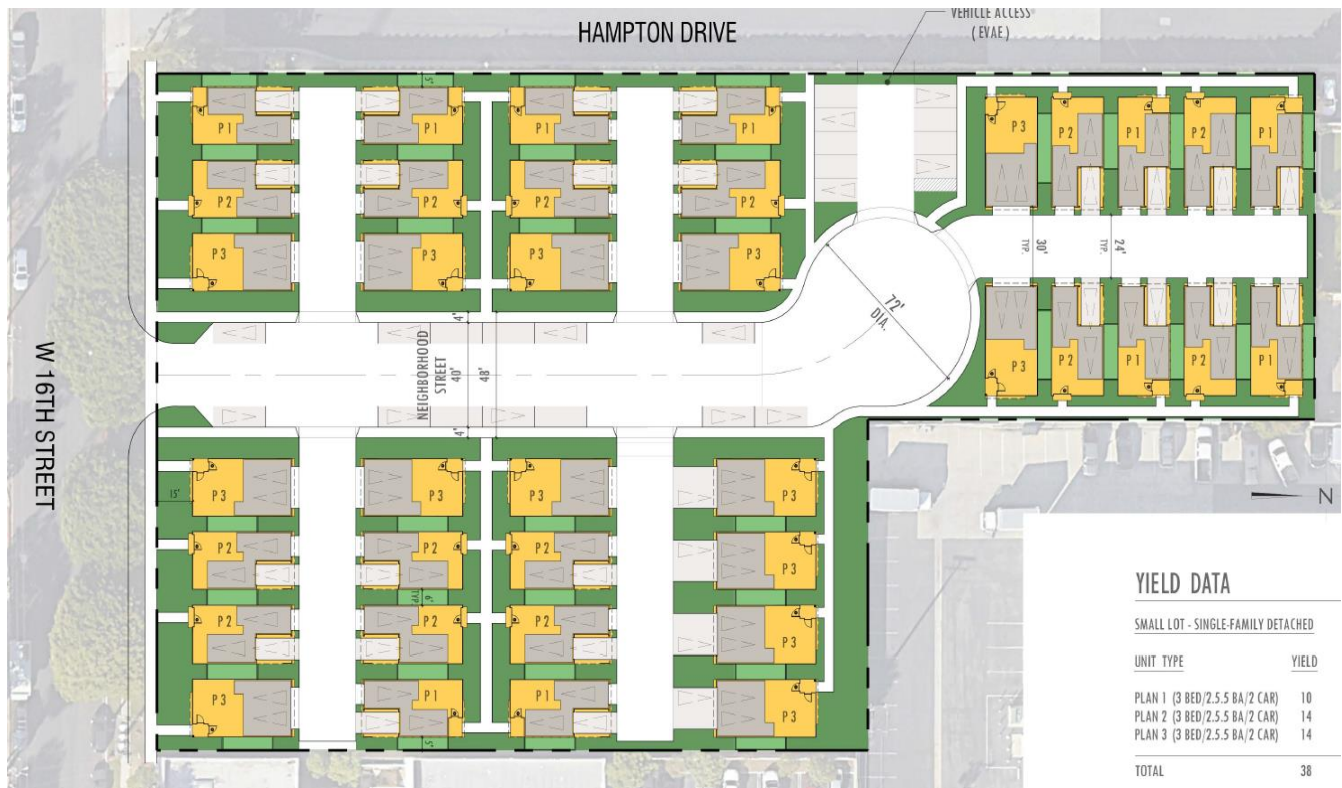
Although the applicant's plans show 130 parking spaces for the proposed development, the plans do not reflect the parking provisions required pursuant to Mesa West Bluff Urban Plan development standards. Specifically, the project includes 32 required guest parking spaces proposed in tandem. Pursuant to the Urban Plan parking standards, "tandem garages and tandem open parking spaces are expressly prohibited". Therefore, the project necessitates approval of a deviation from the Urban Plan to allow tandem parking to provide the required guest parking. Worth noting is that the adjacent live/work development (Lighthouse) was constructed with tandem parking on driveways in front of garages; however, the neighboring development was approved before the Urban Plans were amended to "expressly prohibit" tandem parking.

As shown below in Image 3, the project is designed with a 40-foot wide private street with parallel parking that is approximately 300-foot long and also features a 72-foot diameter cul-de-sac. The project also includes five individual streets that provide vehicular access to each of the live/work units. According to the City's Public Works Department, the proposed circulation design concept generally complies with City standards; however, the circulation improvements will be reviewed for consistency if/when final plans are submitted. The circulation and associated right-of-way improvements would be maintained by a private homeowner's associations.

The project will be required to provide adequate turnaround for trash trucks and emergency vehicles. The project proposes an emergency vehicle access gate between the on-grade parking lot and the private street, Hampton Drive located to the west. In order to allow for the emergency vehicle access gate, a letter of consent will be required from the neighboring community association.

The project proposes an internal pedestrian sidewalk system that provides pedestrian access to all units from West 16th Street. Similar to the adjacent live/work development located to the west, the front proposed seven units are oriented toward West 16th Street with direct pedestrian access to the existing sidewalk.

Image 3: Site Plan



The proposed project is located within a half-mile from bus stops for the 47 Line (Fullerton-Balboa) on Placentia Avenue. In addition, a class II bikeway is provided on Placentia Avenue.

Requested Deviations From Development Standards

The Urban Plans provide incentives for live/work units by allowing deviations from development standards, subject to the approval of the Planning Commission. The Urban Plan allows for development flexibility in exchange for quality projects that meet the Urban Plan vision. Council feedback is requested regarding the following project deviations.

1. Required Guest Parking

Of the Urban Plan required 57 guest parking spaces for the project, 32 are proposed in tandem which is “expressly prohibited by the Urban Plan”. Therefore, a deviation is required to provide only 25 of the required 57 guest parking spaces as non-tandem spaces, with the remaining 32 proposed to be provided in tandem.

2. Distance Between Main Buildings

Pursuant to the Urban Plan, a 10-foot separation is required for main buildings on the same site. Alternatively, the project proposes a separation of six feet between buildings which requires a deviation. The separation proposed is similar to the City's Small Lot Ordinance and Accessory Dwelling Unit separation requirements. In addition, the California Building Code allows for a six-foot building separation. Lastly, the neighboring live/work development located directly to the west was approved with a deviation to allow for six-foot building separations.

3. Minimum Size of Workspace

The Mesa West Bluffs Urban Plan minimum workspace size is 250 square feet and excludes bathrooms, kitchens, balconies, or hallway areas. The application proposes workspaces ranging approximately from 120 to 180 square feet, and therefore necessitates a deviation from the Urban Plan's minimum workspace size. As proposed, the workspace in each unit type would be comparable to a home office.

Proposed Building Height And Architecture

The existing General Industrial zoning designation of the site has a maximum allowable building height of 30 feet and two stories. However, with the approval of a Master Plan, the development can take advantage of the Mesa West Bluffs Urban Plan development standards which allows a maximum height of 60 feet and four stories. The project is designed with a maximum height of approximately 44 feet. The scale of the development is generally similar to the neighboring live/work project which was approved with a maximum height of approximately 35 feet (including three stories and a roof deck).

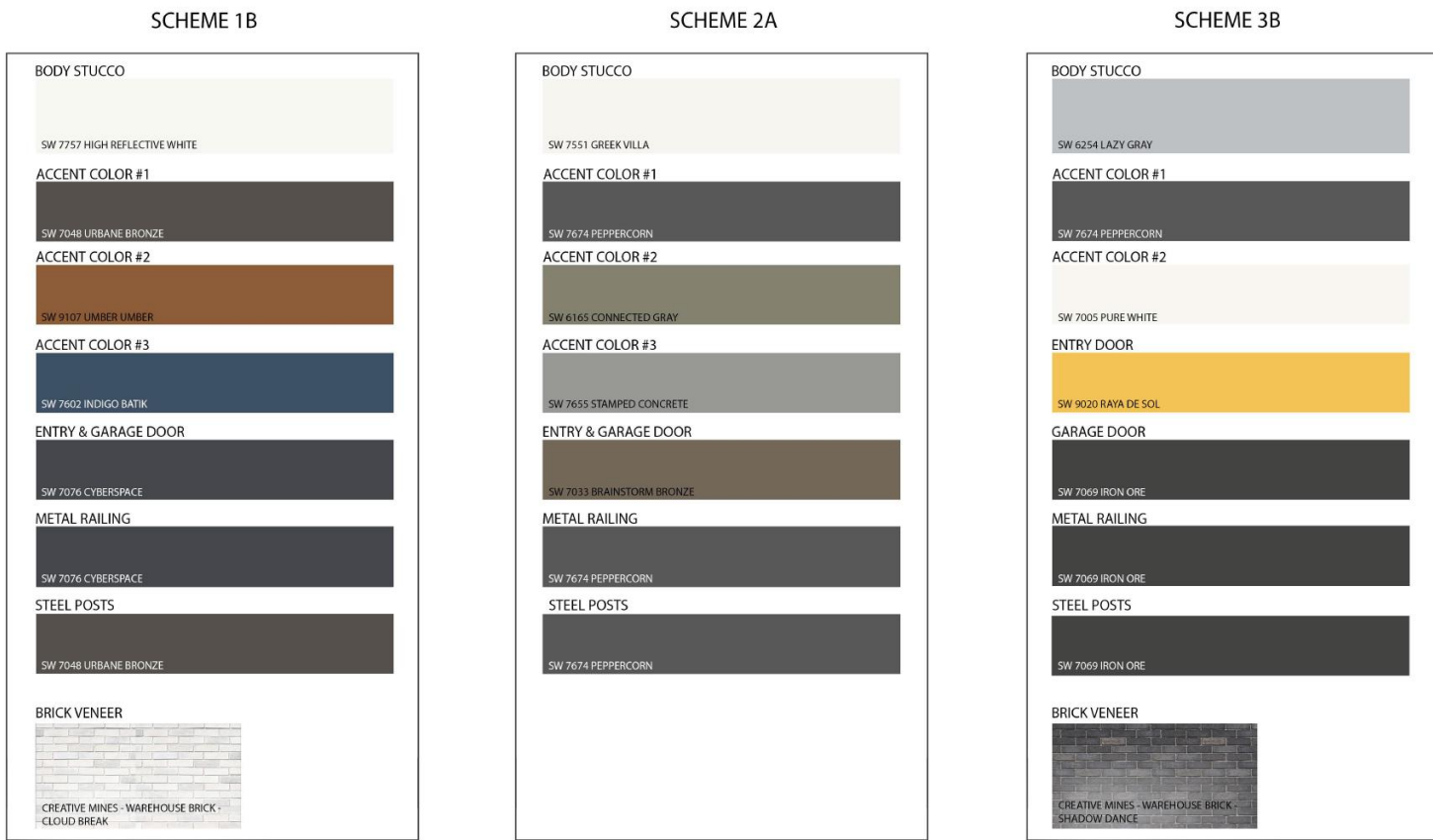
Image 4: Preliminary Renderings



The applicant submitted several exhibits showcasing contemporary architectural styles including preliminary elevations and renderings. The project proposes to be constructed with modern architectural elements with multiple building panes and materials. The side and rear elevations are predominantly stucco with small bands of different materials to break up the façade. Each unit is proposed to include a roof deck with patio cover, metal railings, and colored brick veneer siding at the

work area frontage. These designs incorporate various offsets, articulations, and construction materials to enhance the buildings' aesthetic qualities. As shown in Image 5 below, the project proposes stucco cladding and various accent colors and veneers depending on the unit type. Details regarding the architectural style, materials used, building facades, as well as shade and shadow analysis, will be required and thoroughly reviewed with the future Master Plan application submission.

Image 5: Preliminary Color and Material Board



Landscaping

Approval of a detailed landscape plan will be required to be submitted with the Master Plan and to be reviewed by the Planning Division prior to issuance of any building permits. Pursuant to the Mesa West Bluffs Urban Plan, the project will include on-site landscaping, plazas and courts, art, fountains, seating, or shade shelters. The amount of landscaping required onsite is prescribed in the Zoning Code’s Landscape Ordinance. All landscaped areas will consist of predominantly California native plants.

Off-Site Improvements

Pursuant to the Urban Plan, off-site improvements include, but are not limited to, upgrades to a local street, sidewalks, water and sewer, drainage, curbs and gutters, street signs, park in lieu fees, utility easements, and landscaping. Details and phasing of required off-site improvements would be addressed with the Master Plan’s processing. Because Costa Mesa’s city boundary is located on the

south property line of the project immediately adjacent to the public-right-of-way, all public improvements within the West 16th Street right-of-way are subject to the requirements of the City of Newport Beach. City staff will work in coordination with the City of Newport Beach staff to ensure the necessary circulation improvements, and high-quality public-right-of-way aesthetics.

MERITS OF THE PROPOSED PROJECT:

The following is a summary of the merits of the proposed live/work project at this location:

1. Project meets objectives of the Mesa West Bluffs Urban Plan. The project promotes a type of urban housing including live/work units. All units include a ground floor office or workspace that can be utilized for small home-based occupations by professionals who work from home.
2. Project location would be appropriate for the proposed land use. As envisioned by the Urban Plan, the project is compatible with the surrounding light industrial and residential uses. The project location is adjacent to other residential uses, near the Banning Ranch Reserve, and within walking distance to businesses in Westside Costa Mesa. The location is immediately across the street from the Newport Beach Utility yard which does not tend to operate during later hours and is generally a low noise generator. Though mixed-use and live/work projects are exempt from the exterior noise standards required by the Zoning Code for private open space in residential zones, the Urban Plan requires that a noise study and a Phase 1 Environmental Assessment be submitted with the Master Plan application.
3. Proposed Development is consistent with the objectives of the Zoning Code and Urban Plan. The proposed project is consistent with the goals and policies of the General Plan, and live/work development standards of the Mesa West Bluffs Urban Plan. The proposed development generally meets the development standards and setback requirements with deviation requests, which are allowed by the Urban Plan.

POTENTIAL FURTHER PROJECT DESIGN CONSIDERATIONS:

Since a detailed site plan, architectural plans and project description have not been submitted, staff will continue to work with the applicant on the following issues at the Council's direction:

1. Residential Amenities. In exchange for deviating from Urban Plan standards, the project should provide quality environments and amenities. As currently proposed, the site plan does not show any residential amenities. Staff and the applicant will continue to discuss ways in which the project can address these needs.
2. Internal Circulation. The project includes an approximate 350-foot long "neighborhood street" bisecting the property which ranges from 40 feet in width to 72 feet in width at an internal cul-de-sac. Parallel parking is provided on both sides of the street. A substantial portion of the lot is proposed to be hardscaped for the purposes of motor vehicle parking and circulation. Staff believes that a certain amount of this pavement area could be used for other resident amenities. Staff and the applicant will work together on ways to accommodate additional open space,

landscaping and/or other on-site amenities by considering alternative design options for the proposed street.

3. A final review of adequate fire access will be conducted during the development application process. While the preliminary plan has been reviewed by City's Fire Prevention Division, the Master Plan submittal will need to provide a fire master plan to be reviewed and approved.

GENERAL PLAN LAND USE DESIGNATION AND 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:

Goal LU-1: A balanced community with a mix of land uses to meet resident and business needs.

The project will provide 38 live/work units that would create a mixed residential and commercial land use, and provide additional housing opportunities in compliance with the City's required Regional Housing Needs Allocation.

POLICY LU-1.3: Strongly encourage the development of residential uses and owner-occupied housing (single-family detached residences, condominiums, townhouses) where feasible to improve the balance between rental and ownership housing opportunities.

The project proposes 38 ownership housing units. The Urban Plan requires that live/work development be ownership housing. The inclusion of 38 additional ownership units will improve the balance of rental and ownership housing in the City.

Policy LU-6.1: Encourage a mix of land uses that maintain and improve the City's long-term fiscal health.

The development would occupy 0.6 percent of the City's Light Industrial land use district and may incrementally affect the City's revenue base. Additionally, an increase of 38 live/work units would necessitate additional City services and infrastructure but also provides a potential employee and customer base to Costa Mesa's businesses while also providing potential revenue from the work component of each unit.

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 a mix of employment opportunities for all economic levels of residents and businesses. Although there will be fewer employment opportunities with the live/work proposal in comparison with the current light industrial uses, 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 would reduce the vehicle miles travelled (VMT) and contribute to the overall sustainability goals of the region in terms of reducing greenhouse gas emissions.

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.*

Pursuant to Transportation Division's preliminary trip generation estimate, the proposed development is consistent with the existing circulation system and proposes an increase of 347 total daily trips and total of 54 maximum peak hour trips. A transportation impact study is required for all development projects that generate 100 or more vehicle trip ends during a peak hour. Since the proposed project does not meet the criteria, a transportation impact study is not required; however, the project will be subject to traffic impact fees.

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 the payment of development impact fees including parkland impact fees, traffic impact fees, and school fees.

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.*

The project proposes a 38 unit live/work development consisting of ground floor workspaces and upper floor residential spaces. The project proposes to be constructed with modern architectural elements with multiple building panes and materials similar to other live/work developments in the area. The seven units that are adjacent to West 16th Street are oriented toward the street with direct sidewalk access and provide for an "open neighborhood feel" design.

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 adjacent to the "Lighthouse" neighborhood, another live/work development consisting of 49 residential units and 40 live/work units. The units were also developed with a Master Plan subject to the requirements of the Mesa West Bluffs Urban Plan. The project was approved in November 2014 and was constructed soon after. The proposed project is not anticipated to negatively impact the residential and live/work uses to west and north.

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. If required, 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 be submitted with the Master Plan application, including a Phase 1 Environmental Assessment, and a noise study.

ALTERNATIVES:

Because the screening process allows the applicant to consider the City Council's initial comments and to refine the development concept based on Council feedback prior to submittal of a land use application for review, and no decisions are made, there are no alternative actions for the City Council to consider.

FISCAL REVIEW:

The City prepared a fiscal model based on adopted land uses through the 2015-2035 General Plan update. Commercial and 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. If the project proceeds to the submittal of a Master Plan application, staff will conduct a comprehensive project-specific fiscal analysis that will 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 screening process enables the City Council to address the central question about the proposed development: "Does the project concept meet Council's expectations for new development in the Mesa West Bluffs Urban Plan area?" The City Council's comments do not set precedent for approval/denial nor constitute final action on the development project. In addition, the applicant may expect that the City staff review and the Planning Commission will have other project comments/concerns that may not have been considered by the City Council. The screening process allows the applicant to consider Council's initial comments and to refine the development concept based on their feedback.

Development Pre-Application

Applicant's Project Description

for the

Proposed Residential Development at

960 W 16th Street

by:

I N T R A C O R P 

Intracorp SoCal-1, LLC

895 Dove St., Suite 400

Newport Beach, CA 92660

Submitted: May 7, 2024

Development Team

Applicant:

Intracorp SoCal-1, LLC

Attn: Rick Puffer

rpuffer@intracorphomes.com

895 Dove Street, Suite 400

Newport Beach, CA 92660

Architect:

SDK Atelier

Attn: Sherman Jones

sjones@sdkatelier.com

9100 Irvine Center Dr.

Irvine, CA 92618

Civil Engineer:

C&V Consulting, Inc

Attn: Joy Hendricks

jhendricks@cvc-inc.net

9830 Irvine Center Dr.

Irvine, CA 92618

I. Introduction & Project Description

Intracorp SoCal-1, LLC (“Intracorp”) is the proposed developer of approximately 2.35 acres at 960 W 16th Street, Costa Mesa. The property is located at the northwest corner of Quail Street and Spruce Avenue. The site currently has a two story commercial building totaling approximately 56,000 square feet. This commercial building is currently vacant.

Intracorp plans to redevelop the site with for-sale single family detached homes. Our site plan proposes 3-story homes with rooftop decks. The floorplans range from approximately 1,999 SF to 2,300 SF and feature Live/Work space at the first floor. Each home is planned to be a 3-bedroom residence. These homes will provide Westside Costa Mesa with new housing opportunities in an area that has been a desirable location for new homeowners based on similar 3-story detached homes.

The property is zoned General Industrial with a residential overlay in the West Mesa Bluffs Urban Plan. This Urban Plan allows for a density of up to 20 units an acre. The proposed site plan is within this density threshold at 16.17 du/acre.

a. Site Physical Features

The site is relatively flat with an approximate 3’ grade difference to the adjacent commercial neighbor on the East side of our property where a future retaining wall will be built. Our subject site is similar in over pad elevation to the adjacent residential project (Lighthouse) on the West and North property edges.

II. Conclusion

A high-quality residential community at 960 West 16th Street will provide much needed housing for the Costa Mesa community and support for the surrounding businesses. The floor plan types will appeal to multiple homebuyers seeking to live in the Westside Costa Mesa community.

Intracorp believes this residential concept conforms to the vision of the City and provides a balanced approach to housing that fits within the scale of surrounding land uses.

ATTACHMENT 2

URBAN MASTER PLAN SCREENING APPLICATION SUMMARY

Location:	960 West 16 th Street	Application No:	PSCR-24-0003
Request:	Urban Master Plan Screening review for a proposed 38 unit live/work development, with three unit types, ranging from 1,999 square feet to 2,300 square feet. The project will also include new circulation, landscaping, and on-site parking. Deviations requested include a reduction in the number of guest parking spaces, a reduction in the minimum distance between main buildings, a reduction in the minimum size for the work component of each unit, and to allow for tandem guest parking on driveways in front of garages.		

SUBJECT PROPERTY:

SURROUNDING PROPERTY:

Zone:	MG (General Industrial)	North:	MG (Lighthouse – Live/Work Development)
General Plan:	LI (Light Industrial)	South:	City of Newport Beach (Newport Beach Utility Yard)
Lot Dimensions:	Irregularly Shaped Approx. 260 ft X 490 ft	East:	MG (Multiple tenant industrial developments)
Lot Area:	2.3 acres	West:	MG (Lighthouse – Live/Work Development)
Existing Development:	Property is developed with an approximately 50,000 square foot office and warehouse formerly occupied by RVCA, a surface parking lot, and landscaping		

DEVELOPMENT STANDARDS COMPARISON

Development Standard	Mesa West Bluffs Requirements	Proposed/Provided
Lot Size		
Lot Size	1 Acre	2.3 acres
Density/Intensity		
FAR	1.0	Approx. 0.82
DU/Acre	15-20	Approx 16.5
Building Height		
	4 stories / 60 FT	3 Stories / 44 FT 3 IN
Development Lot Building Setbacks		
Front	15 FT	15 FT
Side (left / right)	0 FT	(5 FT/5 FT)
Rear	0 FT	5 FT
Distance between main buildings	10 FT	6 FT
Parking		
Tenant Parking	71	76
Guest Parking	57	53
Total Parking	128	129
Final Action		
CEQA Review	Planning Commission will review Master Plan	
	TBD	



Existing parking lot at rear of property
and existing building.



Existing building to be demolished.





Existing Newport Beach Utilities
campus across street.

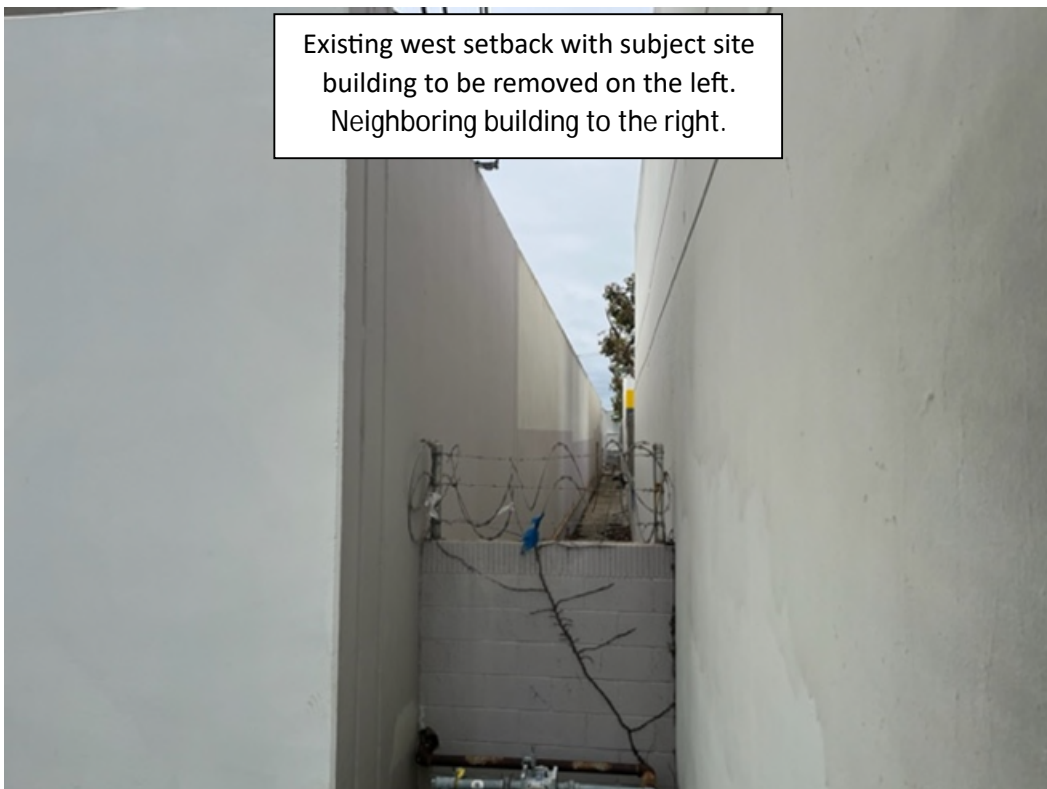


Existing Lighthouse development to
north and west of subject site.





Existing Lighthouse development to north and west of subject site.



Existing west setback with subject site building to be removed on the left. Neighboring building to the right.



960 W 16TH STREET SINGLE FAMILY DETACHED

LIVE- WORK
COSTA MESA, CALIFORNIA

PLANS

PLAN-1
PLAN-2
PLAN-3

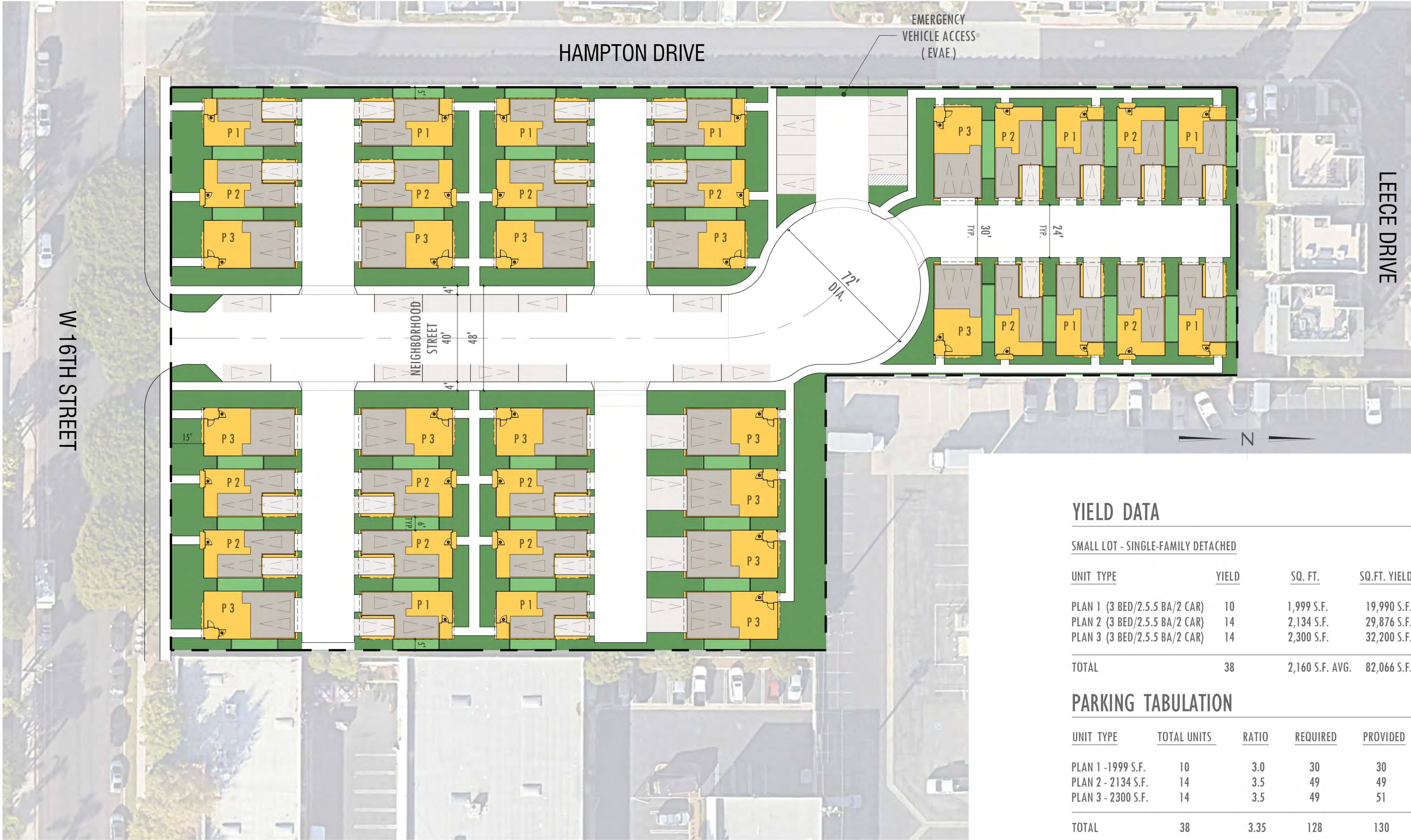
TOTAL S.F.

1,999 S.F.
2,134 S.F.
2,300 S.F.

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YIELD DATA

SMALL LOT - SINGLE-FAMILY DETACHED

UNIT TYPE	YIELD	SQ. FT.	SQ.FT. YIELD
PLAN 1 (3 BED/2.5.5 BA/2 CAR)	10	1,999 S.F.	19,990 S.F.
PLAN 2 (3 BED/2.5.5 BA/2 CAR)	14	2,134 S.F.	29,876 S.F.
PLAN 3 (3 BED/2.5.5 BA/2 CAR)	14	2,300 S.F.	32,200 S.F.
TOTAL	38	2,160 S.F. AVG.	82,066 S.F.

PARKING TABULATION

UNIT TYPE	TOTAL UNITS	RATIO	REQUIRED	PROVIDED
PLAN 1 - 1999 S.F.	10	3.0	30	30
PLAN 2 - 2134 S.F.	14	3.5	49	49
PLAN 3 - 2300 S.F.	14	3.5	49	51
TOTAL	38	3.35	128	130

PRIVATE GARAGE	76 SPACES
COVERED CARPORT	24 SPACES
OPEN PARKING / DRIVEWAYS	30 SPACES

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127



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CONCEPTUAL DESIGN
MAY 1ST, 2024



SITE PLAN





PLAN 1B

PLAN 2A

PLAN 3B

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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CONCEPTUAL DESIGN
MAY 1ST, 2024

SCALE: 1/4"=1'-0"

PLAN 1,2 & 3
STREET SCENE

Floor Plan Details:

- BEDROOM 3:** 10'-4" x 10'-0". Includes a closet (9'-1" CLG).
- BEDROOM 2:** 10'-5" x 10'-0". Includes a closet (9'-1" CLG).
- BATH 2:** Located between Bedroom 3 and the Laundry area.
- LAUNDRY:** Features stairs labeled "D." (Down) and "W." (Up).
- MECH.:** Mechanical room located near the staircase.
- Primary Bath:** Located adjacent to the laundry area.
- PRIMARY SUITE:** 13'-6" x 11'-9". Includes a closet (9'-1" CLG).
- W.I.C.:** Walk-in closet, 17.5 L.F., located near the Primary Suite.

Dimensions and Annotations:

- Overall Dimensions:** 22'-0" wide by 40'-2" deep.
- Room Dimensions:**
 - Bedroom 3: 10'-4" x 10'-0"
 - Bedroom 2: 10'-5" x 10'-0"
 - Primary Suite: 13'-6" x 11'-9"
- Closets:** 9'-1" CLG in each bedroom and the primary suite.
- Stairs:** DN 17' and UP 7'.
- Other Labels:** 3050 SH, 3050 SH, 3050 SH, 3050 SH, 3040 SH, 3016 FX, 1640 SH, 3'-2".

[illegible]

22'-0"

8080 SECTIONAL GARAGE DOOR

GUEST PARKING
9'-0" x 18'-0"

1-CAR GARAGE
10'-5" x 20'-2"
9'-1" CLG
ABV. SLAB

8080 SECTIONAL GARAGE DOOR

1-CAR GARAGE
10'-2" x 20'-6"
9'-1" CLG
ABV. SLAB

COVERED PORCH

3080 DR

BATH 3

UP 17

OFFICE
10'-7" x 8'-0"
9'-1" CLG

4040 SL

2040 SH

42'-0"

8"

PLAN 1B - 1,999 S.F.

3 BEDROOMS, OFFICE, ROOF DECK
2.5.5 BATHROOMS
2 CAR GARAGE

FIRST FLOOR	242 S.F.
SECOND FLOOR	803 S.F.
THIRD FLOOR	929 S.F.
FOURTH FLOOR	25 S.F.
TOTAL	<u>1,999 S.F.</u>

GARAGE	475 S.F.
COVERED PORCH	43 S.F.
COVERED DECK	124 S.F.
ROOF TOP DECK	244 S.F.


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CONCEPTUAL DESIGN

MAY 1ST, 2024

SCALE: 1/4"=1'-0"



0 4' 8' 16'

PLAN 1B
FLOOR PLAN
REFLECTS ELEVATION STYLE 'B'



- MATERIAL CALLOUTS
- 1 - STUCCO
 - 2 - CEMENTITIOUS LAP SIDING
 - 3 - CEMENTITIOUS BOARD & BATTEN SIDING
 - 4 - CEMENTITIOUS TRIM SURROUND
 - 5 - CEMENTITIOUS CORNER TRIM
 - 6 - STUCCO O/ HIGH DENSITY FOAM TRIM
 - 7 - ROUND METAL POST
 - 8 - METAL RAILING
 - 9 - BRICK VENEER

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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INTRACORP

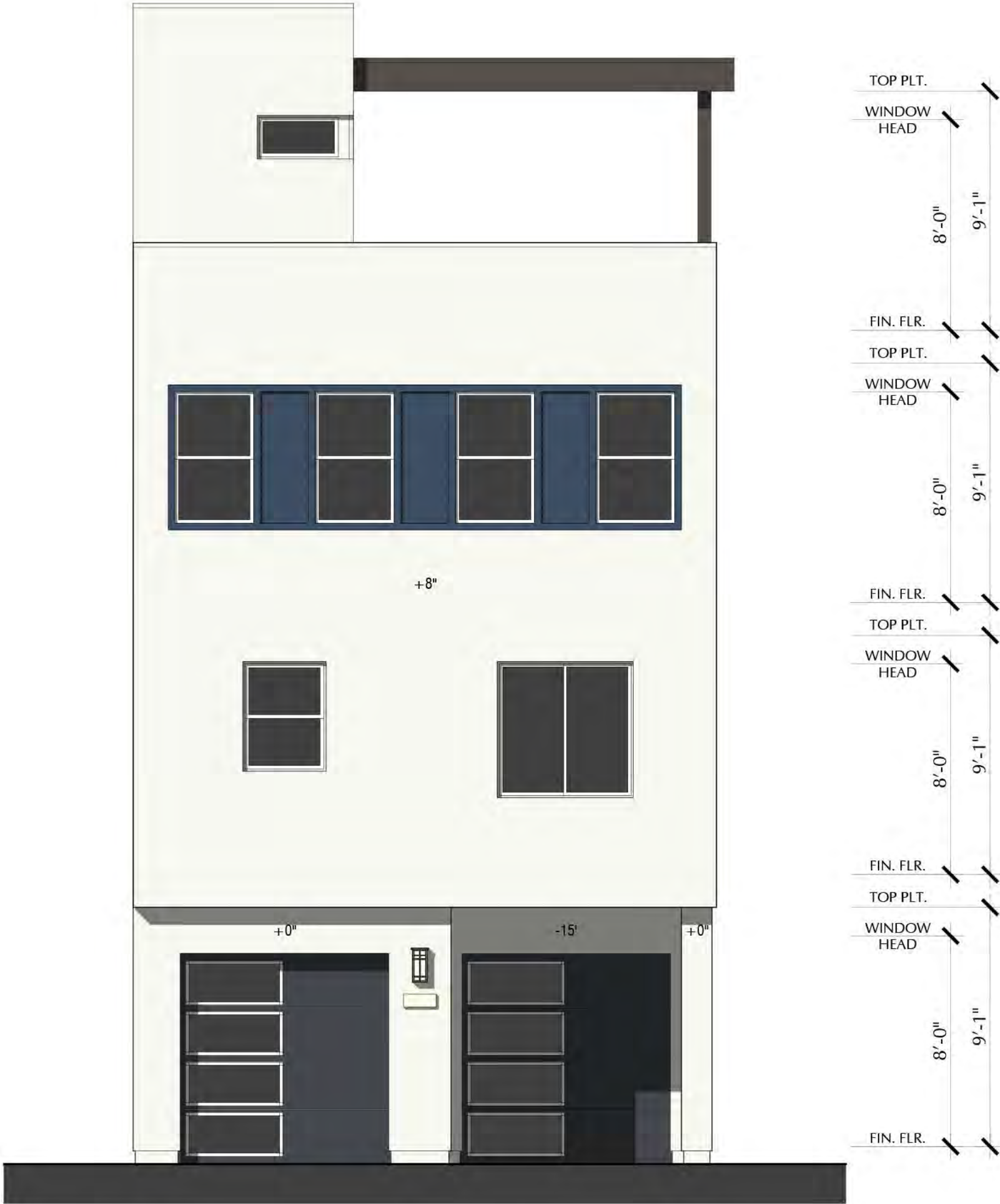
CONCEPTUAL DESIGN
MAY 1ST, 2024

SCALE: 1/4"=1'-0"
0 4' 8' 16'

PLAN 1-B
FRONT & LEFT ELEVATION
REFLECTS ELEVATION STYLE 'B'



RIGHT - B



REAR - B

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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INTRACORP

CONCEPTUAL DESIGN
MAY 1ST, 2024

SCALE: 1/4"=1'-0"
0 4' 8' 16'

PLAN 1-B
REAR & RIGHT ELEVATION
REFLECTS ELEVATION STYLE 'B'



PLAN 2A - 2,134 S.F.

3 BEDROOMS, OFFICE, ROOF DECK
2.5.5 BATHROOMS
2 CAR GARAGE

FIRST FLOOR	276 S.F.
SECOND FLOOR	877 S.F.
THIRD FLOOR	960 S.F.
FOURTH FLOOR	21 S.F.
TOTAL	<u>2,134 S.F.</u>

GARAGE	485 S.F.
COVERED PORCH	S.F.
COVERED DECK	69 S.F.
ROOF TOP DECK	237 S.F.

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127



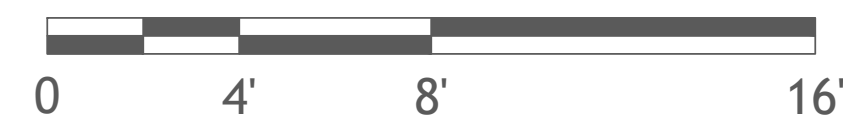
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CONCEPTUAL DESIGN

MAY 1ST, 2024

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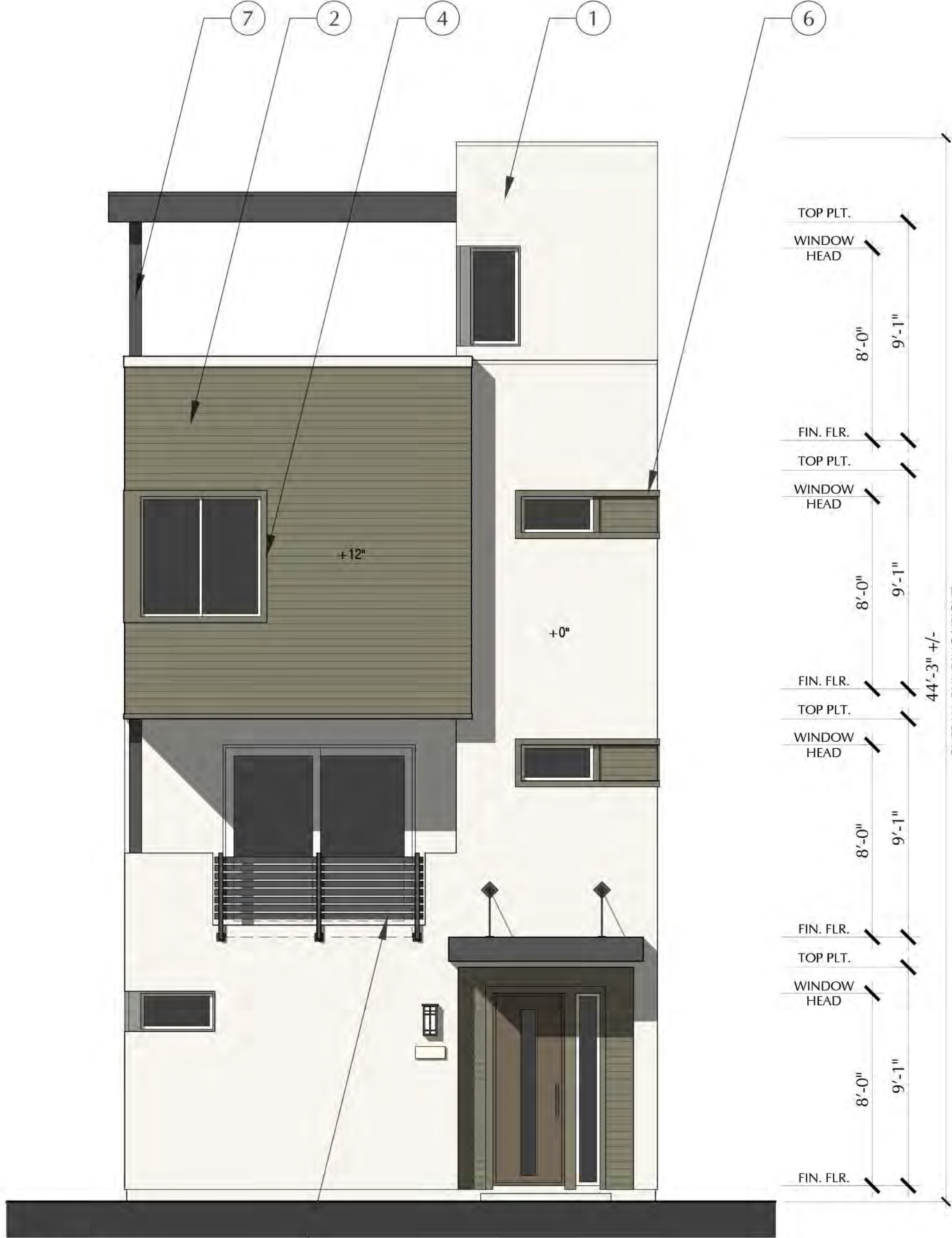


PLAN 2A
FLOOR PLAN
REFLECTS ELEVATION STYLE 'A'

A



LEFT - A



FRONT - A

MATERIAL CALLOUTS

- 1 - STUCCO
- 2 - CEMENTITIOUS LAP SIDING
- 3 - CEMENTITIOUS BOARD & BATTEN SIDING
- 4 - CEMENTITIOUS TRIM SURROUND
- 5 - CEMENTITIOUS CORNER TRIM
- 6 - STUCCO O/ HIGH DENSITY FOAM TRIM
- 7 - ROUND METAL POST
- 8 - METAL RAILING
- 9 - BRICK VENEER

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

SDK

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INTRACORP

CONCEPTUAL DESIGN
MAY 1ST, 2024

SCALE: 1/4"=1'-0"
0 4' 8' 16'

PLAN 2-A
FRONT & LEFT ELEVATION
REFLECTS ELEVATION STYLE 'A'



RIGHT - A



REAR - A

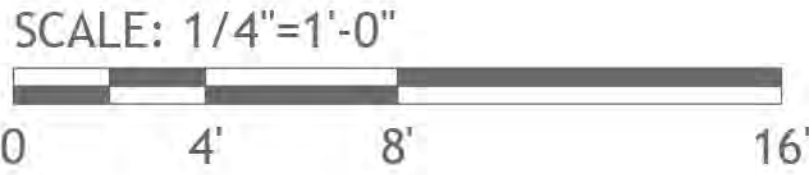
960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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CONCEPTUAL DESIGN
MAY 1ST, 2024



PLAN 2-A
REAR & RIGHT ELEVATION
REFLECTS ELEVATION STYLE 'A'



PLAN 3B - 2,300 S.F.

3 BEDROOMS, OFFICE, ROOF DECK
2.5.5 BATHROOMS
2 CAR GARAGE

FIRST FLOOR	404 S.F.
SECOND FLOOR	895 S.F.
THIRD FLOOR	963 S.F.
FOURTH FLOOR	38 S.F.
TOTAL	<u>2,300 S.F.</u>

GARAGE	486 S.F.
COVERED PORCH	33 S.F.
COVERED DECK	68 S.F.
ROOF TOP DECK	200 S.F.

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

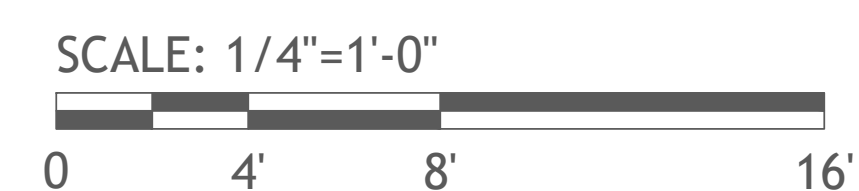


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CONCEPTUAL DESIGN

MAY 1ST, 2024



PLAN 3B
FLOOR PLAN
REFLECTS ELEVATION STYLE 'B'



LEFT - B



FRONT - B

- MATERIAL CALLOUTS
- 1 - STUCCO
 - 2 - CEMENTITIOUS LAP SIDING
 - 3 - CEMENTITIOUS BOARD & BATTEN SIDING
 - 4 - CEMENTITIOUS TRIM SURROUND
 - 5 - CEMENTITIOUS CORNER TRIM
 - 6 - STUCCO O/ HIGH DENSITY FOAM TRIM
 - 7 - ROUND METAL POST
 - 8 - METAL RAILING
 - 9 - BRICK VENEER

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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INTRACORP

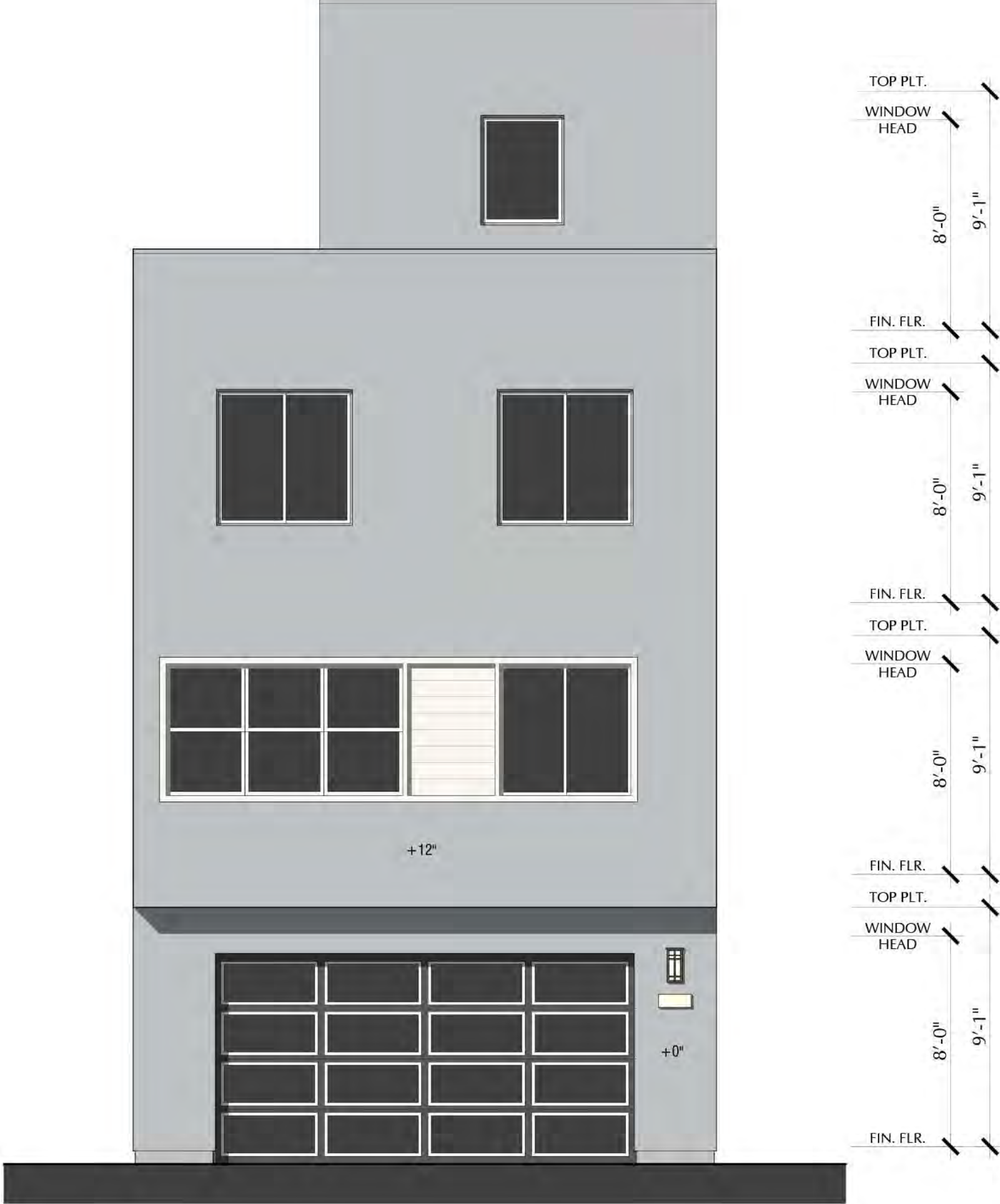
CONCEPTUAL DESIGN
MAY 1ST, 2024

SCALE: 1/4"=1'-0"
0 4' 8' 16'

PLAN 3-B
FRONT & LEFT ELEVATION
REFLECTS ELEVATION STYLE 'B'



RIGHT - B



REAR - B

960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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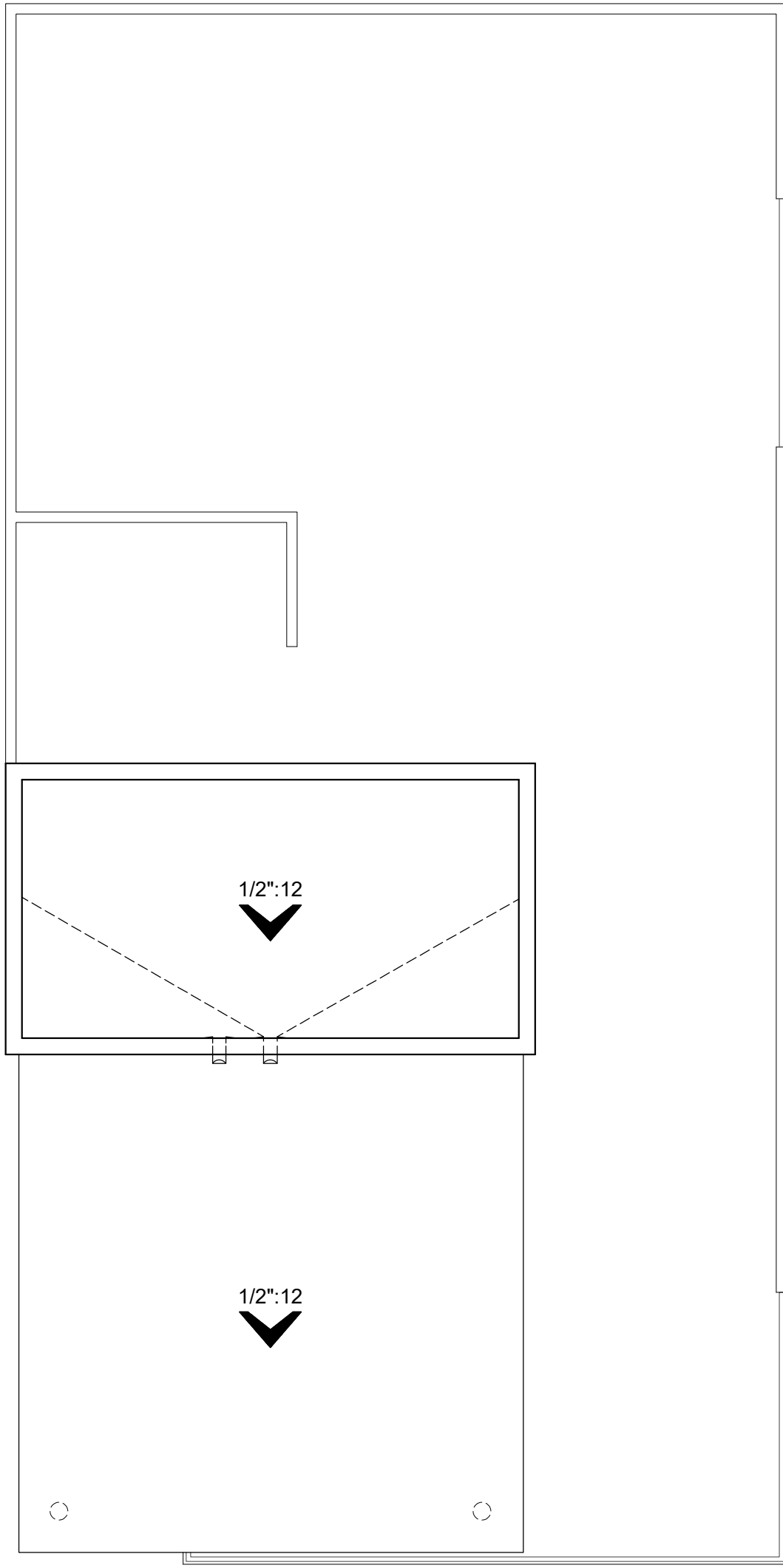
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MAY 1ST, 2024

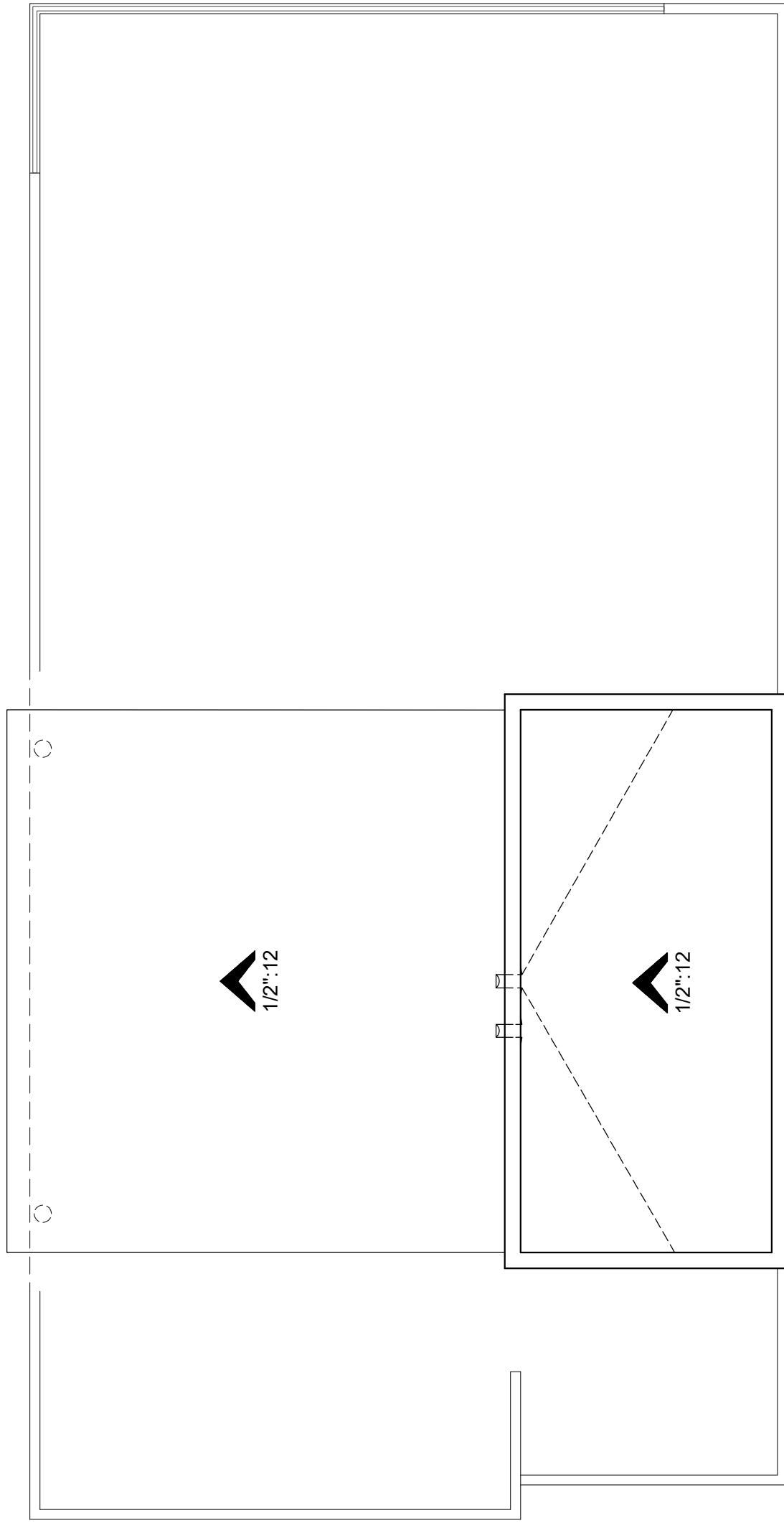
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PLAN 3-B
REAR & RIGHT ELEVATION
REFLECTS ELEVATION STYLE 'B'

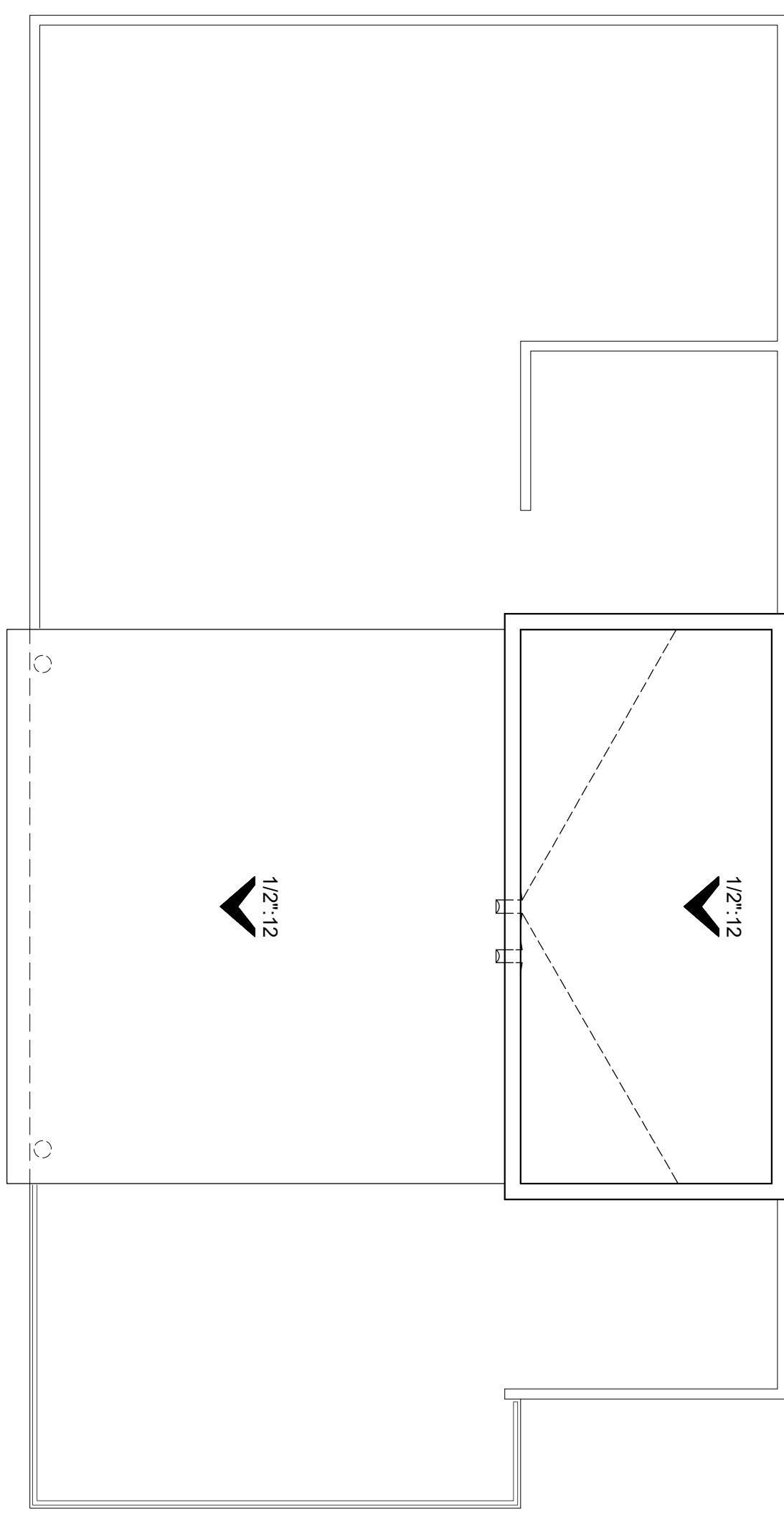
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PLAN 3B



PLAN 2A



PLAN 1B



960 W 16TH STREET
COSTA MESA, CALIFORNIA
PROJECT# 137-24127

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CONCEPTUAL DESIGN
MAY 1ST, 2024

PLAN 1,2 & 3
3D RENDERING STREET SCENE

12

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SCHEME 1B

BODY STUCCO

SW 7757 HIGH REFLECTIVE WHITE

ACCENT COLOR #1

SW 7048 URBANE BRONZE

ACCENT COLOR #2

SW 9107 UMBER UMBER

ACCENT COLOR #3

SW 7602 INDIGO BATIK

ENTRY & GARAGE DOOR

SW 7076 CYBERSPACE

METAL RAILING

SW 7076 CYBERSPACE

STEEL POSTS

SW 7048 URBANE BRONZE

BRICK VENEER

CREATIVE MINES - WAREHOUSE BRICK - CLOUD BREAK

SCHEME 2A

BODY STUCCO

SW 7551 GREEK VILLA

ACCENT COLOR #1

SW 7674 PEPPERCORN

ACCENT COLOR #2

SW 6165 CONNECTED GRAY

ACCENT COLOR #3

SW 7655 STAMPED CONCRETE

ENTRY & GARAGE DOOR

SW 7033 BRAINSTORM BRONZE

METAL RAILING

SW 7674 PEPPERCORN

STEEL POSTS

SW 7674 PEPPERCORN

SCHEME 3B

BODY STUCCO

SW 6254 LAZY GRAY

ACCENT COLOR #1

SW 7674 PEPPERCORN

ACCENT COLOR #2

SW 7005 PURE WHITE

ENTRY DOOR

SW 9020 RAYA DE SOL

GARAGE DOOR

SW 7069 IRON ORE

METAL RAILING

SW 7069 IRON ORE

STEEL POSTS

SW 7069 IRON ORE

BRICK VENEER

CREATIVE MINES - WAREHOUSE BRICK - SHADOW DANCE



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-241

Meeting Date: 6/18/2024

TITLE:

APPOINTMENT TO THE PARKS AND COMMUNITY SERVICES 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 the City Council make the appointment as follows:

1. Parks and Community Services Commission - Make one (1) member appointment to fill vacancy with term expiration of January 2025. Appointment by Council Member Gameros.

BACKGROUND:

On Thursday, May 9, 2024, Cassius Rutherford informed the City that he was stepping down as Parks and Community Services Commissioner and his last Commission meeting would be May 9, 2024. The City posted the vacancy notice on May 14, 2024 and began the recruitment. The recruitment period ran from May 14, 2024 to June 3, 2024.

Parks and Community Services Commission (1 Appointment)

1 Commissioner/Term Expiration of January 2025

The Parks and Community Services commission meets on the second Thursday of each month and serves as an advisory body to the City Council and works with various City departments on issues pertaining to parks, parkways, recreation, and community services.

Staff received eight (8) applications for the vacancy to be filled (applications attached). The one appointment will be made by Council Member Gameros, who may appoint any applicant, as it is not a requirement to appoint within a Council Member's district.

1. Nancy Whitlock - District 1
2. Yessenia Delgado - District 1
3. Syed Zia Hussain - District 2
4. Erik William Roberts - District 2
5. Brandice Lea Leger - District 3
6. Julia C. Hoigaard - District 4
7. Kenneth E. Smith - District 5

8. Marla Ogelvie - District 6

ANALYSIS:

The City opened the recruitment on May 14, 2024, and press releases were sent on May 14, 2024, May 20, 2024, May 24, 2024, May 29, 2024, May 31, 2024, and June 3, 2024. The recruitment was also featured on the City Hall Snapshot on May 17, 2024, May 24, 2024, and May 31, 2024. In response to the City's outreach efforts, a total of 8 applications were received.

ALTERNATIVES:

The City Council may choose to defer the appointment to the Commission or to extend the recruitment period.

FISCAL REVIEW:

Parks and Community Commissioners receive a stipend of \$100.00 per month. The stipend for Commissioners is included in the FY 2023-24 Budget.

LEGAL REVIEW:

The City Attorney has reviewed the 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 make the appointment as follows:

1. Parks and Community Services Commission - Make one (1) member appointment to fill vacancy with term expiration of January 2025. Appointment by Council Member Gameros.

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, June 02, 2024 2:21:36 PM
Last Modified: Sunday, June 02, 2024 2:26:05 PM
Time Spent: 00:04:29
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Nancy Whitlock

Q2

Parks and Community Services 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 passionate about Costa Mesa and am eager to contribute my skills and expertise to the Commission. Throughout my career, I have utilized the parks and services, which I believe uniquely qualify me to make meaningful contributions to the Commission's objectives. My commitment to served on the committee aligns closely with the Commission's mission, and I am enthusiastic about the opportunity to collaborate with other members to drive positive change.

Q4

As a Commission member, what ideas or projects are of interest to you?

Community service

Q5

Optional Resume:

NancyWhitlock Resume.pdf (172.1KB)

NANCY WHITLOCK

📞 [REDACTED] @ [REDACTED] 📍 Costa Mesa, CA

EXPERIENCE

Senior Manager, Corporate Marketing

SentinelOne 📅 08/2022 - Present 📍 Remote

- Manage a corporate marketing events budget of \$15 million by strategically allocating funds to industry trade shows, annual customer conference, and annual sales kickoff meeting
- Achieved a 25:1 ROI goal on global event programs, by enhancing brand visibility and generating sales opportunities through the utilization of software tools like Salesforce (SFDC) and Marketo
- Planned and executed SentinelOne's first customer conference, bringing together over 500 customers and partners globally
- Collaborate directly with regional senior leadership and key stakeholders to ensure seamless event execution and alignment with pipeline goals
- Develop, execute, and manage sponsorship strategy that seamlessly integrate key partners into strategic events that achieve high ROI for sponsors while enhancing the attendee experience

Senior Manager, Industry Events

Armis 📅 02/2022 - 08/2022 📍 Remote

- Manager of Global Industry Events team, managing an annual budget of \$6 million
- Led the strategic planning and management of prominent marketing events in the industry including RSA Conference, Gartner Conference, Black Hat Conferences, and InfoSecurity Europe
- Orchestrated sales-focused events in collaboration with alliance and channel partners, aligning efforts with the top 1,000+ target accounts
- Fostered collaboration with cross-functional teams across marketing and sales to deliver pipeline-focused programs, achieving tangible results
- Developed and disseminated the Armis Event's Playbook, serving as the Events Standard Operating Process (SOP) for all company-produced and sponsored programs

Manager, Meeting and Events

Edwards Lifesciences 📅 11/2019 - 02/2022 📍 Irvine, CA

- Integral member of the Japan, Asia and Pacific (JAPAC) Marketing and Strategy Leadership Team (MSLT), overseeing all JAPAC internal events by managing a \$6 million annual budget
- Effectively coordinated various events, including two annual regional sales kick-off meetings with over 1,000 attendees each, mid-year marketing and sales conferences for 200+ participants, quarterly marketing all-hands meetings with 75+ attendees, monthly executive leadership meetings, and annual incentive program, Edward's Lifesciences president's club
- Held direct responsibility for venue selection, contract negotiation, event logistics, and vendor management for all JAPAC programs
- Indirectly managed 25 meeting planners across ten regions worldwide, communicating in three languages: English, Chinese, and Japanese
- Identified, sourced, and provided training on cutting-edge event technology and tools, including CVENT, Social Tables, and virtual event conference platforms, for cross-functional stakeholders

Global Events Manager

Forescout 📅 09/2017 - 11/2019 📍 San Jose, CA

- Orchestrated end-to-end event logistics for various key initiatives, including annual sales kick-off meeting for 600+ attendees, bi-annual sales leadership training for 200+ attendees, and high-profile company-wide events such as the IPO launch party at the NASDAQ Conference Center
- Collaborated with key stakeholders to craft event strategies and visions that aligned with product roadmaps, messaging pillars, and business priorities
- Managed a global marketing events budget of \$3.5 million, strategically allocating investments to meet sales targets and generate pipelines at industry trade shows like RSA Conference, HIMSS, Gartner, Splunk .conf, ServiceNow Knowledge, and Black Hat
- Managed communications for 50+ events, enhancing brand visibility and increasing demand generation via digital marketing channels

SUMMARY

Accomplished events marketing professional with over 15 years of experience in planning events in hospitality, healthcare, and high-tech industries. Advance in planning incentive travel programs, sale meetings, events, conferences, and trade shows. Strong background in strategic planning, creative problem solving, marketing strategy, contract negotiations, and global team communication.

EDUCATION

Business Administration and Management

California State University, Fullerton

📅 2009 - 2012

CERTIFICATION

Certified Meeting Professional (CMP)

LANGUAGES

Vietnamese Advanced ●●●●●

English Advanced ●●●●●

SKILLS

Asana	Google Suite	Marketo
Microsoft Office	Rain Focus	CVENT
SFDC		

VOLUNTEERING

Member

Southern California Chapter (MPISCC)

📅 2020 - Present

Member

Elite OC Young Professionals Society

📅 2014 - Present

Alumni Association

California State University, Fullerton

📅 2012 - Present

Co-Chair Emerging Leaders Committee

Northern California Chapter (MPINCC)

📅 2015 - 2020

EXPERIENCE

Manager, Customer Event Experience

Ust Global 📅 03/2015 - 09/2017 📍 Aliso Viejo, CA

- Oversaw a diverse range of global programs, including trade shows, sponsorships, and high-level client meetings on a global scale
- Developed and implemented marketing strategies and event logistics for trade show exhibits including RSA Conference, MongoDB World, ServiceNow Knowledge, and Black Hat
- Managed the end-to-end logistics for customer experience events, encompassing vendor selection, travel arrangements, and seamless on-site execution
- Successfully organized company's first annual sales kickoff for over 500 top internal sales executives with a \$2 million budget and the inaugural user conference for 2,000 attendees with a \$1.5 million budget

Events Director

Irvine Company 📅 02/2014 - 03/2015 📍 Irvine, CA

- Managed a special events budget of \$1 million for 15+ Irvine apartment community properties
- Developed marketing collateral and advertisements to enhance awareness of residents and community events
- Established team incentives to drive goal achievement and implemented recognition awards as a vital component of the "Employee Experience Engagement" initiative

Events Manager

Marriott International 📅 10/2009 - 02/2014 📍 Costa Mesa, CA

- Managed all aspects of small group event planning for up to 250 attendees, including detailed banquet event orders (BEOs), food and beverage coordination, rooming lists, and group billing procedures
- Successfully met group revenue goals in three quarters of 2013, with a team that executed over 75 events, secured 2,000 room nights, and generated over \$1 million in function revenue
- Significantly improved the Event Satisfaction Survey Overall Score, raising it from 44% to 78.7% by the end of 2013, marking the highest score achieved at the property to date

PASSIONS



Culinary Experiences



World Traveler



Kid Activities

NETWORK



www.linkedin.com/in/nancywhitlock

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 21, 2024 6:39:31 PM
Last Modified: Sunday, June 02, 2024 10:09:14 PM
Time Spent: Over a week
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Yessenia Delgado

Q2

Parks and Community Services 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.

Having grown up in District 6 and now residing in District 1, I bring a unique and valuable perspective to the table. With extensive professional experience working with youth from TK through college, I am well-equipped to contribute to the commission as it seeks innovative ways to engage the community.

As a Latina resident of Costa Mesa, I deeply understand the barriers that the Latinx population faces in accessing and engaging with the Parks and Community Services initiatives spearheaded by this committee. My commitment to bridging this disconnect is what empowers me to apply.

I have a proven track record of working collaboratively within teams, across departments, and with external partners to execute successful projects and events. In my current role, I oversee various projects and special events, skillfully managing budgets to meet expectations and conducting evaluations to assess success. These skills and experiences align well with the commission's need for a community member to provide advising and review.

I am confident that my background and passion for community service will be an asset to the commission, helping to foster a more inclusive and engaged Costa Mesa.

Q4

As a Commission member, what ideas or projects are of interest to you?

I am deeply interested in learning about and contributing to conversations surrounding public improvements to parks and developments in Costa Mesa. Living near the Fairview Development Center, I have actively participated in public meetings and provided input on the planning process. As a resident, I believe it is essential to understand and engage with the ongoing developments in my community.

Similarly, I would like to engage in discussions about our parks, recreation services, and initiatives to make Costa Mesa safer. My commitment to community involvement and my firsthand experience with local planning processes make me eager to contribute to the commission's efforts.

Q5

Optional Resume:

YDelgado Resume.pdf (67.3KB)

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:

Yessenia Delgado

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:

Yessenia Delgado

YESSSENIA DELGADO



Costa Mesa, CA

ABOUT ME

Dedicated professional with a profound commitment to shaping the leaders of tomorrow. With a strong passion for uplifting individuals, I possess over five years of experience in the non-profit sector, specializing in program leadership within youth services, event coordination, and donor stewardship. Firmly believing in the transformative potential of resources, equitable access, and community engagement, I advocate tirelessly to ensure our emerging leaders have access to these essential elements.

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY

- Bachelor of Arts, Gender & Women's Studies
- Minor in Education

PROFESSIONAL DEVELOPMENT

AVANZAR BOARD LEADERSHIP ACADEMY

2024 Cohort Fellow

HUMAN SKILLS FOR MANAGERS CERTIFICATION

LinkedIn Learning

SKILLS

- Strategic Planning
- Community Outreach
- Youth Development
- Scholarship Management
- Donor Engagement
- Collaborative Problem Solving
- Adaptability
- Critical Thinking
- Fluent and Native Spanish-Speaker

WORK EXPERIENCE

SENIOR PROGRAM SUCCESS COORDINATOR

Girls Inc. of Orange County (Sept. 2021-Present)

- Manage a team to ensure successful implementation of college and career initiatives aimed at empowering students' academic and professional growth.
- Developed a comprehensive scholarship process from inception to execution, streamlining procedures, establishing criteria, and facilitating selection resulting in a 55% increase in scholarship giving.
- Consistently deliver on established metrics and outcomes, building a track record of success and efficiency in achieving organizational goals

COLLEGE AND CAREER COORDINATOR

Girls Inc. of Orange County (Jan. 2021 - Sept. 2021)

- Facilitated college and career success, ensuring the effective program delivery of initiatives and resources tailored to meet the diverse needs of participants.
- Provided comprehensive case management services for a cohort of over 30 high school students and 15 alumnae, delivering personalized support and guidance to navigate academic, career, and personal challenges effectively
- Collaborated with community and school partners to develop and implement impactful programs to create enriching opportunities for participants and enhance community engagement.

LITERACY PROGRAM FACILITATOR

Girls Inc. of Orange County (Jan. 2018 - Dec. 2020)

- Facilitated early literacy development initiatives for K-3 grade youth, implementing engaging activities to promote reading skills and foster a lifelong love for learning.
- Contributed to the redesign and enhancement of curriculum materials, incorporating state reading and writing standards.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, May 29, 2024 10:55:21 PM
Last Modified: Wednesday, May 29, 2024 11:01:12 PM
Time Spent: 00:05:51
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Parks and Community Services 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 to contribute and be a part of the this comission because I believe that parks and community determines the health of the live of the residents. It is a very crucial area which is mostly neglected in most of the urban design here.

Q4

As a Commission member, what ideas or projects are of interest to you?

I would like to emphasize the idea and importance of bring greenery and colors of plantation for big and packet parks along that for sidewalks. Our streets need softness and beautiful which most of the streets in OC lack

Q5

Optional Resume:

URP-Full%20Resume.pdf (274.2KB)

Syed Zia Hussain

Member of Mobile Housing Committee, City of Costa Mesa, CA. 2023.

Education

Cal Poly Pomona, California, CA. Dec 2023
Bachelors of Urban Planning. GPA 3.16

Orange Coast College. California, United States. Dec 2019
Associate degree in Architecture (Honors)
GPA 3.36

Orange Coast College. California, United States. Dec 2016
Associate Degree (Honors) in Event Management
GPA 3.36

Relevant Coursework

CEQA 101 online Course (Gov. Office Planning and Research).

URP 4040 Place-making – Study Florence-Graham city. In final research presentation proposed solutions to the S. Central Ave and E. 74 Street. Focus of the research was to make the site more safer, and children friendly because of the Wisdom Elementary School.

Advance Project Management from Coastline Community College.

Freelance Projects

2023 –To-date

Community Enrichment Program, Civic Well 2023 Adaptation Climate Forum – Support to recruit volunteers, Videography on “Impact of McBride Park Long Beach on Youth”

[McBride Park Impacts on the Youth Community Long Beach, California. - YouTube](#)

Work Experience

Activity Assistant

Mar’24 - update

Serra Sol (Memory Care Senior Living) Follow and maintain the monthly activity calendar, post daily activities, engage seniors for participation, Assist with volunteer program, supervisor activities, conduct residents’ activity survey, serve in assisting with activities and events concerning residents and their family members. Facilitate with especial events, dining hall, workout routines, new staff orientations, drive community vehicle, and bring in new interesting activities for the residents.

Community Service Leader II

Jan ’24 – March’24

City of Costa Mesa, CA.

Work for R.O.C.K Program, it is after school program served by Recreation Department, City of Costa Mesa, CA. Require self-motivation and team-player abilities. Assist with program planning on field; maintain record of schedule and log-book of day to day duties and hours of work. Supervise check-in and check-outs, activities, fire drills, help with homework, artwork and games, and keep a health and safe environment.

Student Connect SoCal Community Outreach: SCAG Project

May ’23-June ’23

Engage public to fill out surveys, conduct street events, Research and suggest new locations for more survey

Planning Aide Intern:

June ’22-July ’22

Cal Poly Pomona Facility Planning and Management, CA.

Record keeping, cold calls, drawing figure grounds, site analysis, printout architectural drawing, keeping files, report writing, and administrative work.

Administrative Intern

Oct ’21- Feb ’22

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 report review. Work as a team and individually.

Recreation leader

June’20 –Oct’21

City of San Clemente, San Clemente.

Supervised Summer campus games and activity for children, manage inventory, customer service, games, and setups and breakdowns.

Event Planner Unpaid Intern

June’15 –Dec’15

American Family Housing, Tustin, CA

Outreach, promotion, and marketing for “Summer Festival for Homeless Veterans”. Sold out a stall and raise more than \$ 3,000 through bringing in vendors.

Awards and Recognitions:

Research on Walkability, presented at OCC Symposium 2019 and 2020 and Cal Poly Pomona 2023.

Topic: *“Effects of New High-Density Residency on Walkability in Costa Mesa, CA”*.

Topic: *“How Mix-Use Land Contributes to Walkability in 19th Street, Costa Mesa, CA.”* 2023.

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.

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 03, 2024 4:20:51 PM
Last Modified: Monday, June 03, 2024 4:58:11 PM
Time Spent: 00:37:20
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Erik William Roberts

Q2

Parks and Community Services 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 hope to expand my service to the City. I currently serve as Chair on the Fairview Park Steering Committee.

I served as president of the Back To Natives non profit here in Orange County last decade.

Q4

As a Commission member, what ideas or projects are of interest to you?

GREATER TRANSPARENCY

Currently there is insufficient PACS information for the public with regards to the commission's original formation, history, and current methods of operation, procedures for the PACS commission.

Placing those missing items as well the current City Commission and Committee Member Handbook on the PACS webpage would be a good start. The more the citizens know about the PACS commission the better.

REDUCE LAWN COSTS

Operational, maintenance costs could be reduced substantially for the City with more effective, focused watering and grass mowing schedules for parks....especially during the winter, spring seasons. Watering for park grass should be reduced significantly during those months when there is less sun, more dew in the morning, and far more chance of rain. And grass should be allowed to grow at least 1/2 inch higher to reduce water evaporation. Many thousands of dollars a year could easily be saved.

INSTALL PULL UP/DIP STATIONS AT PARKS

Most City parks have playgrounds for activity use for children but usually no fitness equipment, area for their parents or other adults. Only a small amount of space and funds are needed for simple one high, one slightly lower pull up bars along with dip bars adjacent. Parents "watching" their children or adult neighbors could use these nearly no maintenance, small price and use area adult fitness equipment near current City park playgrounds. Tanager Park is a good example of such a pull up bar/dip station.

REVIEW, REVISE CITY PARKWAY TREE LIST

Most tree species on the current list are not native to California nor Orange County. Major savings in water by homeowners, tree maintenance costs by the City, and sidewalk repair costs by the City could be experienced if only native tree species were on the tree list. And native animal species would be more abundant in the City as well.

Q5

Respondent skipped this question

Optional Resume:

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:

Erik W Roberts

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.

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, May 15, 2024 5:05:46 PM
Last Modified: Wednesday, May 15, 2024 5:11:14 PM
Time Spent: 00:05:27
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Brandice Lea Leger

Q2

Parks and Community Services 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 over 40 years and have served my community in many ways. From Neighbors for Neighbors, to PTA to attending town halls and city council meetings. I am knowledgeable on issues our city has had in the past and might experience again. For example the rat problem of the late 90s.

Q4

As a Commission member, what ideas or projects are of interest to you?

I would love to see permanent chess tables in one or more parks. Our youth is surprisingly into chess right now and this can give them something healthy to do outside of the home. Maybe even have city competitions? Also I want to see more trees everywhere.

Q5

Respondent skipped this question

Optional Resume:

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, May 24, 2024 3:39:14 PM
Last Modified: Friday, May 24, 2024 3:51:04 PM
Time Spent: 00:11:50
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Julia C Hoigaard

Q2

Parks and Community Services 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 neighbor boys who like to go to parks, so I'm in a position now to actually visit parks in the city with something personal at stake. Also, I'm part of a small non-profit in the city and on the look-out for affordable venues where we could periodically meet. Finally, I have just retired after 35 years of college-level teaching and I have a Ph.D. in Social Sciences and enjoy reading critically and writing at a professional level.

Q4

As a Commission member, what ideas or projects are of interest to you?

I'm a critical watcher and listener and when visiting a local park, I'd be interested in seeing for myself what our parks offer and also what problems they might pose as well. Being extraverted, I'm a natural "in-the-field-interviewer," when at parks to find out how others are experiencing the park. Also, regarding the possibility of finding low-cost venues at which small non-profits could meet, I'd be interested to see what venues are available and what small non-profits there are in the city who are looking for such accommodations.

Q5

Respondent skipped this question

Optional Resume:

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, May 18, 2024 8:32:22 AM
Last Modified: Saturday, May 18, 2024 8:42:17 AM
Time Spent: 00:09:54
IP Address: [REDACTED]

Page 1

Q1

Full Name:

Kenneth E Smith

Q2

Parks and Community Services 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 Costa Mesa resident and Neighborhood Watch captain, I believe that I can further contribute to the community by providing a resident perspective to the Commission.

Q4

As a Commission member, what ideas or projects are of interest to you?

Review of proposed Parks & Community projects and creative input into new and challenging issues. Share my experience and problem-solving skills with all Parks and Community constituents.

Q5

Optional Resume:

KESCURRICULUMVITAE16.doc (58KB)

CURRICULUM VITAE

Kenneth Edwin Smith, M.D., M.B.A.

PROFESSIONAL EXPERIENCE:

Inter Valley Health Plan (IVHP)

July 2012 to April 2022

Chief Medical Officer/V.P. of Medical Affairs

Oversight and direct line management of Case Management, Utilization Review, and overall quality control for the clinical aspects of retrospective case and claims review.

Inland Empire Health Plan (IEHP)

April 2007 to April 2012

Medical Director

Oversight and direct line management responsibility for Case Management, Health Education, Disease Management, and IPA Management. Revised the Utilization Management and Case Management departments into a Continuum of Care creating significant process improvements and improving staff morale and overall department efficiency.

Molina Health Care

October 2002 to April 2007

Medical Director

Oversight and direct line management responsibility for the QI, Health Education, and Credentialing. Successfully managed the RFP response for the San Bernardino/Riverside County Medi-Cal program, resulting in a 7-year potentially \$1 billion contract renewal.

Axiom Health and Western Alliance Physician's Association, Long Beach, CA

March 2000 to October 2001

Chief Operating Officer/Medical Director

Oversight and direct line management responsibility for the Medical Services and Operations Departments of this 45,000 member IPA and MSO. Chair of the Utilization and Quality Improvement Committees. Day to day direct responsibility for precertification and concurrent UM.

International Care Network, LLC, (dba Personal Care Consultants) Irvine, CA

1998 to 2009

President

International health Care Management Company with primary responsibilities in the areas of claims, case and network management complemented by managed health care consultation for European Health Insurers. Domestic consulting and managed health care expertise services provided in the domestic market (U.S.A.) including on-site responsibility to a variety of clients:

- PHO Strategic Health Care Management – Northern California/Southern California
- IPA Tenet Health Care- CAP Management Systems –Southern California
- PPO/HMO Emerald Health Care – Cleveland Ohio
- HMO HealthNet – Corporate Offices – Woodland Hills, California
- MSO Coalition of Orange County Community Clinics – Orange County/California

FHP International, Fountain Valley, CA

1985 to 1998

Chief Operating Officer and Executive Vice President (1996-1998)

FHP Life Medical Care Management Division: Overall responsibility for the managed indemnity division of the combined FHP/TakeCare HMO. Direct line management responsibilities for:

- Claims
- Customer Service
- Case Management
- Workers' Compensation Health Care Organization (HCO)
- Contracts Department
- International Business Unit (IBU)
- Personal Care Network® (PCN)

Vice President Medical Affairs (1994-1996), FHP/TakeCare HMO
Oversight and direct line management responsibility for the Medical Case Management Department.
Contracting and Provider Relations and the Workers' Compensation Manage Health Care Organization

Associate Vice President of Insurance Company (1990-1994), FHP Life
Administrative oversight of health care delivery including claims review, utilization review, quality assurance, underwriting, and new products development. Direct responsibility for Case Management, Claims, PPO, and Workers' Compensation Departments.

Senior Medical Director (1988-1990), FHP Life
Administrative responsibility for indemnity insurance, Case Management Department, including health care delivery and the related functions of utilization review and quality assurance.

Corporate Medical Director (1987), FHP, Inc.
General overview of Corporate Medical Division; specific responsibilities include quality assurance, peer review, policy and procedures, and standards of care.

Medical Director – California (1987), FHP, Inc.
Administration and overview of ambulatory health care delivery, direct and indirect management via the supervision of Associate Medical Directors. Organization/coordination of health care delivery. Overview of Utilization Management Department and direction/coordination of the regional Quality Assurance program.

Associate Medical Director – California (1985-1986), FHP, Inc.
Utilization review: Overall direction of the Utilization Department. Overview of a hospital and ambulatory team of Discharge Planner/Utilization Review Nurses, budgetary and administrative planning responsibility for the combined Utilization and Home Health Departments.

MEDICAL COLLEGE OF WISCONSIN, MILWAUKEE, WI

1977 to 1985

Assistant Professor of Medicine (1977-1985)

Director (1982-1985), Milwaukee County Medical Complex: Health care delivery, administration of medical faculty/house staff activities and house staff education in ambulatory medicine.

Director (1981-1982), Froedtert Memorial Lutheran Hospital, Milwaukee, WI: Health care delivery, preventive medicine, administration.

Chief Internist/Primary Care Physician (1977 to 1982), Medical College of WI, Milwaukee, WI: Medical student and house staff education, health care delivery, attending ward staff.

EDUCATION:

Administrative:	M.B.A., University of Phoenix 1988
Managerial:	Medical Manager Executive Course, University of California, Irvine
Medical:	M.D., University of Minnesota Medical School
Internship &	Milwaukee County General Hospital, Woods V.A. Hospital Milwaukee, WI
Residency	Medical School of Wisconsin, Milwaukee, WI

LICENSURE: Licensed to practice medicine in California and Wisconsin

BOARD CERTIFICATION:

American College of Physician Executives (ACPE) – Diploma
American Board of Quality Assurance and Utilization Review
Internal Medicine A.B.I.M. – Member

National Committee for Quality Assurance 1989 to Present

Member, RP-ROC PCMH Oversight Committee (2017 – present)

Member, National Appeals Committee (1994 to 2001) responsible for reviewing appeals of accreditation status for NCQA HMO certification.

Faculty/Physician Reviewer (1989 to present). Executive Level HMO Management Chairman on over 100 NCQA accreditation surveys

PROFESSIONAL AFFILIATIONS:

National Association of Managed Care Physicians: Member
American College of Physician Executives: Diplomate

Orange County Medical Association: Member
American College of Physicians: Member

ADMINISTRATIVE ACTIVITIES

1994-2001	Member, NCAA Appeals Committee	1992	Senior Consultant, Strategic Health Care Management
1991-Present	Chairman, NCAQ On-site Review Surveys	1988-1989	Chairman, FHP Corporate Coordinated Case Management Committee
1997	Member, NAMCP Task Force for Treatment and Guideline Development	1987-1989	Chairman, FHP Corporate Quality Assurance Committee
1993	National Health Care Reform Task Force, FHP		

TEACHING EXPERIENCE:

Seminars:

Featured Speaker World Research Group Conference – 1999
Appeals and Grievance Management/Denials: **“Inside the Black Box”**

Featured Speaker National Managed Workers’ Compensation Institute – 1977
“Contracting Between Medical Providers, Employees and Insurance Companies in Workers’ Compensation”

Featured Speaker, National Managed Workers’ Compensation Institute – 1996
“Financial Integration of Worker’s Compensation, Group Health & Disability”

Featured Speaker International Travel Insurance Conference – 1995
“Managed Health Care The New U.S. Revolution”

Key Speaker Westwood Seminars – 1993
“Making the Transition to Managed Care”

Faculty/Speaker NCAQ – 1992/1993

- Reviewer Training Program, Baltimore – May 20-22, 1993
- Reviewer Training Program, Minneapolis (Aetna) – December 1-3, 1992
- Reviewer Training Program, Nashville (MetLife) – August 3-4, 1992

Postgraduate:

Certified Instructor for California State Nurses Association – 1989 - Present

Graduate Level:

Staff Physician for Primary Care Clinic Resident, Milwaukee County Medical Complex – 1984
Staff Physician for Ward Medical Team, Milwaukee County Medical Complex – 1981

Undergraduate Level:

Senior Medical Students – Ambulatory Medicine – 1983
Preceptor, Freshman and Sophomore Students, Introduction to Clinical Medicine Course – 1982

ADMINISTRATIVE ACTIVITIES:

Member of the NAMCP Task Force of Treatment Protocol and Guideline Development, 1997
Member – NCQA Appeals Committee 1994 to 2000
National Health Care Reform Task Force, FHP, 1993
Senior Consultant Strategic Health Care Management 1992
Chairman – NCQA On-Site Review Committee, 1991 to present.
Chairman – FHP Corporate Coordinated Case Management Committee, 1988 – 1989
Chairman – FHP Corporate Quality Assurance Committee, 1987 – 1989
Ambulatory Clinical Committee Director, 1987
Utilization Review Committee/FHP Hospital, 1986
Wisconsin Professional Review Organization (WIPRO), 1985
FHP Hospital Task Force, 1985 – 1986
Ambulatory Care Services Committee, Milwaukee Regional Medical Center, 1984 – 1985
Pharmacy and Therapeutic Committee Member at the Milwaukee County Medical Complex/Froedtert Memorial Lutheran Hospital, 1983 – 1985
Patient Care Practices Committee Member, Froedtert Memorial Lutheran Hospital, 1982 – 1985
Introduction to Clinical Medicine Advisor, Milwaukee County Medical Complex, 1980 – 1984
Student Affairs Committee Member, Medical College of Wisconsin, 1979 – 1985
Robert Wood Johnson Municipal Health Services Project, 1979 – 1982
Target M.D. Advisor, Medical College of Wisconsin, 1979 – 1981
Laboratory Safety Committee Member, Medical College of Wisconsin, 1979 – 1981
Ambulatory Medicine Instructor, Medical College of Wisconsin, 1978 – 1985
Medical Student Advisor, Medical College of Wisconsin, 1978 – 1985

PROFESSIONAL MEETINGS:

International Health Care Business Development, Atlanta, GA – 1997
American Association of Health Plans (AAHP), Northern CA – 1996
The Managed Health Care Congress, Los Angeles, CA – 1995
The Group Health Institute – 1994
Group Health Institute (GHAA), San Francisco, CA – 1993
Group Health Institute (GHAA), Minneapolis, MN – 1992
National Association of Managed Case Physicians, Los Angeles, CA – 1992
Group Health Insurance (GHAA), New York, NY – 1991
Upjohn Senior Management Symposium, Chicago, IL – 1990
National Health Lawyers Association
(Utilization Management, PRO's and Quality Assurance Seminar), Chicago, IL – 1989
Annual American College of Physicians Conference New York, NY – 1988
National Committee for Quality Assurance – Surveyor Training Program, Charleston, SC – 1988
Summer Institute in Administrative Medicine University of Wisconsin, Madison Medical School – 1987

RESEARCH PUBLICATIONS/PROJECTS:

Disease Management Protocol Development – NAMCP: “Strategies for Effectively Managing Hypercholesterolemia, A Managed Care Perspective” The Journal of Managed Care Medicine, submitted 06/11/97.

Elbright J.S., Smith, K.E., Drexler, L., et al.” Evaluation of Modified Stuart’s Medium in Culturettes for Transport of Neisseria Gonorrhea”, Sex Transmission Dis., 1982; 9:45-7

Chlamydiazyme Evaluation Project – To Determine Efficacy of New Rapid Immunoassay Diagnostics Test for Presence of Chlamydia Trachomatis (1984)

WADARI (Wisconsin Alcohol and Drug Abuse Research Institute) Project: ” Patterns of Alcohol and Other Drug Use in the Female Health Professional Student”

“Third Generation Oral Cephalosporins (Cefexime) Antibiotic Study - Controlled Clinical Trials”, American Cyanamid/Lederle Laboratories (1984/1985)

“Development and Reorganization of the FHP Health Screen Department into the Health Promotional Program: Dynamic Patient Interactive Preventative Health Program Through Risk Appraisal Education, and Early Intervention”

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, May 29, 2024 10:07:41 AM
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Time Spent: 00:26:47
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Q1

Full Name:

Marla Ogelvie

Q2

Parks and Community Services 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 long time Costa Mesa resident and love our community. I am interested in volunteering my time to our City to provide assistance and ideas to improve the lives of all of our citizens. I am very involved in the Costa Mesa Recreational Centers and other city facilities and events.

I also volunteer with several other organizations that provide support to others. This is very important to me.

I have a strong background in leadership, budgets, facility management and administration that could be put to go use on the Commission. I am sure I would have a lot to learn, but also feel I have a lot to offer. I hope you will consider me for the position.

Q4

As a Commission member, what ideas or projects are of interest to you?

I am interested in all matters pertaining to Parks, Arts, and Community Services. Though, Costa Mesa seniors (CMSC) and veteran's are dear to my heart.

Q5

Respondent skipped this question

Optional Resume:
