



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, April 1, 2025

6:00 PM

**City Council Chambers
77 Fair Drive**

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

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

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

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

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

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

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

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

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

Call: 1 669 900 6833 Enter Webinar ID: 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.

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk’s Office on a flash drive, or mailed to the City Clerk’s Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

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

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

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

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

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

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at <https://costamesa.legistar.com/Calendar.aspx>. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>.

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Police Management Association (CMPMA).
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager
Name of Employee Organization: Costa Mesa Police Association (CMPA).
4. Public Employment, Workers' Compensation Claim
Pursuant to California Government Code Section 54956.9 (b)(1)
WCAB NO. ADJ17537318, ADJ17537816
5. Public Employment, Workers' Compensation Claim
Pursuant to California Government Code Section 54956.9 (b)(1)
WCAB NO. ADJ18957837

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

APRIL 1, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

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: Costa Mesa Poet Laureate Introduction

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 25-236 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. [**READING FOLDER**](#) [**25-238**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Gabriel Rolando Fierro.

3. **ADOPTION OF WARRANT RESOLUTION** **25-232**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2731.

Attachments: [1. Summary Check Register 3-03-25](#)
[2. Summary Check Register 3-11-25](#)

4. **MINUTES** **25-237**

RECOMMENDATION:

City Council approve the minutes of the Study Session of March 11, 2025 and the regular meeting of March 18, 2025.

Attachments: [1. 03-11-2025 Draft Minutes](#)
[2. 03-18-2025 Draft Minutes](#)

5. **DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA 25-241**
POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA
MESA POLICE ASSOCIATION (CMPA) AND THE COSTA MESA CITY
EMPLOYEES' ASSOCIATION (CMCEA) LABOR NEGOTIATIONS
PROCESSES AND AUTHORIZATION TO PROCEED WITH THE
FINANCIAL ANALYSIS OF THE CURRENT MEMORANDUMS OF
UNDERSTANDING (MOU) PER THE TRANSPARENCY IN LABOR
NEGOTIATIONS COUNCIL POLICY

RECOMMENDATION:

Staff recommends the City Council:

1. Designate City Manager Lori Ann Farrell Harrison as the City's Principal Negotiator, Assistant City Manager Cecilia Gallardo Daly, Deputy City Manager Alma Reyes, Human Resources Manager Kasama Lee and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA MOUs completed per the requirements of the Transparency in Labor Negotiations Council Policy.

6. **[APPROVE INCREASE IN PURCHASING AUTHORITY WITH PIVOT 25-210 SOLUTIONS](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager to execute change orders with Pivot Solutions LLC, dba: Maaco Store that would authorize an increase in purchase authority to \$200,000 for vehicle paint and body repair services for the remainder of the current fiscal year and annually thereafter.
2. Approve an appropriation of \$100,000 in the Equipment Replacement Fund (Fund 601) fund balance for additional paint and body repair services.

7. **[ACCEPTANCE OF THE POLICE DEPARTMENT RANGE REMODEL 25-226 AND UPGRADES PROJECT, CITY PROJECT NO. 22-03](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Kazoni Construction, Inc., 20371 Irvine Ave. Ste. 120, Newport Beach, CA 92660, for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03, and authorize the City Clerk to file the Notice of Completion.
2. Authorize 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 at the conclusion of the one (1) year warranty period.

Attachments: [1. Final Cost Summary](#)

8. **[SECOND AMENDMENT TO THE CITYWIDE TRAFFIC SIGNAL 25-231 MAINTENANCE CONTRACT](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Second Amendment to the Maintenance Services Agreement (MSA) with Yunex, LLC to provide maintenance of the City's traffic signals, increasing the annual compensation limit by \$200,000, for an annual not to exceed amount of \$700,000.
2. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

Attachments: [1. Proposed Amendment No. 2 to MSA](#)
[2. Amendment No. 1 to MSA](#)

9. **AUTHORIZE PURCHASE ORDER WITH LN CURTIS AND SONS FOR 25-229 SMALL DOLLAR COMMODITY PURCHASES THAT CUMULATIVELY EXCEED \$100,000 FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT AND FIREFIGHTER EQUIPMENT**

RECOMMENDATION:

Staff recommends the City Council:

Authorize the City Manager to execute a purchase order with LN Curtis and Sons within the department's FY 2024-25 approved operating budget for various small dollar commodity purchases not to exceed \$125,000.

Attachments: [1. Master Price Agreement for PPE](#)

10. **CONTRACT AMENDMENT TO INCREASE FUNDING FOR THE 25-221 FAMILIES FORWARD TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM BY \$50,000 FOR THE CURRENT FISCAL YEAR (FY) 2024-2025 AND INCLUDE UP TO 3 ADDITIONAL YEARLY RENEWALS FOR UP TO \$200,000 EACH YEAR, IF FUNDING IS AVAILABLE.**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager (or designee) and the City Clerk to execute an amendment to award additional HOME funding in the amount of \$50,000 to Families Forward for the City's Tenant Based Rental Assistance Program (TBRA) for FY 2024-2025 and include up to 3 additional yearly renewals for up to \$200,000 each year, if funding is available.
2. Approve an appropriation of \$175,000 to recognize the unspent allocation from prior years within the HOME Fund (Fund 205) that has been added to the FY 2024-2025 Annual Action Plan as a minor amendment to increase funding to the HOME TBRA program and Single-Family Housing Rehabilitation program.

Attachments: [Agenda Report](#)

[1. Families Forward TBRA Agreement](#)

[2. Families Forward TBRA- Draft Amendment No. 3](#)

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

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS:

1. [**ADOPT AN ORDINANCE TO AMEND TITLE 13 OF THE COSTA MESA 25-227 MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS TO CONFORM TO RECENT REVISIONS TO STATE LAW \(CODE AMENDMENT PCTY-24-0002\)**](#)

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2025-02 approving Code Amendment PCTY-24-0002, amending Title 13 of the Costa Mesa Municipal Code (CMMC) pertaining to Accessory Dwelling Units (ADUs) to conform to recent revisions to State law.

Attachments: [Agenda Report](#)

[1. Draft Ordinance](#)

[2. Tracked Changes Ordinance \(Exhibit A to Ordinance\)](#)

NEW BUSINESS:

1. **[PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR 25-202
THE RECONSTRUCTION OF FIRE STATION NO. 2](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Accenture Infrastructure and Capital Projects LLC, 300 Spectrum Center Drive, Suite 1400, Irvine, California, in an amount not to exceed \$1,774,775 for construction management services for the reconstruction of Fire Station No. 2, with an initial allocation of \$225,000 and the remaining allocation following successful issuance of bond for Fire Station No. 2 Reconstruction Project.
2. Authorize a ten percent (10%) contingency in the amount of \$177,477 for unforeseen costs related to the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: [1. PSA](#)

2. [APPOINTMENTS TO VARIOUS CITY COMMITTEES](#)

[25-233](#)

RECOMMENDATION:

Staff recommends the City Council make appointments as follows:

1. Animal Services Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr).
2. Active Transportation Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr).
3. Fairview Park Steering Committee - Make three (3) member appointments with a term expiration of April 2029 (Appointments by Council Member Buley, Council Member Gameros, and Council Member Pettis), one (1) member appointment with a term expiration of April 2027 (Appointment by Mayor Stephens) and confirm Hank Castignetti as the Orange County Model Engineers (OCME) City liaison.
4. Finance and Pension Advisory Committee - Make one (1) member appointment with a term expiration of April 2028 (Appointment by Council Member Buley).
5. Housing and Public Service Grants Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr) and one (1) member appointment with a term expiration of April 1, 2026 (Appointment by Council Member Buley).
6. Traffic Impact Fee Ad Hoc Committee - Make four (4) member appointments with a term expiration of April 2029; one (1) Major Developers' Representative, one (1) Small Developers' Representative and two (2) At-large positions (Appointments by Council Liaison Reynolds).

Attachments: [1. Animal Services Committee Applications](#)

[2. Active Transportation Committee Applications](#)

[3. Fairview Park Steering Committee Applications](#)

[4. Finance and Pension Advisory Committee Applications](#)

[5. Housing and Public Service Grants Committee Applications](#)

[6. Traffic Impact Fee Ad Hoc Committee 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 #: 25-236

Meeting Date: 4/1/2025

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-238

Meeting Date: 4/1/2025

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: Gabriel Rolando Fierro.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-232

Meeting Date: 4/1/2025

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2731.

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. for \$3,831,988.57, and City operating expenses for \$4,025,665.58.

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252428	03/04/25	P	Talimar Systems Inc	0000025939	5,204.20
Line Description: Office Furniture 50% Deposit					
TOTAL					\$5,204.20

5,204.20
2,736.84
1,769,679.61
268,613.86
\$ 2,046,234.51

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Mar 04,2025

Run Time 11:27:22 AM

Bank: CITY

Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0252429	03/05/25	P	John Stephens	0000002112	2,736.84
<i>Line Description:</i> USCM Winter Conf Exp					
TOTAL					\$2,736.84

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Mar 06,2025

Run Time 11:52:04 AM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252430	03/07/25	P	All City Management Services Inc	0000009480	34,350.92
			Line Description: Schl Crsng Guard 1/19-2/1/25 Schl Crsng Guard 2/2-2/15/25		
0252431	03/07/25	P	Bracken's Kitchen Inc	0000029468	18,952.88
			Line Description: Shelter Meal Svc 2/10-2/23/25		
0252432	03/07/25	P	BrightView Landscape Services Inc	0000026055	622,129.11
			Line Description: Landscape Maint Svc-Feb 2025 Irrigation Repair-Jan 2025 Landscape Maint-Jan 2025 Landscape Maint-Dec 2024		
0252433	03/07/25	P	Commline, Inc	0000030492	15,350.46
			Line Description: Upfitting of two (2) Ford Expl		
0252434	03/07/25	P	County of Orange	0000003486	130,901.22
			Line Description: November 5 General Election		
0252435	03/07/25	P	Fusco Engineering Inc	0000030960	15,989.50
			Line Description: TeWinkle Baseball Field-Jan 25 TeWinkle Baseball Field-Oct 24 TeWinkle Baseball Field-Nov 24 TeWinkle Baseball Field-Dec 24		
0252436	03/07/25	P	Interwest Consulting Group Inc	0000021505	24,923.60
			Line Description: Adams/Pinecreek Proj-Jan 2025 Plan Review-Dec 2024		
0252437	03/07/25	P	Kimley Horn & Associates Inc	0000005251	25,533.22
			Line Description: CM HSIP Cycle		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

Page No. 2

SUMMARY CHECK REGISTER

Run Date Mar 06,2025

Bank: CITY

Run Time 11:52:04 AM

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: CM HSIP Cycle		
0252438	03/07/25	P	Mercy House	0000003138	410,488.37
			Line Description: Nov Shelter Operations December Shelter Operations		
0252439	03/07/25	P	Michael Baker International Inc	0000024229	39,380.00
			Line Description: Professional Services-Jan 25 Pro Svs thru ending 12/1/24		
0252440	03/07/25	P	Prosurface Inc	0000029488	72,795.00
			Line Description: PW Agreement - Sports Court Re		
0252441	03/07/25	P	STV Construction Inc	0000024848	34,481.00
			Line Description: Fire Sta 4 Training Tower Impr		
0252442	03/07/25	P	Theodore Robins Ford	0000004245	76,241.36
			Line Description: Discount 2024 Police Interceptor Utilit Upfitting CA Tire Fees Sales Tax 7.75%		
0252443	03/07/25	P	West Coast Arborists Inc	0000004498	82,407.00
			Line Description: Tree Maint Svs 1/16-1/31/25 Tree Maint Svc 2/1-2/15/25		
0252444	03/07/25	P	AGA Engineers Inc	0000028838	365.00
			Line Description: Fairview/Wilson Signal ModPlan On Call TE Svc-Jan 2025		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252445	03/07/25	P	ARC	0000022726	38.14
			Line Description: CCA Restoration Poster		
0252446	03/07/25	P	AT & T	0000001107	116.99
			Line Description: Internet-Skate Park Camera		
0252447	03/07/25	P	AT & T	0000001107	975.75
			Line Description: Red Phone Fire Sta#1		
			Red Phone Fire Sta#2		
			Red Phone Fire Sta#3		
			NHCC Fire Alarm		
			PRI Circuit Inbound Trunk		
			Fire Emergency Line		
			Jack Hamett Sports Complex		
			WSS Alarm		
			DRC Fire Alarm		
			Lions Park Baseball Field		
			Red Phone Fire Sta#4		
			Red Phone Fire Sta#6		
			Red Phone Fire Sta#5		
0252448	03/07/25	P	AT&T Mobility LLC	0000030878	925.52
			Line Description: CMFR MCT BB 12/27/24-1/26/25		
0252449	03/07/25	P	AVNI Enterprises Inc	0000030676	4,782.46
			Line Description: Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		
0252450	03/07/25	P	AY Nursery	0000001142	1,686.29

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Plants & Trees for City		
0252451	03/07/25	P	Alysia Phillips	0000031166	100.00
			Line Description: Refund Rec Dep #2008753.002		
0252452	03/07/25	P	Angel Auto Spa LLC	0000027465	2,019.85
			Line Description: PD Car Wash-Jan 2025		
0252453	03/07/25	P	Anthem Blue Cross Life & Health	0000005329	1,118.76
			Line Description: Refund Ambulance Fee		
0252454	03/07/25	P	Arrowhead Forensics	0000018661	391.79
			Line Description: Evidence Tag		
0252455	03/07/25	P	Ashley Tfaye	0000031172	661.40
			Line Description: Stlmnt Property Loss-10/27/24		
0252456	03/07/25	P	B & H Photo Video Inc	0000006056	4,598.48
			Line Description: AUDIO & VISUAL EQUIPMENT AUDIO & VISUAL EQUIPMENT		
0252457	03/07/25	P	Beau Hossler	0000029714	105.00
			Line Description: Basketball Referee 2/26/25		
0252458	03/07/25	P	Blue Shield of California	0000028683	23.00
			Line Description: Refund Ambulance Fee		
0252459	03/07/25	P	Briana Edwards	0000031161	61.04
			Line Description: Refund Permit BIPL-24-0003		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252460	03/07/25	P	Bureau Veritas North America Inc	0000016616	953.96
			Line Description: Fire Plan Review		
0252461	03/07/25	P	CSG Consultants Inc	0000001887	2,835.91
			Line Description: Fire Plan Review Svc-Jan 25		
			Bldng Plan Review-Jan 2025		
			Bldg Plan Review Svc-Dec 24		
0252462	03/07/25	P	Canon Financial Services Inc	0000023241	627.35
			Line Description: Copier Lease 2/20-3/19/25		
0252463	03/07/25	P	Chandler Asset Management	0000022081	4,701.36
			Line Description: Investment Mgmt-Jan 2025		
0252464	03/07/25	P	City of Huntington Beach	0000002599	1,292.00
			Line Description: Helicopter Svc-Dec 2024		
0252465	03/07/25	P	Community Catalyst	0000030590	3,400.00
			Line Description: Planning Consulting Svc-Jan 25		
0252466	03/07/25	P	Community Controls	0000020782	955.95
			Line Description: Install Digital DoorkingKeypad		
0252467	03/07/25	P	Costa Mesa Lock & Key	0000001817	47.95
			Line Description: Duplicate Keys		
0252468	03/07/25	P	Cowboys Roofing	0000031160	363.61
			Line Description: Refun Permit BIRF-24-0007		

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>
0252469	03/07/25	P	Dell Computer Corp	0000001962	1,340.10
			<i>Line Description:</i> Power BI License		
0252470	03/07/25	P	Eagle Print Dynamics	0000026736	201.81
			<i>Line Description:</i> Emoplyee Uniform-City Clerk		
0252471	03/07/25	P	Edson Bakaimani	0000031167	591.14
			<i>Line Description:</i> Refund Ambulance Fee		
0252472	03/07/25	P	Elvin Lucas	0000031165	50.00
			<i>Line Description:</i> Refund Ambulance Fee		
0252473	03/07/25	P	Fed Ex	0000002190	140.93
			<i>Line Description:</i> Ground Delivery		
			Ground Delivery		
			Ground Delivery		
0252474	03/07/25	P	FleetPride Heavy Duty Parts & Service	0000030911	1,493.88
			<i>Line Description:</i> Windshield Wipers		
			Fan Clutch		
			Stock		
			Air Driyer		
0252475	03/07/25	P	Forensic Nurse Specialists Inc	0000014039	2,100.00
			<i>Line Description:</i> Victim Physical		
0252476	03/07/25	P	Galls LLC	0000002297	1,807.41
			<i>Line Description:</i> Uniforms-Roman		
			Uniforms-Nabong		
			Uniforms-Castillo		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Uniforms-Brown Uniforms-Guth		
0252477	03/07/25	P	Grainger	0000002393	1,543.99
			<i>Line Description:</i> Hardware Hardware Tools		
0252478	03/07/25	P	Hanks Electrical Supplies	0000002445	687.03
			<i>Line Description:</i> Electrical Supplies Electrical Supplies		
0252479	03/07/25	P	Hirsch Pipe & Supply Company Inc	0000026475	944.18
			<i>Line Description:</i> Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0252480	03/07/25	P	ITZEN Architects Inc	0000030962	6,440.00
			<i>Line Description:</i> Comm Design Svc-Jan 25		
0252481	03/07/25	P	Image Concepts	0000026883	624.95
			<i>Line Description:</i> Hats Maint Staff		
0252482	03/07/25	P	Intent Digital LLC	0000027621	3,925.00
			<i>Line Description:</i> VOTELYNX		
0252483	03/07/25	P	JFK Transportation Co., Inc.	0000030141	600.00
			<i>Line Description:</i> Day Camp Trnasptn-2/19/25		
0252484	03/07/25	P	John Lenell	0000031162	500.00
			<i>Line Description:</i> Refund Permit PADU-24-0092		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252485	03/07/25	P	John Stephens	0000002112	175.56
			Line Description: Lunch with Council Members		
0252486	03/07/25	P	Judy Kuperberg	0000031164	196.30
			Line Description: Refund Ambulance Fee		
0252487	03/07/25	P	Kiarra Haynes	0000031168	500.00
			Line Description: Refund Rec Dep #2008764.002		
0252488	03/07/25	P	LN Curtis & Sons	0000002983	858.59
			Line Description: SHIPPING		
			KIT SH/OFF		
			SALES TAX (7.75%)		
			Firefighter Attire		
0252489	03/07/25	P	Langlois Fancy Frozen Foods	0000030651	254.50
			Line Description: Jail Food Services		
0252490	03/07/25	P	Laura Tapia Vargas	0000031038	105.00
			Line Description: Basketball Referee 2/26/25		
0252491	03/07/25	P	McMaster Carr Supply Company	0000003118	236.12
			Line Description: Shop Welding		
0252492	03/07/25	P	Mesa Smog	0000020735	50.00
			Line Description: 504-Smog		
0252493	03/07/25	P	New Song Worship Center	0000007832	270.00

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Refund Op Permit 24120999500		
0252494	03/07/25	P	Norwood Management LLC	0000029243	13,659.00
			<i>Line Description:</i> Rent for March 2025		
0252495	03/07/25	P	Orange County Dept of Education	0000000442	1,500.00
			<i>Line Description:</i> Refund Rec Dep #2008752.002 Refund Rec Dep #2008763.002 Refund Rec Dep #2008762.002		
0252496	03/07/25	P	Orange County Mosquito & Vector Control	0000021750	223.50
			<i>Line Description:</i> Inspectoin&Treatment Jan 25		
0252497	03/07/25	P	Orange County Treasurer Tax Collector	0000003489	14,351.25
			<i>Line Description:</i> Parking Citation-Jan 2025		
0252498	03/07/25	P	Power Products Unlimited Inc	0000021904	2,958.87
			<i>Line Description:</i> Smart Battery-Motorola APX6000		
0252499	03/07/25	P	Premier Power	0000031169	132.15
			<i>Line Description:</i> Refund Permit BIEL-25-0011 Refund Permit BIEL-25-0002		
0252500	03/07/25	P	Prestige Roofing	0000031170	362.68
			<i>Line Description:</i> Refund Permit BROF-24-0627		
0252501	03/07/25	P	Proactive Engineering Consultants Inc	0000028916	7,702.50
			<i>Line Description:</i> Storm Drain Impv-Jan 2025		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252502	03/07/25	P	R & L Properties	0000031163	5,000.00
			<i>Line Description:</i> Refund Permit PADU-24-0019		
0252503	03/07/25	P	Robert Meyer	0000024124	100.00
			<i>Line Description:</i> Refund Ambulance Fee		
0252504	03/07/25	P	Rocketology, LLC	0000029934	350.00
			<i>Line Description:</i> Professor EggheadWorkshop-3/14		
0252505	03/07/25	P	SCA of CA, LLC	0000029971	6,598.00
			<i>Line Description:</i> Maint Svs NPT/19th Dec 24 Maint Svs NPT/19th Jan 25		
0252506	03/07/25	P	Scan Health Plan	0000023172	596.46
			<i>Line Description:</i> Refund Ambulance Fee		
0252507	03/07/25	P	Southern California Edison Company	0000004088	10,723.72
			<i>Line Description:</i> Loan8670 Sunflower/Plaza Feb25 Baker/Royal Feb 25 19th/NPT Feb 25 NPT/Baker Feb 25 SD Fwy On/Off Feb 25 1860 Anaheim 1/29-2/27/25 702 Victoria 1/29-2/27/25 Sunflower/Plaza Feb 25 3129 Harbor 1/30-3/2/25 1624 Gisler 1/30-3/2/25 Joann Bike Trail Feb 25 360 W Wilson 1/28-2/26/25 3351 Sakioka 1/24-2/24/25 3349 Sakioka 1/24-2/24/25 702 1/2 Victoria 1/29-2/27/25 348 E 17th PED 1/24-2/24/25		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sr Ctr 1/28-2/26/25 NHCC 1/28-2/26/25 Davis Field 1/28-2/26/25		
0252508	03/07/25	P	Southern California Gas Company	0000004092	1,395.19
			<i>Line Description:</i> FS#2 1/23-2/24/25 FS#1 1/24-2/25/25 BCC 1/24-2/25/25 FS#6 1/28-2/27/25		
0252509	03/07/25	P	Southern California Shredding Inc	0000025605	225.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services HR On-Site Shredding Services Fin		
0252510	03/07/25	P	Sparkletts	0000015725	169.85
			<i>Line Description:</i> Water Delivery Svcs - Fire		
0252511	03/07/25	P	Sunrun	0000025030	415.61
			<i>Line Description:</i> Refund BXPV-24-0090		
0252512	03/07/25	P	The Counseling Team International	0000026352	1,400.00
			<i>Line Description:</i> Counseling Svcs Jan 2025		
0252513	03/07/25	P	The Orange County Hispanic Chamber of	0000031173	3,500.00
			<i>Line Description:</i> Estrella Awards Sponsor 2025		
0252514	03/07/25	P	The Pin Center	0000019267	840.00
			<i>Line Description:</i> Lapel City Seal Pins		
0252515	03/07/25	P	The Solis Group	0000030649	4,824.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fire Sta4 Training Tower Impro Fire Sta4 Training Tower Impro Fire Sta4 Training Tower Impro		
0252516	03/07/25	P	Thomas Owens	0000011511	250.00
			Line Description: Refund Rec Dep #2008765.002		
0252517	03/07/25	P	US Bank	0000002228	7,582.06
			Line Description: Payroll 25-04		
0252518	03/07/25	P	United Site Services of California Inc	0000015552	149.01
			Line Description: Portable Toilet Svs 1/29-2/25 Portable Toilet 1/29-2/25/25		
0252519	03/07/25	P	Vedic Spirtual Center	0000031171	270.00
			Line Description: Refund Op Permit 25022499500		
0252520	03/07/25	P	Verizon Wireless	0000008717	7,286.40
			Line Description: FIRE IPADS 1/18-2/17/25 WIRELESS PHONE 1/18-2/17/25 WIRELESS PHONE 1/18-2/17/25 WIRELESS PHONE 1/18-2/17/25 WIRELESS PHONE 1/18-2/17/25		
0252521	03/07/25	P	Verizon Wireless	0000008717	1,855.57
			Line Description: Nextgen Broadband Dec24		
0252522	03/07/25	P	Vulcan Materials Company	0000007403	282.75
			Line Description: Asphalt Pothole Sidewalk Ramp Asphalt Sidewalk Pothole Ramp		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252523	03/07/25	P	Williams Data Management	0000018803	547.53
Line Description: DATA STORAGE MONTHLY					
0252524	03/07/25	P	Winzer	0000026180	3,774.39
Line Description: Trash Liners					
0252525	03/07/25	P	Yunex LLC	0000029573	7,946.43
Line Description: Fairview & South Coast-Knockdo					
TOTAL					\$1,769,679.61

SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019460	03/07/25	P	Ayesha Khalid	0000031159	2,056.71
			Line Description: CPA Review Course		
019461	03/07/25	P	Charles Chamoun	0000014728	250.00
			Line Description: Achievement Award Feb 2025		
019462	03/07/25	P	David Casarez	0000004716	301.00
			Line Description: CPCA Annual Training		
019463	03/07/25	P	Enterprise Rent A Car	0000002131	3,264.33
			Line Description: Undercover Car Rental		
			Undercover Car Rental		
019464	03/07/25	P	Hannah Evans	0000031154	363.00
			Line Description: Animal Law Enf Academy		
019465	03/07/25	P	Jack R. Sweeney	0000030173	4,160.00
			Line Description: 3190 Airport Loop-Mar 2025		
019466	03/07/25	P	Jason Chamness	0000014287	301.00
			Line Description: CPCA Annual Training		
019467	03/07/25	P	Jones Mayer	0000014653	257,315.82
			Line Description: #127757-May		
			#127824-Leik		
			#127754-Coats		
			#127759-Munoz		
			#127760-Peper		
			#127753-Becker		
			#127763-Query		
			#127761-Percival		

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>
			Line Description:		
			#127762-Phillips		
			#127764-Schaefer		
			#127752-Alexander		
			#127751-Abdulmagid		
			#127765-Veramancini		
			#127755-DBO Invest CM		
			#127756-Insight Psychology		
			#127750-440 Fair Dr/1179 NP		
			#127636-IT		
			#127627-FDC		
			#127641-May		
			#127643-Mood		
			#127621-Coats		
			#127644-Moyer		
			#127645-Munoz		
			#127652-Peper		
			#127615-Becker		
			#127642-Milton		
			#127647-Nasiri		
			#127650-Opioid		
			#127658-Querry		
			#127660-Rivera		
			#127626-Dev Svc		
			#127628-Finance		
			#127631-Holland		
			#127632-Housing		
			#127634-Hurtado		
			#127620-City Mgr		
			#127638-Jahanbin		
			#127646-Murtaugh		
			#127653-Percival		
			#127654-Phillips		
			#127662-Schaefer		
			#127613-Alexander		
			#127616-Cervantes		
			#127629-Fire Dept		
			#127630-Hernandez		
			#127659-Risk Mgnt		
			#127661-Salehpour		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: #127612-Abdulmagid
#127618-City Clerk
#127637-Jahanbin 2
#127640-Litigation
#127648-Ohio House
#127657-Public Svc
#127607-227 Mesa Dr
#127610-544 Bernard
#127656-Police Dept
#127663-Veramancini
#127664-Yellowstone
#127604-1963 Wallace
#127611-599 W Wilson
#127623-City Council
#127606-2162 Maple St
#127617-City Attorney
#127625-DBO invest CM
#127655-Planning Comm
#127602-113 Clearbrook
#127614-Animal Control
#127619-City Clerk PRR
#127649-One Metro West
#127633-Human Resources
#127608-374 Woodland Ave
#127622-Code Enforcement
#127639-Jamboree Housing
#127651-Park & Comm Svcs
#127601-1095 Sea Bluff Dr
#127603-1858 Newport Blvd
#127635-Insight Psychology
#127605-1963 Wallace DecRel
#127609-440 Fair Dr/1179 NP
#127624-DAlessio Investment

019468	03/07/25	P	Joyce LaPointe	0000006332	301.00
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Line Description: CPCA Annual Training

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Mar 06,2025

Bank: DDP1

Run Time 11:53:20 AM

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
019469	03/07/25	P	Scott Stafford	0000012020	301.00
<i>Line Description:</i> CPCA Annual Training					
TOTAL					\$268,613.86

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Mar 11, 2025

Run Time 4:48:48 PM

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0252526	03/12/25	P	Maximum Security Safes	0000031130	1,550.00
<i>Line Description:</i> Relocated safe @ PD					
TOTAL					<u><u>\$1,550.00</u></u>

1,550.00
273,987.28
1,703,049.83
843.96
0.00

\$ 1,979,431.07

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Mar 13,2025

Run Time 12:13:10 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019470	03/14/25	P	Amanda Kim	0000030668	461.54
			Line Description: Payroll 25-06		
019471	03/14/25	P	Carlos Diaz	0000013277	1,250.00
			Line Description: College Tuition Reimb-Fall2024		
019472	03/14/25	P	Costa Mesa Employees Association	0000006284	4,536.71
			Line Description: Payroll 25-06		
019473	03/14/25	P	Costa Mesa Executive Club	0000006286	360.00
			Line Description: Payroll 25-06		
019474	03/14/25	P	Costa Mesa Firefighters Association	0000001812	8,887.50
			Line Description: Payroll 25-06		
019475	03/14/25	P	Costa Mesa Police Association	0000001819	6,600.00
			Line Description: Payroll 25-06		
019476	03/14/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll 25-06		
019477	03/14/25	P	Enterprise Rent A Car	0000002131	3,478.07
			Line Description: Undercover Car Rental		
			Undercover Car Rental		
019478	03/14/25	P	Kimberly Velazquez	0000025516	1,250.00
			Line Description: College Tuition Reimb-Fall2024		
019479	03/14/25	P	Mikelle Daily	0000029937	53.31

Report ID: CCM2001

City of Costa Mesa Accounts Payable

Page No. 2

SUMMARY CHECK REGISTER

Run Date Mar 13,2025

Bank: DDP1

Run Time 12:13:10 PM

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Hosing Service Grant Comm Mtng		
019480	03/14/25	P	Sergio Escobar	0000030192	250.00
			<i>Line Description:</i> Achievement Award March 2025		
019481	03/14/25	P	Travel Costa Mesa	0000024750	246,545.15
			<i>Line Description:</i> BIA Feb 2025		
					TOTAL \$273,987.28

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252527	03/14/25	P	Admin Sure Inc	0000021568	17,139.00
			<i>Line Description:</i> Wkrs Comp Admin Fee-Mar 2025		
0252528	03/14/25	P	Architectural Engineering Technology Inc	0000029448	52,233.01
			<i>Line Description:</i> Baker-Placentia-Victoria-19th Baker-Placentia-Victoria 19th Professional Services Agreemen		
0252529	03/14/25	P	CALIBA INC	0000030848	86,758.18
			<i>Line Description:</i> FS #4 Trng Fac Proj #23-04 Retention Payable Proj #23-04		
0252530	03/14/25	P	CityGreen Consulting, LLC	0000030471	17,708.75
			<i>Line Description:</i> SB1383 Srvs Consulting Nov Consulting- 1383 Srvs		
0252531	03/14/25	P	Community Works Design Group, LLC	0000030548	29,391.98
			<i>Line Description:</i> Enginrng Design Svc 12/5-1/13 Engineering Design Svc-Sep 24 Engineering Design Svc-Oct 24		
0252532	03/14/25	P	Gentry General Engineering	0000030532	788,954.14
			<i>Line Description:</i> Retention Payable#23-11/300174 Adam/Pinecreek Proj #23-11		
0252533	03/14/25	P	Origin Golf Design	0000031068	27,500.00
			<i>Line Description:</i> Final Golf Course Operations Golf Course Design Fairview Dev Center Consulting		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252534	03/14/25	P	Pinnacle Petroleum, Inc	0000029315	21,508.02
			Line Description: Uneleaded Fuel PD Tank#7		
0252535	03/14/25	P	RCS Investigations & Consulting LLC	0000025431	15,300.00
			Line Description: Background Investigations		
0252536	03/14/25	P	Rimini Street Inc	0000022440	94,359.00
			Line Description: SUPPORT SERVICE AGREEMENT		
0252537	03/14/25	P	SCA of CA, LLC	0000029971	123,927.87
			Line Description: Street Sweeping-Feb 2025		
			Bus Shelter PressureWash-Feb25		
0252538	03/14/25	P	STV Construction Inc	0000024848	17,868.00
			Line Description: Fire Sta4 Training Tower Impro		
			Lions Park Project-Cafe Buildi		
0252539	03/14/25	P	Southern California Edison Company	0000004088	171,319.81
			Line Description: 1990 Placentia 2/4-3/5/25		
			1035 Park Crest 1/31-3/3/25		
			Parks Maint 1/7-2/28/25		
			885 Junipero 1/31-3/3/25		
			707 W 18th 2/5-3/6/25		
			711 W 18th 2/5-3/6/25		
			734 James 2/5-3/6/25		
			740 James 2/5-3/6/25		
			744 James 2/5-3/6/25		
			745 W 18th 2/5-3/6/25		
			2293 Canyon		
			744 James A 2/5-3/6/25		
			Tennis Ctr 1/31-3/3/25		
			2750 Fairview 1/31-3/3/25		
			970 Arlington 1/31-3/3/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> 980 Arlington 1/31-3/3/25 717&721 James 2/5-3/6/25 2301 Harbor 1/23-2/23/25 1587 Sunflower 2/6-3/9/25 782 Shalimar 2/6-3/9/25 2301 Harbor 11/22-12/22/24 745 W 19th 2/3-3/4/25 567 W 18th 2/3-3/4/25 1350 S Coat 2/6-3/9/25 1940 Placentia 2/5-3/6/25 Loan8690 St Lights Feb 25 St Lights Feb 25 Fac & Equip Feb 25 Vet Hall 2/5-3/6/25 BCC 2/5-3/6/25 2301 Harbor 12/23/24-1/22/25 Volcom Sk8 Park 1/31-3/3/25 2590 Placentia 2/5-3/6/25					
0252541	03/14/25	P	StandUp for Kids, Inc.	0000030323	15,880.93
<i>Line Description:</i> Home ARPA Funds					
0252542	03/14/25	P	The Code Group Inc	0000025073	20,074.64
<i>Line Description:</i> Consulting Staffing Services Consulting Staffing Srvs Consulting Plan Check Srvs Consulting Plan Check					
0252543	03/14/25	P	Trellis/Love Costa Mesa	0000025584	53,410.99
<i>Line Description:</i> Home-ARP Funding Supportive Sr					
0252544	03/14/25	P	Wittman Enterprises LLC	0000026639	15,755.00
<i>Line Description:</i> Billing Srvs Feb 2025					

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252545	03/14/25	P	ARC	0000022726	13.47
			Line Description: Fairview Rd Reheb Plans		
0252546	03/14/25	P	AVNI Enterprises Inc	0000030676	108.16
			Line Description: Stock-Steam Gasket Gap		
0252547	03/14/25	P	Adamson Police Products	0000014519	840.90
			Line Description: Def-Tec Command Initiated Adap		
0252548	03/14/25	P	Ai Ley Tan	0000029642	1,000.00
			Line Description: Wellness Prog-Feb 2025		
0252549	03/14/25	P	American Alarm Systems Inc	0000008900	810.00
			Line Description: Fire/Security Alam Apr-Jun 25		
0252550	03/14/25	P	Amerinat	0000026372	2,007.08
			Line Description: Monthly Service Fee-Jan 2025		
			Monthly Service Fee-Dec 2024		
0252551	03/14/25	P	Amtech Elevator Services	0000013616	9,280.00
			Line Description: MVLibrary Elevator Maint-Feb25		
			City Hall Elevator Main-Fec 25		
			CH Elevator Maint Oct-Dec 2024		
0252552	03/14/25	P	Ardurra Group, Inc.	0000030147	3,120.00
			Line Description: I-405 Engrng Svc-Jan 2025		
0252553	03/14/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	1,420.13
			Line Description: Legal Svc-Jan 2025		
			Litigation-Jan 2025		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252554	03/14/25	P	Berlitz Languages Inc	0000029611	440.00
			Line Description: Bilingual Testing		
0252555	03/14/25	P	Bob Barker Company Inc	0000021223	270.99
			Line Description: Jail Supplies		
0252556	03/14/25	P	Botach Tactical	0000010573	902.95
			Line Description: SWAT Accessories		
0252557	03/14/25	P	Bureau Veritas North America Inc	0000016616	195.00
			Line Description: Plan Check Svc		
0252558	03/14/25	P	CBE	0000015149	1,862.60
			Line Description: Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
			Copier Maint 2/5-3/4/25		
0252559	03/14/25	P	Cabco Yellow Inc	0000028576	12,150.00
			Line Description: Sr Mobility Prog-Jan 2025		
0252560	03/14/25	P	Canon Financial Services Inc	0000023241	407.10
			Line Description: Copier Lease-Dec 2024		
			Copier Lease 1/20-2/19/25		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252561	03/14/25	P	Charter Communications Operating	0000026887	7,500.00
			Line Description: Rule 20B Proj-Adams Ave		
0252562	03/14/25	P	CivicPlus, LLC	0000031175	7,547.40
			Line Description: Archive Social Standard		
0252563	03/14/25	P	Continental Interpreting Services Inc	0000024355	2,684.61
			Line Description: Shalimar Pk Expention Proj		
0252564	03/14/25	P	DKS Associates	0000024769	92.50
			Line Description: TS Design @ Fairview 1/31/25		
0252565	03/14/25	P	Demetrius Mayhand	0000030111	140.00
			Line Description: Basketball Referee 3/05/25		
0252566	03/14/25	P	Entenmann Rovin Company	0000002130	2,381.35
			Line Description: Badges		
0252567	03/14/25	P	FM Thomas Air Conditioning Inc	0000017151	5,481.38
			Line Description: Maint Svc-Feb 2025		
0252568	03/14/25	P	Ferguson Enterprises Inc #1350	0000007785	40.21
			Line Description: Plumbing Supplies		
			Plumbing Supplies		
			Credit Retrun Item		
			Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252569	03/14/25	P	Fuel Pros Inc	0000026476	4,948.71
		<i>Line Description:</i>	FS #6 DO Inspection Slow Flow Repair-CY Corp Yard- DO Inspection FS #2 DO Inspection		
0252570	03/14/25	P	Grainger	0000002393	112.19
		<i>Line Description:</i>	Hardware		
0252571	03/14/25	P	Integrated Impressions	0000003403	774.62
		<i>Line Description:</i>	Promotional Items		
0252572	03/14/25	P	Interstate Batteries of California Coast	0000002700	633.85
		<i>Line Description:</i>	Stock		
0252573	03/14/25	P	Irv Seaver Motorcycles	0000010272	1,108.79
		<i>Line Description:</i>	Level 2 Service-#629		
0252574	03/14/25	P	Irvine Ranch Water District	0000005112	699.29
		<i>Line Description:</i>	258 Brentwood 2/6-3/5/25 261 Monte Vista 2/6-3/5/25 2603 Elden 2/6-3/5/25 106 Del Mar 2/6-3/5/25 170 Del Mar 2/6-3/5/25 220 23rd 2/6-3/5/25 308 University 2/5-3/5/25		
0252575	03/14/25	P	James Snordan	0000029974	140.00
		<i>Line Description:</i>	Basketball Referee 3/10/25		
0252576	03/14/25	P	Jess Long	0000026620	280.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Basketball Referee 3/05/25 Basketball Referee 3/03/25		
0252577	03/14/25	P	John Barnett	0000031177	976.49
			<i>Line Description:</i> Refund Mills Act Property		
0252578	03/14/25	P	Johnson Favaro LLP	0000023249	4,727.95
			<i>Line Description:</i> Lions Park Proj 2/28/25		
0252579	03/14/25	P	Kelly Spicers Stores	0000029500	742.81
			<i>Line Description:</i> Bank Tabs		
0252580	03/14/25	P	Kimball Midwest	0000006819	497.36
			<i>Line Description:</i> Shop Supplies		
0252581	03/14/25	P	Knorr Systems Inc	0000005036	544.03
			<i>Line Description:</i> DRC Pool Chemical Refill		
0252582	03/14/25	P	Liebert Cassidy Whitmore	0000002960	5,155.00
			<i>Line Description:</i> LEGAL SERVICES - HR General Legal General Legal		
0252583	03/14/25	P	Loomis	0000019082	853.37
			<i>Line Description:</i> ARMORED CAR SERVICES Feb25		
0252584	03/14/25	P	Mesa Consolidated Water District	0000003144	7,760.00
			<i>Line Description:</i> 2 Meters Relocation-Adams Ave		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252585	03/14/25	P	Michael Baker International Inc	0000024229	10,561.90
			Line Description: Public Review Draft Proj Mngmn		
0252586	03/14/25	P	Nutrien AG Solutions Inc	0000026392	817.61
			Line Description: Purchase of Soil Amendments		
0252587	03/14/25	P	O Neil Storage	0000018395	137.63
			Line Description: Document Storage		
0252588	03/14/25	P	Pacific Medical Waste	0000029793	193.22
			Line Description: Biohazard Disposal February 25		
0252589	03/14/25	P	Parkhouse Tire Inc	0000003556	664.94
			Line Description: 316-Tire Repair		
0252590	03/14/25	P	Premier Security Services Inc	0000002633	2,365.48
			Line Description: VERKADA BACKUP COMMUNICATOR		
			VERKADA BK21 KEYPAD		
			LABOR		
			SALES TAX (7.75%)		
			CAT6A CABLE AND MISC. MATERIAL		
0252591	03/14/25	P	Prudential Overall Supply	0000025480	568.38
			Line Description: Fleet Uniform Return		
			Fleet Uniform Return		
			Fleet Uniforms-Jan 2025		
			Parks Uniforms-Jan 2025		
			Fleet Towel Svc-Jan 2025		
			Street Uniforms-Jan 2025		
			Facilities Uniforms-Jan 2025		
			Fleet Uniform Return		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0252592	03/14/25	P	Rafael Rodriguez	0000031018	140.00
			Line Description: Basketball Referee 3/10/25		
0252593	03/14/25	P	Safe Restraints Inc	0000030990	10,435.10
			Line Description: WRAP Restraint Systems w/Helme		
0252594	03/14/25	P	State of California Dept of Justice	0000001534	2,325.00
			Line Description: Livescan/Fingerprinting Servic		
0252595	03/14/25	P	Terrell Thorogood	0000030424	140.00
			Line Description: Basketball Referee 3/03/25		
0252596	03/14/25	P	Thomas J Broxtermann PhD	0000031054	450.00
			Line Description: POST Trng-K Ramirez/M Lopez		
0252597	03/14/25	P	Turnout Maintenance Company LLC	0000020182	6,277.93
			Line Description: Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Fire Apparel		
			Travel Costa Mesa		
			Fire Apparel		
			Fire Apparel		
0252598	03/14/25	P	Uline	0000010970	191.47
			Line Description: Coverall for Jail		

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0252599	03/14/25	P	UniFirst Holdings Inc	0000030616	71.40
			<i>Line Description:</i> CLEANING SERVICE		
0252600	03/14/25	P	Verified First LLC	0000027240	100.00
			<i>Line Description:</i> Pre-Employment Credit Checks		
0252601	03/14/25	P	Verizon Wireless	0000008717	5,216.99
			<i>Line Description:</i> Broadband 7/24-7/23 PD Cell Phones 12/16-1/15/25		
0252602	03/14/25	P	Waxie Sanitary Supply	0000004480	431.56
			<i>Line Description:</i> Sanitart Supplies		
0252603	03/14/25	P	Zumar Industries Inc	0000004622	2,221.61
			<i>Line Description:</i> Metal Blanks Anchors Posts		

TOTAL \$1,703,049.83

Bank: CITY
Cycle: APAY

Run Time 12:54:21 PM

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0252604	03/14/25	P	CalPERS Long-Term Care Program	0000006287		93.96
		Line Description: Payroll 25-06				
0252605	03/14/25	P	Pamela Lilly	0000025324		750.00
		Line Description: Payroll 25-06				
					TOTAL	\$843.96

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Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Mar 13, 2025

Run Time 12:53:40 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>
0252540	03/14/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

End of Report



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-237

Meeting Date: 4/1/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the Study Session of March 11, 2025 and the regular meeting of March 18, 2025.



REGULAR CITY COUNCIL STUDY SESSION MEETING TUESDAY, MARCH 11, 2025 – MINUTES

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

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS – MATTERS ONLY LISTED ON THE AGENDA

Ralph Taboada, Costa Mesa, spoke on considering additional options before making a final decision, spoke on the high amount of open CIP projects and prioritizing the open projects, using the gas tax monies for the Adams Avenue project, and would prefer public comments be after the staff presentation.

Speaker, requested additional information on sales taxes and revenues, spoke on utilizing gas taxes for street projects, spoke on having more options on the table and to consider cutting the Climate Action Plan and Active Transportation Green Streets projects.

James Peters, Costa Mesa, spoke on reviewing the expenditures line by line, spoke on the quarterly summary and the potential of a \$7 million downfall if the trend continues, and requested full disclosure on expenses.

Cynthia McDonald, Costa Mesa, requested additional information on options, inquired on which of the CIPs are being deferred, requested public comments be after the staff presentation, and spoke on the cannabis revenue.

STUDY SESSION ITEM:

1. FISCAL YEAR 2024-25 MID-YEAR BUDGET UPDATE

Presentation by Ms. Molina, Finance Director.

ACTION:

City Council provided feedback on the Fiscal Year 2024-25 Mid-Year Update.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 7:03 p.m.

Minutes adopted on this 1st day of April, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY MARCH 18, 2025 – 6:00 P.M. - MINUTES

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:02 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 Matthew Hambrick, Costa Mesa First United Methodist Church.

ROLL CALL

Present: Council Member Buley (Via Zoom Webinar), Council Member Gameros, Council Member Pettis, Council Member Marr, Council Member Reynolds (Via Zoom Webinar), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PRESENTATIONS:

Paulette Lombardi-Fries, President of Travel Costa Mesa, provided an update to the City Council.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Flo Martin, Costa Mesa, spoke on palm trees that need trimmed along Tanager Drive.

Matt Walters, Costa Mesa, works at Vons Pavilions, spoke on increased theft and safety issues, and requested an ordinance to regulate self-checkouts.

Speaker, works at Vons on Harbor Blvd., requested an ordinance to regulate self-checkouts.

Victor Romero, works for Stater Brothers, spoke on the courtesy clerks being laid off at the Costa Mesa store, and requested support for workers.

Damian Martin Esq., co-founder, RD x Catalyst Cannabis Co., expressed gratitude to the City Council and staff for enforcement on smoke shops illegally selling cannabis and nitrous oxide.

Steve McNally, Costa Mesa, thanked the City Council and CalOptima for the Celebrating Life Clinic, spoke on facilities where Narcan is distributed, and in support of availability of Narcan, expressed concern that police from other cities are not transferring individuals that request a 5150 hold, and spoke on the importance of having proper policy and procedures for 5150 hold requests.

Speaker, spoke on speeding problems on W. 19th Street, requested a traffic officer to be posted at Towne Street, spoke on the Transient Occupancy Tax and on California's MediCal budget deficit.

John Lewis, spoke against the street improvements on 19th street, spoke on speeding problems on Towne Street, spoke on the street becoming a cut through street, and requested a cul-de-sac on the street.

Marc Vukceovich, requested the City Council to support the following bills: AB-1085 which increases fines for manufacturers and retailers for illegal license plate covers, SB-445 modifies e-bike regulations, SB-720 modifies the existing redlight camera program, AB-382 allows cities to use standards in school zones other than when children are present, AB-981 requires speed limiting devices if the driver has multiple reckless driving faults on record, and AB-366 requiring Ignition Interlock Device installation for first time DUI offenders.

Speaker, spoke on a person arrested on October 29, 2023, and requested a contact for inquiries on the case.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Buley thanked Fire Chief Stefano and Brian Gruner, Parks and Community Services Director for meeting with him and Council Member Pettis, spoke on the budget and requested that the Finance and Pension Advisory Committee review the budget and that any comments on budget issues be included in the report.

Council Member Gameros thanked the members of the United Food and Commercial Workers Union (UFCW) who spoke on self-checkouts in the grocery stores and that he will be looking into the issue, spoke on observing March 10, 1987 and remembering Police Officers Ketchum and Libolt, recognized new Fire Department recruits, spoke on emergency preparedness, spoke on a meeting on March 19, 2025 at 6:00 p.m. regarding a proposed traffic signal on Fairview Avenue and Belfast Avenue.

Council Member Marr spoke on the new Goodwill Donation Center at the Orange County Fairgrounds, spoke on attending the Women's Veterans Symposium, spoke on attending the skate park community meeting, spoke on the upcoming Bark Bash event on Saturday, March 22nd, thanked the members of the United Food and Commercial Workers Union (UFCW) for speaking and is in support of their efforts, and requested to adjourn the meeting in memory of Huy Pham, a city employee, and Officers Ketchum and Libolt.

Council Member Reynolds spoke on the speeding issues on Towne Street, thanked the Costa Mesa Historical Society for hosting speaker events, and an artist Alisia Rojas, who is the artist who painted the mural on Baker Street and spoke on community-based art projects, requested an update on the permit parking program, spoke on the potential of a shared parking program, spoke on proposed legislation and requested information on the process to discuss and support legislation.

Council Member Pettis spoke on Brentwood Park and that the project is still in the budget, spoke on meeting with staff regarding Harper Park, spoke on behavioral health and a policy on 5150 procedures, spoke on Gregory Gaef a homeless resident of District 6 who recently passed away, and requested to adjourn the meeting in his honor.

Mayor Pro Tem Chavez thanked the members of United Food and Commercial Workers Union (UFCW) for attending the meeting and speaking, requested the City Manager research the Long Beach City ordinance, spoke on attending the Goodwill Donation Center Grand Opening, spoke on attending Side Car Cafe closure with Council Member Reynolds and recognizing their years of service, spoke on the fair housing workshop on March 19th, spoke on the Rise and Shine town hall meeting at the Senior Center with Fire Chief Stefano, and spoke on the Bark Bash on March 22nd.

Mayor Stephens thanked United Food and Commercial Workers Union (UFCW) members for attending, spoke on the skate park meeting, and spoke on the passing of Fran Ursini, founder of Newport Rib Company and adjourning the meeting in memory of him.

REPORT – CITY MANAGER – Ms. Farrell Harrison introduced Paul Martin as the new Transportation Services Manager, referred the Police Department matter to the City Attorney for follow up, responded to Council Member Reynolds request for an update on the residential permit parking program, spoke on the Long Beach ordinance regarding the issues brought up by the United Food and Commercial Workers Union (UFCW), spoke on the maintenance of the palm trees, spoke on conducting a traffic study and looking into safety or calming measures for Towne Street, spoke on the Legislative Review Committee and the process, responded to Council Member Buley's request for the Finance and Pension Advisory Committee participation in the budget process, and expressed condolences regarding all of the adjournment requests for the meeting.

REPORT – CITY ATTORNEY – Ms. Hall Barlow spoke on the police incident brought up during public comment and gave her phone number to the caller to reach out to her.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar except for item no. 7.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets, and Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received from Ware Disposal.

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 further reading of Ordinances and Resolutions.

2. **READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Angel Cronan, Aiden Cronan, Joseph Miner, Kitty O'Neill, Stephen Scoles, Catherine Joy Warren, Nona Wolverton.

3. **ADOPTION OF WARRANT RESOLUTION**

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

Mayor Stephens recused himself on the item due to campaign contributions received from Ware Disposal.

ACTION:

City Council approved Warrant Resolution No. 2730.

4. **MINUTES**

ACTION:

City Council approved the minutes of the regular meeting of March 4, 2025.

5. RESOLUTION AUTHORIZING STREET CLOSURES FOR THE 2025 ORANGE COUNTY MARATHON RUNNING FESTIVAL

ACTION:

City Council adopted Resolution No. 2025-03, designating event routes for the 2025 Orange County (OC) Marathon Running Festival and approving the temporary street closures for May 3, 2025 and May 4, 2025, as requested for the 2025 OC Marathon Running Festival.

6. COSTA MESA POLICE DEPARTMENT FLOOR REPLACEMENT PROJECT, CITY PROJECT NO. 24-05

ACTION:

1. City Council awarded a Public Works Agreement (PWA) in the amount of \$335,000 to Interior Resources, Inc., 1761 Reynolds Ave., Irvine, CA 92614 to refloor the interior of the Costa Mesa Police Department building.
2. Authorized an additional ten percent (10%) contingency in the amount of \$33,500 as needed for any unforeseen costs related to the project.
3. Authorized the City Manager and City Clerk to execute the PWA and any future amendments to the agreement within Council authorized limits.

ITEMS PULLED FROM THE CONSENT CALENDAR

7. 2024 6TH CYCLE HOUSING ELEMENT ANNUAL PROGRESS REPORT

Council Member Pettis inquired on low-income rents and spoke on state mandates and voicing views on legislation.

Public Comments: None.

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

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council received and filed the 2024 6th Cycle Housing Element Annual Progress Report (APR) for submittal to the State Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LUCI), formerly known as the Office of Planning and Research (OPR).

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

PUBLIC HEARINGS:

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

1. FIRST READING OF AN ORDINANCE TO AMEND TITLE 13 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT PCTY-24-0002)

Presentation by Mr. Yeager, Senior Planner.

Public Comments:

Speaker, inquired if the ADU's would have separate addresses or share with the main house.

Speaker, spoke on the state mandates, single-family neighborhoods, and on standards so neighbors are not impacted.

Marc Vukceovich expressed support for housing affordability, the need to build more housing, and facilitating the construction of ADU's.

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

MOTION: Approve staff recommendation with the following changes:

- In Section 13-35(b)(1) to allow for ADU's in non-residential zones if the ADUs are located on properties with approved master plan permitted for residential use. This would allow for ADUs in the various residential developments with underlying commercial and industrial zones in Westside Costa Mesa.
- Sections 13-35(d)(12)(b) through (d)(16) are proposed to be renumbered.
- Clarify ADU provisions and standards pertaining to driveway removal is permissive and not mandatory.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

The City Council introduced for first reading, by title only, Ordinance No. 2025-02 approving Code Amendment PCTY-24-0002, amending Title 13 of the Costa Mesa Municipal Code (CMMC) pertaining to ADUs.

City Council recessed into a break at 8:23 p.m.

City Council reconvened at 8:38 p.m.

2. **AFFORDABLE HOUSING / DISPOSITION AND DEVELOPMENT AGREEMENT AND GROUND LEASE, SUBDIVISION OF THE SUBJECT PROPERTY INTO TWO PARCELS, AND MASTER PLAN WITH DENSITY BONUS, FOR THE DEVELOPMENT OF A 70-UNIT SENIOR AFFORDABLE MULTI-FAMILY RESIDENTIAL PROJECT LOCATED ON A PORTION OF THE SENIOR CENTER PARKING LOT AT 695 WEST 19TH STREET**

Presentation by Mr. Mendez, Senior Planner.

Public Comments:

Christine Nolf, Costa Mesa, spoke in support of the project.

County Supervisor Katrina Foley, Representing the 5th District, thanked the Costa Mesa Fire Department for their service, spoke in favor of the project and spoke on the County's investment of funds to the project and spoke on low and very-low-income units.

Alejandro Santiago, United Way, spoke in support of the project.

Steve McNally, Costa Mesa, spoke on the work of Jamboree Housing, continuing to establish a relationship with Cal-Optima, and spoke on the need for senior housing.

Betsy Densmore spoke in support of the project.

Speaker, spoke in support of the project.

Speaker, spoke on using the Senior Center services, spoke on potential hardships during construction, spoke on shuttle services, and requested using the commuter bus.

Speaker, expressed concern on the location and reduced parking, the driveway location next to bus stop, parking impacts to neighborhoods, spoke on mental illness, and spoke on duplicate amenities at the Senior Center.

Marc Vukceovich spoke in support of the project, expressed concerns on the amount of parking in a pedestrian opportunity zone, inquired on lower rent if parking is not utilized, and spoke in opposition of the driveway on 19th Street.

Kathy Esfahani, Affordable Housing Coalition, spoke in support of the project.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve Planning Commission recommendation.

Mayor Pro Tem Chavez requested to add that staff will work to eliminate all blind spots from the 19th street ingress and egress.

Mayor Stephens agreed to the addition.

Council Member Reynolds requested the following additions:

- Remove the palm tree requirement and replace with a canopy tree.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

- Add language to require that sidewalk space is protected from vehicle encroachment.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

- Add language that bike lockers can be provided upon approval of planning staff.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

- Review the external bike rack location to ensure appropriate spacing so that parked bikes do not interfere with sidewalk circulation.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve Planning Commission recommendation with the following changes:

- Staff to work to eliminate all blind spots from the 19th street ingress and egress.
- Remove the palm tree requirement and replace with a canopy tree.
- Add language to require that sidewalk space is protected from vehicle encroachment.
- Add language that bike lockers can be provided upon approval of Planning Staff.
- Review the external bike rack location to ensure appropriate spacing so that parked bikes do not interfere with sidewalk circulation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found the project categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15332 (Class 32), In-Fill Development Projects.
2. Approved the Affordable Housing / Disposition and Development Agreement (AH/DDA) (including a Regulatory Agreement) and Ground Lease, subject to such non-substantive changes as may be approved by the City Manager and City Attorney.

3. Approved the Master Plan (PMAP-24-0001) with Density Bonus, and Tentative Parcel Map 2023-160.
4. Directed staff to work to eliminate all blind spots from the 19th street ingress and egress, remove the palm tree requirement and replace with a canopy tree, add language to require that sidewalk space is protected from vehicle encroachment, add language that bike lockers can be provided upon approval of Planning Staff, and review the external bike rack location to ensure appropriate spacing so that parked bikes do not interfere with sidewalk circulation.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:22 p.m. in memory of Police Officers Ketchum and Libolt, Huy Pham, Fran Ursini, and Gregory Gaef.

Minutes adopted on this 1st day of April, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-241

Meeting Date: 4/1/2025

TITLE:

DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA POLICE ASSOCIATION (CMPA) AND THE COSTA MESA CITY EMPLOYEES' ASSOCIATION (CMCEA) LABOR NEGOTIATIONS PROCESSES AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MEMORANDUMS OF UNDERSTANDING (MOU) PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

DEPARTMENT: CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER (714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Designate City Manager Lori Ann Farrell Harrison as the City's Principal Negotiator, Assistant City Manager Cecilia Gallardo Daly, Deputy City Manager Alma Reyes, Human Resources Manager Kasama Lee and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA MOUs completed per the requirements of the Transparency in Labor Negotiations Council Policy.

BACKGROUND:

Per the Transparency in Labor Negotiations Council Policy (300-8), the City Council must designate a Principal Negotiator who "shall have extensive prior experience in negotiating public employee collective bargaining agreements and shall be free from any actual or potential conflict of interest with respect to the bargaining unit." The City shall also be represented by legal counsel whether or not legal counsel is designated as the Principal Negotiator.

The City Council and/or Principal Negotiator may also designate additional employee(s) to be present during negotiations and to assist the Principal Negotiator as the City Council and/or Principal Negotiator deem appropriate.

ANALYSIS:

The current Memorandums of Understanding for CMPMA, CMPA and CMCEA expire on June 30, 2025. Representatives from CMPMA, CMPA and CMCEA have requested the City begin discussions on a successor MOU.

Staff recommends that City Council designate City Manager Lori Ann Farrell Harrison as the City's Principal Negotiator, Assistant City Manager Cecilia Gallardo Daly, Deputy City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA. Staff also recommends that Liebert Cassidy Whitmore Partner Peter Brown serve as legal counsel during the negotiations process.

Furthermore, Section 2 Economic Analysis of the policy requires that the Finance Director prepare an economic analysis that must be verified by an independent auditor. Staff recommends that the City Council authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA MOUs completed per the requirements of the policy.

ALTERNATIVES:

An alternative is to propose other designated representative(s).

FISCAL REVIEW:

The funding for this council action is budgeted in the Fiscal Year 2024-25 Operating Budget in the General Fund (Fund 101) for outside legal counsel for negotiations.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Recruit and Retain High Quality Staff
- Strengthen the Public's Safety and Improve the Quality of Life.
- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

Staff recommends the City Council:

1. Designate City Manager Lori Ann Farrell Harrison as the City's Principal Negotiator, Assistant City Manager Cecilia Gallardo Daly, Deputy City Manager Alma Reyes, Human Resources Manager Kasama Lee and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA, CMCEA MOUs completed per the requirements of the Transparency in Labor Negotiations Council Policy.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-210

Meeting Date: 4/1/2025

TITLE:

APPROVE INCREASE IN PURCHASING AUTHORITY WITH PIVOT SOLUTIONS

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES

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 and authorize the City Manager to execute change orders with Pivot Solutions LLC, dba: Maaco Store that would authorize an increase in purchase authority to \$200,000 for vehicle paint and body repair services for the remainder of the current fiscal year and annually thereafter.
2. Approve an appropriation of \$100,000 in the Equipment Replacement Fund (Fund 601) fund balance for additional paint and body repair services.

BACKGROUND:

In order to maintain and repair over 300 items consisting of equipment, vehicles, and emergency response apparatus, the Equipment Maintenance section of the Public Works Department has secured a purchase order for services with Pivot Solutions LLC. The agreement, with an authorization limit of \$100,000, was executed through a formal bidding process that met all requirements set forth in the City of Costa Mesa Municipal Code, Section 2-164(c) and all requirements set forth by the State of California.

ANALYSIS:

The Equipment Maintenance section has seen a significant increase in the number of vehicles requiring paint and body services as well as an increase in the types of services for each vehicle. As of today, the City has nearly expended its current contract and has vehicles in the queue for upcoming repair and services. Additionally, the repair costs for new police interceptors are significantly higher than the older vehicles that were previously projected. The current \$100,000 limit does not provide sufficient funding for all needed repairs for the current fiscal year.

Increasing the purchasing authority in the contract will allow the City to continue to provide services through the agreement with Pivot Solutions for the repair and paint of vehicles for the remaining fiscal year. Staff requests an increase to the purchase order to \$200,000 that is based on current costs and

staff projects this increase will provide sufficient funding to address current and future needs.

ALTERNATIVES:

The City Council could choose to not approve the increase in contract authority to the above referenced purchase orders. However, this alternative is not recommended as it would severely impact public safety and daily City operations.

FISCAL REVIEW:

The increase in the purchasing authority with Pivot Solutions for paint and body repair services will be funded by the Equipment Replacement Fund (601) undesignated fund balance. This appropriation will provide sufficient funding for the City to address current and future needs for requested services for this fiscal year. For future fiscal years, proposed budgets will take into account the increased need and costs for these services.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize the City Manager to execute change orders with Pivot Solutions LLC, dba: Maaco Store that would authorize an increase in purchase authority to \$200,000 for vehicle paint and body repair services for the remainder of the current fiscal year and annually thereafter.
2. Approve an appropriation of \$100,000 from the Equipment Replacement Fund (Fund 601) fund balance for additional paint and body repair services.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-226

Meeting Date: 4/1/2025

TITLE:

ACCEPTANCE OF THE POLICE DEPARTMENT RANGE REMODEL AND UPGRADES PROJECT, CITY PROJECT NO. 22-03

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. Accept the work performed by Kazoni Construction, Inc., 20371 Irvine Ave. Ste. 120, Newport Beach, CA 92660, for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03, and authorize the City Clerk to file the Notice of Completion.
2. Authorize 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 at the conclusion of the one (1) year warranty period.

BACKGROUND:

On July 19, 2022, a construction contract in the amount of \$1,931,077 was awarded to Kazoni Construction, Inc. for the construction of the Costa Mesa Police Department (CMPD) Range Remodel and Upgrades Project.

Located in the basement of the CMPD, the original indoor firearms range was in poor condition with obsolete and inoperable equipment. A CMPD Range Remodel and Upgrades project was approved for design during Fiscal Year 2020-21 and approved for construction during Fiscal Year 2021-22. The project began construction in November 2022.

Project improvements included upgrading the existing indoor police range, improving police range targeting systems, and replacing police range exhaust & supply air systems. As part of the range upgrades, additional improvements in the basement associated with the range included the Range Master's office, cleaning room, and range storage area. Accessibility enhancements included upgrades to the men's and women's restrooms and locker rooms, paving and striping improvements in the front parking lot of the Police Department, as well as a newly installed and fully functional elevator for the Police Department building.

The construction is now complete and is ready to be accepted by the City Council.

ANALYSIS:

The work required by the contract documents was completed on December 4, 2024, to the satisfaction of the Deputy Director of Public Works and the City Engineer. The final contract cost amounted to \$1,975,627.66. A report of the final costs is included as Attachment 1.

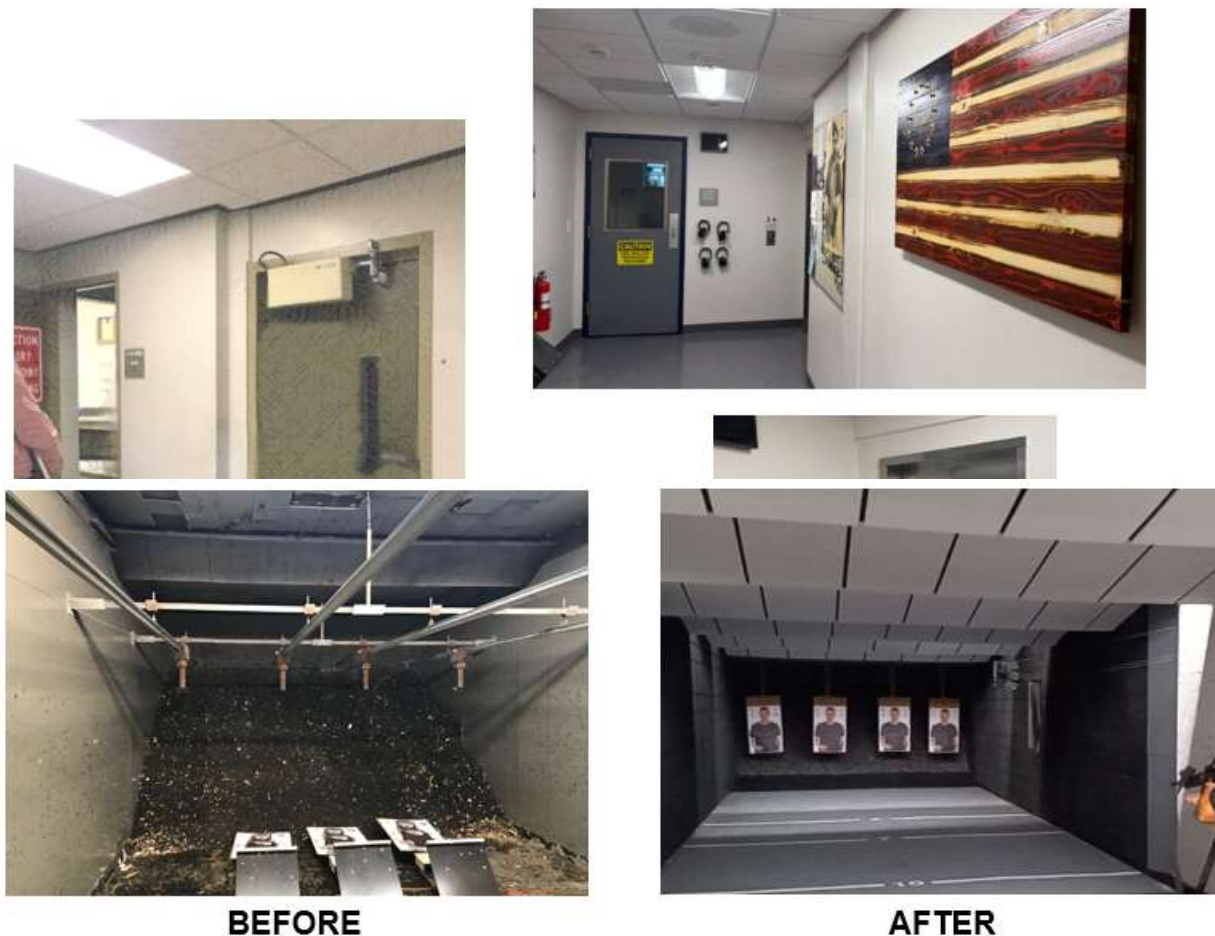
A summary of the costs are as follows:

Initial Contract Cost:	\$ 1,931,077.00
Final Quantity Adjustments:	\$ <u>44,550.66</u>
Final Contract Cost:	\$ 1,975,627.66

The final contract cost reflects a 2.3% increase to the original contract as a result of final quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to Kazoni Construction, Inc.

Therefore, staff recommends that the City Council accept this project as complete and authorize the City Clerk to file the Notice of Completion.

**ALTERNATIVES:**

This item is administrative in nature and there are no alternatives to be considered.

FISCAL REVIEW:

The project was part of the Capital Improvement Program over the course of three fiscal years (FY 22-23, FY 23-24, FY 24-25) and funded by the Capital Improvement Fund (Fund 401). The total contract amount for this project was estimated at \$1,931,077 and actual costs came in at \$1,975,627.66, a 2.3% increase due to final adjustments.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project worked towards achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by Kazoni Construction, Inc., 20371 Irvine Ave. Ste. 120, Newport Beach, CA 92660, for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03, and authorize the City Clerk to file the Notice of Completion.
2. Authorize 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 at the conclusion of the one (1) year warranty period.

ATTACHMENT 1
CITY OF COSTA MESA
PROJECT COST SUMMARY

Contractor: KAZONI CONSTRUCTION
20371 Irvine Ave Ste 120, Newport Beach, CA 92660
Project: COSTA MESA PD INDOOR RANGE UPGRADES
CITY PROJECT 22-03

ITEM NO	DESCRIPTION				COST
ORIGINAL CONTRACT VALUE					
	PD INDOOR RANGE UPGRADES ORIGINAL CONTRACT VALUE: \$ 1,931,077.00				
PROJECT COSTS					
1	MOBILIZATION, OVERHEAD, BONDING, AND STATED PROFIT				\$ 228,470.07
2	HAZMAT				\$ 24,959.83
3	CLEAN-UP				\$ 11,600.00
4	CONCRETE				\$ 16,600.00
5	STEEL				\$ 94,251.89
6	ELECTRICAL				\$ 123,251.17
7	PLUMBING				\$ 57,933.40
8	FIRE LIFE SAFTEY				\$ 76,860.29
9	ADA SITE WORK				\$ 10,100.00
10	LULA ELEVATOR				\$ 246,026.19
11	ADA RESTROOM UPGRADES				\$ 8,024.37
12	RANGE UPGRADES				\$ 464,666.95
13	OFFICES/CLEANING ROOM				\$ 5,811.47
14	FRAMING/DRYWALL/INSULATION				\$ 107,822.00
15	FLOORING				\$ 43,350.00
16	DOOR/FRAMES/HARDWARE				\$ 34,400.00
17	ACCUSTICAL CEILING				\$ 64,249.50
18	MILLWORK				\$ 30,984.00
19	RESTROOM ADA				\$ 23,242.00
20	HVAC				\$ 218,129.02
21	ROOFING				\$ 24,090.00
22	PAINTING				\$ 18,400.00
23	SIGNAGE				\$ 7,875.00
24	CCTV				\$ 34,530.51
TOTAL PROJECT COST:					\$ 1,975,627.66



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-231

Meeting Date: 4/1/2025

TITLE:

SECOND AMENDMENT TO THE CITYWIDE TRAFFIC SIGNAL MAINTENANCE CONTRACT

DEPARTMENT: PUBLIC WORKS DEPARTMENT / TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAMIN NIKOUI, SENIOR ENGINEER (714) 754-5184

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Second Amendment to the Maintenance Services Agreement (MSA) with Yunex, LLC to provide maintenance of the City's traffic signals, increasing the annual compensation limit by \$200,000, for an annual not to exceed amount of \$700,000.
2. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

BACKGROUND:

On May 3, 2022, the City Council awarded an MSA with Yunex, LLC to perform routine and extraordinary traffic signal maintenance services for the City's traffic operations equipment. The contract term is for three (3) years with two (2) one-year renewal options for a total of five years with an annual not to exceed amount of \$400,000.

On April 2, 2024, the City Council amended the MSA with Yunex, LLC (Attachment 2) to increase the annual not to exceed amount by \$100,000. The increased budget was to offset the increase in maintenance cost and the installation of additional traffic safety improvements. Currently, the City is in the third year of the initial term of the signal maintenance contract with an annual amount not to exceed \$500,000 and a 10% contingency. The City would like to further increase the annual compensation limit on the contract going forward to have the ability to do all the necessary repairs and maintenance work on the City's traffic signal infrastructure.

ANALYSIS:

Yunex, LLC has successfully provided reliable and continuous traffic signal maintenance services to the City for the past ten years. The necessary services include the performance of "routine" as well as "extraordinary" maintenance of the City's 131 traffic signals, four (4) pedestrian hybrid beacons/fire station signals (HAWK), ten (10) rectangular rapid flashing beacons (RRFB), 52 radar speed

feedback signs, four (4) flashing crosswalks, 49 Closed Circuit Television cameras, seventeen (17) battery backup systems, ten (10) school warning flashers, and approximately 36 miles of underground communications cable and associated hardware. The City recently added rectangular rapid flashing beacons at three (3) pedestrian crossings, two (2) new radar speed feedback signs, twelve (12) new street name signs, and one (1) new traffic signal cabinet.

The City's Transportation Services Division has seen a significant increase in the cost of traffic signal equipment over the past year. This increase is due to several factors, including the rising costs of raw materials, supply chain disruptions, freight costs and economic factors, as well as an increase in the number of repairs resulting from costly traffic collisions with the City's signal infrastructure, including signal poles and signal cabinets. The City's traffic signal infrastructure and equipment are also aging, requiring more frequent repairs. The current compensation limit on the existing contract is not adequate to be able to repair, replace, and maintain the City's signal infrastructure. In addition, the City has added new traffic signals, HAWK signals and RRFB locations throughout the City, requiring additional ongoing maintenance costs.

During the second half of the 2024 calendar year, the City experienced above average expenses for signal Call Outs, which are defined as immediate repairs required at signalized intersections. These repairs include replacing signal lights, addressing detector issues, servicing cameras, and performing other necessary traffic signal maintenance to ensure public safety. The average cost of Call Outs during this period was 43% higher than in the first half of 2024.

Expenses for signal knockdowns also increased significantly during the second half of the 2024 calendar year. These expenses are incurred when traffic signal infrastructure, such as poles, cabinets, and signal heads, are damaged due to vehicle collisions. The total expenses for this period more than doubled compared to the first half of 2024. Due to the high cost of repairs for certain collisions, an increase in the spending limit will be necessary to offset these expenses.

With the continued increase in maintenance costs, staff requests City Council approval of the Second Amendment to the MSA to increase the annual compensation limit by \$200,000 to ensure continued maintenance of the City's traffic signal infrastructure and operations.

ALTERNATIVES:

An alternative to awarding this agreement would be to reject the proposed amendment and redirect staff to proceed with the contract as is. This would require staff to reduce the maintenance of traffic signal equipment to preserve funding for urgent special requests and emergency responses. This alternative is not recommended as it would severely impact public safety and daily operations.

FISCAL REVIEW:

Funding for the amendment to the Maintenance Service Agreement with Yunex, LLC for traffic signal maintenance is available in the Public Works Department Fiscal Year 2024-25 Operating Budget in the General Fund (Fund 101) and Capital Improvement Program Fund (Fund 401).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment and technology.

CONCLUSION:

Staff recommends the City Council:

1. Approve the Second Amendment (Attachment 1) to the Maintenance Services Agreement (MSA) with Yunex, LLC to provide maintenance of the City's traffic signals, increasing the annual compensation limit by \$200,000, for an annual not to exceed amount of \$700,000.
2. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

**AMENDMENT NUMBER TWO TO
MAINTENANCE SERVICES AGREEMENT
WITH
YUNEX, LLC**

This Amendment Number Two ("Amendment") is dated April 1, 2025, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and Yunex, LLC a Delaware limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on May 3, 2022 for Consultant to provide traffic signal maintenance services (the "Agreement"); and

WHEREAS, City and Consultant originally established an annual not-to-exceed amount of \$400,000; and

WHEREAS, City and Consultant modified the annual not-to-exceed amount to \$500,000 with Amendment Number One; and

WHEREAS, City and Consultant desire to increase the annual not-to-exceed amount to \$700,000.

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

1. The second sentence in section 2.1 of the Agreement is revised to state, "Contractor's annual compensation shall not exceed \$700,000.00 annually."
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

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 CONTENT:

Shawn Mousavi
Associate Engineer

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

PURCHASING APPROVAL:

Carol Molina
Finance Director

Date: _____

**AMENDMENT NUMBER ONE TO
MAINTENANCE SERVICES AGREEMENT
WITH
YUNEX, LLC**

This Amendment Number One ("Amendment") is dated April 2, 2024, ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and Yunex, LLC a Delaware limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on May 3, 2022 for Consultant to provide traffic signal maintenance services (the "Agreement"); and

WHEREAS, City and Consultant originally established an annual not-to-exceed amount of \$400,000; and

WHEREAS, City and Consultant desire to increase the annual not-to-exceed amount to \$500,000.

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

1. The second sentence in section 2.1 of the Agreement is revised to state, "Contractor's annual compensation shall not exceed \$500,000.00 annually."
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

CONSULTANT


Signature

Date: 04/04/2024

Joshua Ferras, Regional Manager
Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 4/30/2024

ATTEST:

For *Stacy Leon*
Brenda Green
City Clerk



Date: 5/1/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 4/23/24

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 4/17/24

APPROVED AS TO CONTENT:

Jennifer Rosales
Jennifer Rosales
Project Manager

Date: 4/19/24

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Works Director

Date: 4-22-24

PURCHASING APPROVAL:

Carol Molina
Carol Molina
Finance Director

Date: 4/18/2024



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-229

Meeting Date: 4/1/2025

TITLE:

AUTHORIZE PURCHASE ORDER WITH LN CURTIS AND SONS FOR SMALL DOLLAR COMMODITY PURCHASES THAT CUMULATIVELY EXCEED \$100,000 FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT AND FIREFIGHTER EQUIPMENT

DEPARTMENT: FIRE & RESCUE

PRESENTED BY: JASON PYLE, ASSISTANT FIRE CHIEF AND CATHLEEN SERRANO, PURCHASING MANAGER

CONTACT INFORMATION: (714) 754-5155

RECOMMENDATION:

Staff recommends the City Council:

Authorize the City Manager to execute a purchase order with LN Curtis and Sons within the department's FY 2024-25 approved operating budget for various small dollar commodity purchases not to exceed \$125,000.

BACKGROUND:

The Fire and Rescue Department (CMFR) purchases Personal Protective Equipment (PPE) and Fire Fighting Equipment (FFE) supplies and equipment from a variety of vendors throughout the region who serve as the main suppliers of the tools and equipment specific to the fire service. The Department has utilized LN Curtis and Sons as one of the City's consistent vendors for the acquisition of PPE and FFE for numerous years. The PPE and FFE are specific to services the Fire & Rescue Department provides.

The Department purchases a portion of its PPE and FFE with LN Curtis utilizing the League of Oregon Cities Contract number PS20060 (Attachment 1). The Department's uniforms, turnouts and personal protective equipment are essential to the level of services the Department provides. In addition, these items ensure that firefighter personnel have the proper gear and equipment necessary to execute their duties.

ANALYSIS:

Through Section 2-165 of the Costa Mesa Municipal Code, the City retains the option to purchase goods, supplies and services through cooperative agreements to receive competitive pricing. Utilizing cooperative agreements meets the requirements set forth in the City's Purchasing Policy and the requirements set by the State of California and in regard to state, regional, and national cooperative procurement agreements.

While the individual purchases fall below \$100,000 and are purchased from a cooperative agreement (Attachment 1), they can sometimes cumulatively exceed \$100,000 over the span of one year. Individually, these purchases are in compliance with City purchasing policies; however, the cumulative amount for items purchased through the vendor annually requires City Council approval.

This fiscal year, the City opened a new recruitment which led to the hiring of eight new firefighter recruits. With the hiring of each recruit, there is a need for the outfitting and purchase of new turnouts and respective PPE for each probationary firefighter. Consequently, additional purchasing authority is necessary.

LN Curtis and Sons is one of a few vendors in the area that offer the specific items needed to fully outfit the eight firefighter recruits. The decision to select the preferred vendor is based on the simple criteria of the items needed, time frame to receive items, supply and demand, compliance with NFPA safety standards, warranty, and support, to name a few. Given the criteria listed and LN Curtis and Sons' offering all items needed within the desired time, compliance with NFPA safety standards, warranty and support, coupled with the ability to purchase from the cooperative agreement, makes LN Curtis the preferred vendor choice. The increase in the purchase order will allow the Department to meet its needs in providing the essential equipment for the eight new firefighter recruits.

CMFR purchases a significant amount of PPE and FFE utilizing the League of Oregon Cities Cooperative Agreement, Contract number PS20060 (attachment 1) awarded to LN Curtis and Sons.

ALTERNATIVES:

The City Council could choose to reject the proposed request for a PO with LN Curtis and Sons exceeding \$100,000 to purchase fire turnouts, boots, PPE, and equipment. Consequently, this action would negatively impact the quick turnaround needs for fire uniforms and equipment and disrupt daily operations and services provided by the department.

FISCAL REVIEW:

Funding is available in the Fire and Rescue Department's Fiscal Year 2024-25 Operating Budget in the General Fund (Fund 101).

LEGAL REVIEW:

This item is administrative in nature.

CITY COUNCIL GOALS AND PRIORITIES:

Strengthen the public's safety and improve the quality of life and Recruit and retain high-quality staff.

CONCLUSION:

Staff recommends the City Council:

Authorize the City Manager to execute a purchase order with LN Curtis and Sons within the department's FY 2024-25 approved operating budget for various small dollar commodity purchases not to exceed \$125,000.

Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20060

for

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective March 26, 2020

Tenth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 16th day of September 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about December 4, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add approximately 14 products to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 10, 2024, to add the new products to the price list on Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following products:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SUPPLIER	PRODUCT	DISCOUNT OFF LIST	CONTRACT CATEGORY
Amer Sports (Salomon brand only)	Uniforms	14%	PPE Category 03. EMS and General Fire Garments
Blauer	Uniforms	10%	PPE Category 03. EMS and General Fire Garments
Edward Garments	Uniforms	5%	PPE Category 03. EMS and General Fire Garments
Elbeco	Uniforms	20%	PPE Category 03. EMS and General Fire Garments
Fechheimer (Flying Cross brand only)	Uniforms	30%	PPE Category 03. EMS and General Fire Garments
Fechheimer (Vertx brand only)	Uniforms	20%	PPE Category 03. EMS and General Fire Garments
First Tactical	Uniforms	20%	PPE Category 03. EMS and General Fire Garments
Hero's Pride	Badges and ID Cards	10%	PPE Category 03. EMS and General Fire Garments
Midway Caps	Uniforms, Caps	5%	PPE Category 03. EMS and General Fire Garments
Propper	Uniforms	30%	PPE Category 03. EMS and General Fire Garments
Samuel Broome	Duty Gear	5%	PPE Category 03. EMS and General Fire Garments
SanMar (CornerStone brand only)	Uniforms	10%	PPE Category 03. EMS and General Fire Garments
Spiewak	Uniforms	30%	PPE Category 03. EMS and General Fire Garments
Wolverine Worldwide (Bates brand only)	Uniforms	10%	PPE Category 03. EMS and General Fire Garments

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by: Patricia M. Mulvihill Date September 19, 2024 | 8:31 AM PDT
0BD4F25C35F54D0...
BY: Patricia M. Mulvihill
ITS: Executive Director

L.N. CURTIS & SON

Signed by: Angela Mackey Date September 18, 2024 | 10:42 AM PDT
9E1EB2421602451...
BY: Angela Mackey
ITS: Director of Customer Service

Ninth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 4th day of December 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 28, 2023 to add the Kenetrek Boots product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

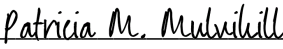
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Kenetrek Boots	Boots, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 0BD4F25C35F54D0...
 BY: Patricia M. Mulvihill
 ITS: Executive Director
 Date December 4, 2023 | 6:05 PM PST

L.N. CURTIS & SON

DocuSigned by:

 9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service
 Date December 4, 2023 | 5:13 PM PST

Eighth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 17th day of October 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 11, 2023 to add the Ram Air Gear Dryers product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

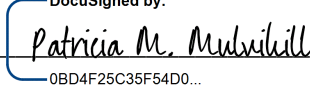
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Ram Air Gear Dryers	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

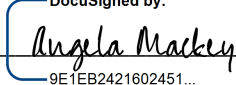
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 0BD4F25C35F54D0... Date October 26, 2023 | 10:54 AM PDT
 BY: Patricia M. Mulvihill
 ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

 9E1EB2421602451... Date October 20, 2023 | 2:09 PM PDT
 BY: Angela Mackey
 ITS: Director of Customer Service

Seventh Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Additions and Brand Name Change

This Amendment to the Master Price Agreement is entered into this 24th day of August 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three product lines to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to update the brand name of one product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 11, 2023 to add the Globe accessories product line and the Avon/Team Wendy product line to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 17, 2023 to change the ECMS Inc. brand name to CurtisCare to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 29, 2023 to add the INNOTEX product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the two product additions and the brand name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product lines:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Avon/Team Wendy	Body Armor (Ballistic Helmets)	5%	LE Category 1A. Equipment
Globe	Accessories	10%	
INNOTEX	Hoods	10%	

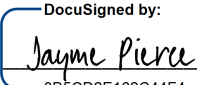
2. **Product Line Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the product line name change from ECMS Inc. to CurtisCare:

Brand	Product Description	Discount Off List	Contract Category
ECMS Inc CurtisCare	Care & Maintenance, PPE	Net	PPE Category 08 Maintenance and Cleaning Services


3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 0B5CD2E162C44F4...
 BY: Jayme Pierce
 ITS: General Counsel
 Date August 30, 2023 | 10:21 AM PDT

L.N. CURTIS & SON

DocuSigned by:

 9E1EB2421602451...
 BY: Angela Mackey
 ITS: Director of Customer Service
 Date August 30, 2023 | 10:16 AM PDT

Sixth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Addition

This Amendment to the Master Price Agreement is entered into this 28th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 27, 2022, to add product Circul-Air to PPE Category 09: Protective Garment and Equipment Laundry Machines found in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

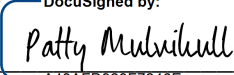
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Circul-Air	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

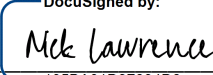
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

A49AF0829F7246E
BY: Patty Mulvihill Date September 29, 2022 | 1:23 PM PDT
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:

105BA041032894D8
BY: Nick Lawrence Date September 28, 2022 | 1:42 PM PDT
ITS: Director, Special Programs

Fifth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Contract Category Update

This Amendment to the Master Price Agreement is entered into this 13th day of July, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product Contract Category for Rescue Intellitech from PPE Category 09. Protective Garment and Equipment Laundry Machines to PPE Category 08. Maintenance and Cleaning Services as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to update the product Contract Category for the Rescue Intellitech decontamination cleaning system in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated Contract Category.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Contract Category Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following the new Contract Category for the Rescue Intellitech product:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.


PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 08. Maintenance and Cleaning Services


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

A49AFD929F7246E...
Date July 15, 2022 | 6:19 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:

105BA01D37894D8...
Date July 13, 2022 | 2:27 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Fourth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 21st day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of Fire Fighter Personal Protective Equipment (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 16, 2022, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

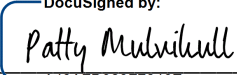
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
PGI	Clothing, Wildland	45% 20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	5% 10%	PPE Category 02. Wildland Firefighting Protective Gear

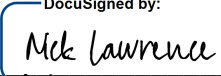
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date June 24, 2022 | 7:44 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date June 21, 2022 | 11:02 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Third Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 14th day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to add Rescue Intellitech to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.


PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 09. Protective Garment and Equipment Laundry Machines

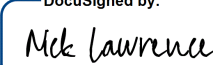
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date December 14, 2021 | 1:45 PM PST
BY: Mike Cutty
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date December 15, 2021 | 1:40 PM PST
BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Line Discount Update

This Amendment to the Master Price Agreement is entered into this 22nd day of October 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 19, 2021, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
PGI	Clothing, Wildland	20% 15%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	40% 5%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

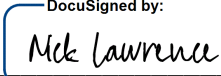
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date October 26, 2021 | 4:22 PM PDT
BY: Mike Cully
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date October 26, 2021 | 3:19 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

First Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Product Discount Change

This Amendment to the Master Price Agreement is entered into this 15th day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor request to decreases the discount off list percentage from 5% to 2% for three Tech Trade products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, to update the discount off list percentage for three Tech Trade products in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new discount off list percentage.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

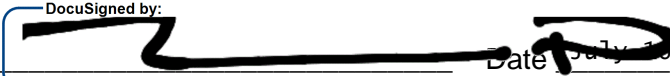
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Tech Trade (Pro-tech)	Gloves, Extrication	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Wildland	5%	2%	PPE Category 02. Wildland Firefighting Protective Gear

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date July 15, 2021 | 8:36 AM PDT
BY: Mike Curry
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:

Date July 15, 2021 | 8:37 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and L.N. CURTIS & SON (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1915 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

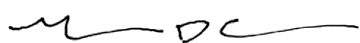
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:


DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: 
105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. CURTIS & SON

Dated: 3/25/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES****CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog
FOB: Origin (add shipping)**

Brand		Product Description	Discount Off List	Contract Category
Globe		Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles REACTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System		40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System		40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard		Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss		Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse		Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft		Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield		Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI		Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI		Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby		Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)		Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots		Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical		Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss		Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss		Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND		Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont		Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations		Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor		Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler		Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland		Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI		Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor		Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms		Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA		Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway		Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog
FOB: Origin (add shipping)

Brand	Product Description	Discount Off List	Contract Category
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-221

Meeting Date: 4/1/2025

TITLE:

CONTRACT AMENDMENT TO INCREASE FUNDING FOR THE FAMILIES FORWARD TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM BY \$50,000 FOR THE CURRENT FISCAL YEAR (FY) 2024-2025 AND INCLUDE UP TO 3 ADDITIONAL YEARLY RENEWALS FOR UP TO \$200,000 EACH YEAR, IF FUNDING IS AVAILABLE.

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT DIVISION

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager (or designee) and the City Clerk to execute an amendment to award additional HOME funding in the amount of \$50,000 to Families Forward for the City's Tenant Based Rental Assistance Program (TBRA) for FY 2024-2025 and include up to 3 additional yearly renewals for up to \$200,000 each year, if funding is available.
2. Approve an appropriation of \$175,000 to recognize the unspent allocation from prior years within the HOME Fund (Fund 205) that has been added to the FY 2024-2025 Annual Action Plan as a minor amendment to increase funding to the HOME TBRA program and Single-Family Housing Rehabilitation program.



Agenda Report

Item #: 25-221

Meeting Date: 4/01/2025

TITLE: CONTRACT AMENDMENT TO INCREASE FUNDING FOR THE FAMILIES FORWARD TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM BY \$50,000 FOR THE CURRENT FISCAL YEAR (FY 2024-2025) AND INCLUDE UP TO 3 ADDITIONAL YEARLY RENEWALS FOR UP TO \$200,000 EACH YEAR, IF FUNDING IS AVAILABLE.

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT DIVISION

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager (or designee) and the City Clerk to execute an amendment to award additional HOME funding in the amount of \$50,000 to Families Forward for the City's Tenant Based Rental Assistance Program (TBRA) for FY 2024-2025 and include up to 3 additional yearly renewals for up to \$200,000 each year, if funding is available.
2. Approve an appropriation of \$175,000 to recognize the unspent allocation from prior years within the HOME Fund (Fund 205) that has been added to the FY 2024-2025 Annual Action Plan as a minor amendment to increase funding to the HOME TBRA program and Single-Family Rehabilitation program.

BACKGROUND:

The City of Costa Mesa is a Participating Jurisdiction ("PJ") in the Home Investment Partnerships ("HOME") Grant program. HOME funds are allocated to the City each year on a formula basis by the U.S. Department of Housing and Urban Development ("HUD"). HOME funds must be used to preserve or expand the City's housing stock that is affordable to lower-income households. Tenant Based Rental Assistance ("TBRA") is an eligible program under the HOME program regulations. The TBRA program objective is to prevent homelessness or shelter insecurity by providing rental assistance and supportive services to qualified lower-income households so they can attain and maintain safe, stable, and sanitary housing.

The Housing and Community Development Division (HCD) of the Economic and Development Services Department is responsible for administering the City's CDBG and HOME grants. CDBG and HOME-funded activities must address the needs outlined in the City's Consolidated Plan.

Five-year Consolidated Plan

The Consolidated Plan is a five-year planning document required by HUD for all communities receiving federal community development grant funds. The current Consolidated Plan was approved by the City Council on May 19, 2020, and covers FY 2020-21 through FY 2024-25.

The Consolidated Plan also includes a five-year strategic plan that identifies community needs, and strategies, programs and resources to address those needs. Its five-year cycle will end on June 30, 2025. The Consolidated Plan can be found on the City's website at: [Consolidated Plan](#)

The City of Costa Mesa identified in its 2020-2024 Consolidated Plan the use of HOME funds to operate a pilot TBRA program to assist eligible very low and extremely low- income families with rent/ eligible housing costs as a response to the COVID-19 Pandemic. The City subsequently conducted a Request for Proposals (RFP) process to select a contractor capable of administering the pilot program on behalf of the City. The Costa Mesa City Council authorized the award of HOME funds to the newly selected TBRA Administrator, Families Forward, and the City entered into a one-year agreement with a one-year renewal in November 2021. In February 2023, the City conducted a second RFP process to select an administrator for the program with updated policies and procedures that no longer classified the program as a "pilot". Again, Families Forward was selected as the TBRA Administrator and the City entered into a one-year agreement with a one-year renewal in July 2023 that expires in June 2025.

Annual Action Plan

The Annual Action Plan is the Consolidated Plan implementation tool and is revised annually. It links the goals identified in the City's 2020-2024 Consolidated Plan to the planned annual expenditure of CDBG and HOME funds. The City must submit the Annual Action Plan to HUD in May of each year to comply with HUD requirements and continue to receive these federal funds. The City of Costa Mesa's FY 2024-2025 Draft Annual Action Plan was approved by City Council on May 21, 2024, and was submitted to HUD as required. The final FY 2024-2025 Annual Action Plan can be found on the City's website at: [Annual Action Plan](#).

The City receives an annual HOME grant allocation (entitlement funds) each year based on a HUD formula that takes into consideration certain housing factors such as housing cost burden, population growth trends, and local condition of housing. Once awarded by HUD, HOME funds are available for use over an eight (8) year period. Additionally, the City receives revenue from HOME-funded activities such as loan repayments, which is referred to as program income (PI). HUD requires that the City spend all available PI prior to spending entitlement funds to ensure that all generated revenue is reinvested into eligible housing projects. As a result of previous PI, the City's HOME program currently has approximately \$2.3 million dollars in entitlement funds available to provide for HOME assistance programs that can be used for the current fiscal year and future affordable housing efforts. The City administers the two HOME programs in FY 2024-2025 that provide funding assistance to residents: 1) a Housing Rehabilitation Grant and Loan Program; and 2) TBRA.

The City's Housing Rehabilitation Grant and Loan Program provides funds to remedy code violations and repair and improve deteriorating single-family properties, with the goal of providing decent and safe housing conditions. The program offers grants up to \$15,000 for mobile homes and \$20,000 for single-family homes. Deferred zero interest loans of up to \$50,000 are also available as part of the

program. To be eligible for a grant or loan, the property must be owner-occupied by a low- to very-low income household and serve as the principal residence of the applicant. In addition, a total of \$310,051 in HOME funds were allocated for the City's FY 2024-2025 Housing Rehabilitation Grant and Loan Program to provide ten (10) grants and one (1) loan. As of the date this report was drafted, 16 mobile home grants have been awarded and six (6) grant applications are pending. One (1) loan application is also pending.

The TBRA program objective is to assist qualified, very low-income households who are current residents of Costa Mesa (or households with strong community ties to Costa Mesa) to attain and maintain safe, stable, and sanitary housing. The goal of the program is to prevent homelessness or housing insecurity. All persons assisted through the HOME program must meet income requirements established by HUD. For the TBRA program, assisted household income is limited to 60 percent of the County Median Income, adjusted for family size. HUD sets income limits each year. Table 1 lists 2024 income limits:

Table 1 - 2024 TBRA Household Income Limits

(0% to 60% OC Median Income)	Persons in Household							
	1	2	3	4	5	6	7	8
	66,300	75,720	85,260	94,680	102,300	109,860	117,420	124,980

Under the HOME program regulations, TBRA program resources may be used to pay a portion of the monthly rent and tenant-paid utility costs. Funds may also be used to pay security deposit assistance on behalf of a tenant.¹ Rent for assisted units must be reasonable; therefore, the City has established that HUD published [Fair Market Rents](#) is the rent standard for all TBRA assisted units. In general, a participating tenant will pay 30 percent of the rent standard, and the City will pay the balance. Assisted units must also meet HUD Housing Quality Standards ("HQS") and comply with HUD's Lead-based Paint regulations. The City also uses HUD occupancy standards (maximum/minimum unit size depending on household size). Rental assistance to a tenant cannot exceed two years, and tenant household income eligibility must be verified each year. The City is allowed to focus program resources; therefore, HOME TBRA program resources will target current Costa Mesa residents and homeless or housing insecure persons with strong ties to the City.

HOME TBRA funds cannot be used for the following:

- To make commitments to specific owners for specific projects.
- To assist resident owners of cooperative housing that qualifies as homeownership housing.
- To provide TBRA to homeless persons for overnight or temporary shelter. The HOME TBRA subsidy must be sufficient to enable the homeless person to rent a permanent housing unit that meets HUD's HQS.
- To duplicate existing rental assistance that already reduces rent payments to 30 percent of a tenant's income (e.g., Section 8 voucher/certificate or the tenant resides in an affordable rent housing unit subsidized by another federal, state, or local funding source).

¹ Security deposit assistance may be provided regardless of whether rental and utility subsidies are being provided. Utility deposit assistance may be provided only in conjunction with rental assistance subsidy or security deposit assistance and cannot be a stand-alone TBRA activity.

Families Forward has operated the Costa Mesa TBRA program since FY 2020-2021. The program provides rental assistance for households with minor children for a period of up to 24 months. The TBRA rental subsidy covers rental costs, security deposits and utilities, and reduces the housing costs for participating households to 30% of the household's monthly adjusted income. The FY 2024-2025 Annual Action Plan identified \$150,000 in HOME funds for Families Forward to provide rental assistance to ten (10) Costa Mesa households.

Minor Amendment to Action Plan

To meet the excess demand for the aforementioned programs, a minor amendment reallocated \$175,000 from prior years uncommitted HOME funds into the FY 2024-2025 Annual Action Plan. This minor amendment was processed administratively and does not trigger the requirements for a substantial amendment as detailed in the Citizen Participation Plan. The amendment does not result in a net modification greater than 45 percent of HOME grant allocation for FY 2024 -2025 (44% proposed), it does not change the location of approved plan activities, will not change the plan beneficiaries, and provides more public access to the Plan activities. The minor amendment referenced will allocate \$125,000 to enable the City to grant the six (6) pending loans during this year. The remaining \$50,000 would be allocated to the TBRA Program. The 2024-2025 Annual Action Plan minor amendment is available on the City website: [24-25 Annual Action Plan minor amendment](#).

ANALYSIS:

Families Forward has received requests to provide rental assistance to five (5) additional families this fiscal year, which requires an additional \$50,000. City Council approval is needed to amend the Families Forward contract for the TBRA program, increasing the amount from \$150,000 to \$200,000. The draft contract amendment is included as Attachment 3 and includes the option to extend the term for up to three (3) additional years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the program.

Staff is also requesting that City Council allow the option for the maximum number of annual contract renewals (5) up to \$200,000 in anticipation of HOME funds availability. There are currently sufficient HOME funds in the City's fund balances to allow for this allocation through the final renewal expiration of June 30, 2028, and the TBRA program will be identified in the upcoming 2025-2029 Consolidated Plan. Including this option in the contract would streamline future efforts for contract renewal, enabling faster turnaround for families in need, and gives the City additional time before another RFP process is required.

ALTERNATIVES:

The City Council can choose not to approve the amendment to the Families Forward TBRA. If the amendment is not approved, Families Forward will not be able to assist the five households on the TBRA waitlist until after July 1, 2025, when the new fiscal year begins.

FISCAL REVIEW:

The City receives an annual HOME grant allocation (entitlement funds) each year and has an eight (8) year period to expend the funds. Additional funds from prior year(s) HOME allocations are available in the amount of \$175,000 to provide sufficient funding for the Fiscal Year 2024-25, for the amendment

to the agreement with Families Forward and the City's Single-Family Housing Rehabilitation Grant and Loan Program. Funding for renewal years will be available within the Department's operating budget.

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:

The Annual Action Plan approved on May 21, 2024, for FY 2024-2025 (July 1, 2024 to June 30, 2025) identified HOME expected resources in the amount of \$558,943 to meet the Plan's annual goals and objectives. Additional uncommitted HOME resources in the amount of \$175,000 have been allocated to the Annual Action Plan in the form of a minor amendment to meet the increased need identified for the TBRA program (5 additional households), and Single-Family Housing Rehabilitation Grant and Loan (6 additional households) program. City Council's approval of the amendment, and authorization for the City Manager (or designee) to execute the amendment, to increase the Families Forward TBRA contract by \$50,000 and add three renewals up to \$200,000 is required to assist additional households with rental assistance during the current fiscal year.

**AMENDMENT NUMBER TWO
TO SUBRECIPIENT
AGREEMENT WITH
FAMILIES FORWARD, INC.**

This Amendment Number Two ("Amendment") is dated the 1st day of July, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FAMILIES FORWARD, INC., a California nonprofit corporation ("Subrecipient").

WHEREAS, City and Subrecipient entered into a Subrecipient Agreement dated July 1, 2023 (the "Agreement") for the award of HOME Investment Partnership Program funds for the operation of a Tenant Based Rental Assistance Program (the "Program").

WHEREAS, on October 25, 2023, City and Subrecipient entered into Amendment One to provide Subrecipient up to a maximum of \$100,000.00 annually for project expenses; and

WHEREAS, the City desires to increase the funds granted for the operation of the Program by an additional \$50,000.00; and

WHEREAS, City and Subrecipient agree to extend the term of the Agreement for one year, commencing on July 1, 2024 and ending on June 30, 2025; and

WHEREAS, City and Subrecipient intend and desire that this Amendment be effective to the Effective Date.

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

1. This Amendment shall be retroactive to the Effective Date.
2. Section 2.1 of the Agreement is amended to provide Subrecipient up to a maximum of \$150,000.00 annually for project expenses.
3. Term of Agreement. Section 2.2 "Term" of the Agreement is hereby amended in its entirety to read as follows:
"The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2025. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final request for reimbursement. The recordkeeping and reporting requirements of Section 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those section."
4. All terms not defined herein shall have the same meaning and use as set

forth in the Agreement, as amended.

5. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

FAMILIES FORWARD, INC.

By: Madelynn Hirneise

Date: 08/12/2024

Its: Madelynn Hirneise, CEO

CITY OF COSTA MESA

Lori Anne Farrell Harrison
Lori Anne Farrell Harrison
City Manager

Date: 8/27/24

ATTEST:

Brenda Green
Brenda Green
City Clerk



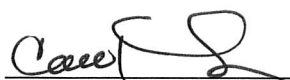
Date: 8/29/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow AA
Kimberly Hall Barlow
City Attorney

Date: 8/26/24

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 8/23/04

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/27/24

Attachment 1 - Scope of Work

CITY OF COSTA MESA

2024-2025 HOME TBRA

Activity:	Primary Objective:	Primary Outcome Measurement:	Population Served:
<input checked="" type="checkbox"/> TBRA	<input checked="" type="checkbox"/> <u>Provide decent affordable housing:</u> Housing activity that meets family or community needs.	<input checked="" type="checkbox"/> <u>Affordability:</u> Activity provides rental affordability	<input checked="" type="checkbox"/> Benefit low/moderate income persons (60% AMI or below)

I. Description of Work

- A. Provide a concise description of the activity to be undertaken with HOME TBRA during the 12-month contract period including the services to be performed, length of services, who will benefit from the services, and how HOME funds will be used. We plan to serve 13 Costa Mesa families (approx. 45 persons) with housing assistance (rental and security deposits). Clients will continue to be identified through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan. Also, Families Forward receives client referrals from the City of Costa Mesa and the Family Solutions Collaborative Coordinated Entry System (Family CES). To qualify for the program, families must be residents of Costa Mesa, have at least one child under the age of 19, and be literally homeless or at-risk of homelessness. Families benefiting from the program will receive medium-term rental assistance for an initial term of approximately 6-12 months.
- B. Describe the general administrative services to be performed in support of activities noted above and list the amount of HOME funds that will be utilized to support these general administrative services (maximum 10%). General administrative services include executive supervision, financial and data reporting

II. Output Measurements

- A. Total number of unduplicated clients anticipated to be served by the HOME TBRA Program during the program 12-month contract period = 45 Persons
- B. Number of unduplicated Costa Mesa households to be served by the HOME TBRA during the 12-month contract period = 13 Households
- E. Estimate the number of unduplicated Costa Mesa residents to be served with HOME funds during the 12-month contract period per quarter:
- | | |
|------------------------------------|------------------|
| Quarter 1: July 1 – September 30 | 12Persons |
| Quarter 2: October 1 – December 31 | 11Persons |
| Quarter 3: January 1 – March 31 | 11Persons |
| Quarter 4: April 1 – June 30 | 11Persons |
| Total | 45Persons |
- F. Summarize the program outcomes and how outcomes will be measured, tracked & reported. The Housing Program Manager (HPM) measures each family's progress through both their participation and outcomes. For example, each family is progressing toward achieving established goals (improving credit, connecting to childcare, following up on resources provided, and other specific goals), following up on housing leads, and working with career coaches to obtain employment and improve income. Lastly, the HPM works closely with the Data & Compliance team to track TBRA grant deliverables

III. 2024-2025 Program Budget

Estimate the amount of grant funds to be requested during the 12-month contract period on a quarterly basis:

Quarter 1: July 1 – September 30	\$37,500
Quarter 2: October 1 – December 31	\$37,500
Quarter 3: January 1 – March 31	\$37,500
Quarter 4: April 1 – June 30	\$37,500
Total	\$150,000

BUDGET CATEGORY	TOTAL COSTS
Rental Assistance	<u>\$82,300</u>
Security Deposits	<u>\$20,000</u>
Housing Quality Standards (HQS) Inspections	<u>\$3,250</u>
Income Eligibility Screenings	<u>\$1,950</u>
Project Soft Costs	<u>\$35,000</u>
Admin Costs	<u>\$7,500</u>
TOTAL	<u>\$150,000</u>

**AMENDMENT NUMBER ONE TO
SUBRECIPIENT AGREEMENT
WITH
FAMILIES FORWARD, INC.**

This Amendment Number One ("Amendment") is dated the 25th day of October, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FAMILIES FORWARD, INC., a California nonprofit corporation ("Subrecipient").

WHEREAS, City and Subrecipient entered into a Subrecipient Agreement dated July 1, 2023 (the "Agreement") for the award of HOME Investment Partnership Program funds for the operation of a Tenant Based Rental Assistance Program (the "Program").

WHEREAS, the City desires to increase the funds granted for the operation of the Program by an additional \$25,000.00.

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

1. Section 2.1 of the Agreement is amended to provide Subrecipient up to a maximum of \$100,000.00 annually for project expenses.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

FAMILIES FORWARD, INC.

By: 

Date: 11/08/2023

Its: Madelynn Hirneise, CEO

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

Date: 12/16/23

ATTEST:

Brenda Green

Brenda Green
City Clerk



Date: 12/12/2023

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 11/29/23

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina
Finance Director

Date: December 17, 2023

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang
Risk Management

Date: 11/17/23

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH FAMILIES FORWARD, INC.
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM
UTILIZING HOME PROGRAM FUNDS**

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is made and entered into as of July 1, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa California 92626 (the "**City**"), and FAMILIES FORWARD, INC., a California nonprofit corporation having its principal office at 8 Thomas, Irvine California 92618 (the "**Subrecipient**").

WHEREAS, the City is a "participating jurisdiction" under the HOME Investment Partnerships Program ("**HOME**" or "**HOME Program**") and receives HOME funds from the U.S. Department of Housing and Urban Development ("**HUD**") under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the "**Act**") and 24 CFR Part 92; and

WHEREAS, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households; and

WHEREAS, among the eligible uses of HOME is the provision of tenant based rental assistance ("**TBRA**"); and

WHEREAS, the City has determined it will use HOME funds to operate a TBRA program to assist eligible very low and extremely low-income families to pay rent and other eligible housing costs (the "**Program**"); and

WHEREAS, the City has identified Families Forward, Inc. as an eligible "subrecipient" (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the City; and

WHEREAS, the Costa Mesa City Council has authorized the award of HOME funds to Subrecipient for the purpose of operating the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns, as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Request for Proposal, No. 23-12, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide rental assistance to eligible very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities.

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the Program.

1.3 Subrecipient Role & Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program, TBRA recipients, and participating property owners. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24 CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92, as modified or

approved by HUD, to establish applicants' eligibility for the Program and notify applicants of their status;

1.3.4 Program Orientation. Provide individual orientations to TBRA recipients and participating property owners explaining the Program requirements;

1.3.5 Inspections. Inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual TBRA awards meet all HOME and Program requirements; and

1.3.7 Management of TBRA Recipient and Property Owner. Address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME Award

As part of this Agreement, the City is providing up to a maximum of \$75,000.00 annually in HOME funding for project expenses (i.e. direct costs of assisting TBRA recipients). Up to a maximum of \$7,500 of the HOME funding may be for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year, ending on June 30, 2024. The term may be extended for up to one (1) additional year upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Production

The City and Subrecipient anticipate at least ten (10) eligible individuals or families will receive assistance under this Agreement. Subrecipient anticipates providing rental assistance to each household for a period of three (3) to six (6) months. Subrecipient may provide assistance to a household beyond such period, provided that all HOME and Program requirements are met.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific TBRA recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of "**Program Income**," as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME funds from the City until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis

The City will provide HOME funds to the Subrecipient for Program costs on a reimbursement basis only.

2.6.2 Project Costs

To request payment of allowable costs (i.e. rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the Subrecipient (e.g. copies of checks).

All requests for project-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.).

2.6.3 Administrative Costs

Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or other similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment

Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs

Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3 Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the City.

3.4 Compliance with Other Federal Requirements

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- (a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- (b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- (c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- (d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135;
- (e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- (f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- (g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries

regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- (a) 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;
- (b) 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The Subrecipient 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 such lower-tier parties shall certify and disclose accordingly; and
- (d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5, attached hereto as Exhibit "C" and incorporated herein;

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a

specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a "Covered Person," that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5 VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States

(aka the U.S. Government Accountability Office or “GAO”), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

- (a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR Part 2424);
- (b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- (c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- (d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 TBRA Recipient Records. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME program, including but not limited to:

- (a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.);
- (b) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs;
- (c) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- (d) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203, as modified by the April 2020 TBRA Memo, to the extent applicable;
- (e) Copies of all agreements between the Subrecipient and TBRA recipients and their property owners.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- (a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- (b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- (c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;
- (d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and
- (e) Records required by the April 2020 TBRA Memo for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. The Subrecipient will provide updates on Program implementation to the City on a monthly basis. Using forms approved by the City, such reports may be submitted either in hard-copy or electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, REMEDIES, AND TERMINATION

4.1 Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2 Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4, the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;
- (d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (e) Take any other action available under 2 CFR 200.338;
- (f) Require the repayment of previously disbursed HOME funds for questioned costs;
- (g) Require Subrecipient to participate in training or technical assistance; and
- (h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with TBRA recipients following receipt of such notice. Subrecipient shall further provide final

reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to TBRA Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2 Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Families Forward, Inc.
8 Thomas
Irvine, CA 92618
Attn: Madelynn Hirneise, CEO

Notices due the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Mikelle Daily, Grant Administrator

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend, and hold free and harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Subrecipient 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 Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Subrecipient's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Subrecipient'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.

5.5.3 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.

5.5.4 Certificates of Insurance. Subrecipient 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.

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

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13 Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 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.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

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

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

Madelyn Hirneise
Signature

Date: 5/23/2023

Madelyn Hirneise, CEO
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 6/7/23

ATTEST:

Brenda Green 6/12/2023
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/7/23

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/7/2023

APPROVED AS TO PURCHASING:

Carol Molina
Carol Molina
Finance Director

Date: June 2, 2023

**AMENDMENT NUMBER THREE TO
SUBRECIPIENT AGREEMENT WITH
FAMILIES FORWARD, INC.**

This Amendment Number Three ("Amendment") is dated the 1st day of July, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FAMILIES FORWARD, INC., a California nonprofit corporation ("Subrecipient").

WHEREAS, City and Subrecipient entered into a Subrecipient Agreement dated July 1, 2023 (the "Agreement") for the award of HOME Investment Partnership Program funds for the operation of a Tenant Based Rental Assistance Program (the "Program").

WHEREAS, on October 25, 2023, City and Subrecipient entered into Amendment One to provide Subrecipient up to a maximum of \$100,000.00 annually for project expenses; and

WHEREAS, on July 1, 2024, City and Subrecipient entered into Amendment Two to provide Subrecipient up to a maximum of \$50,000.00 annually for project expenses; and

WHEREAS, the City desires to increase the funds granted for the operation of the Program by an additional \$50,000.00 to a maximum of \$200,000 annually for project expenses; and

WHEREAS, City and Subrecipient agree to extend the term of the Agreement for up to three (3) additional years, commencing on July 1, 2025 and ending on June 30, 2028; and

WHEREAS, City and Subrecipient intend and desire that this Amendment be effective to the Effective Date.

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

1. This Amendment shall be retroactive to the Effective Date.
2. Section 2.1 of the Agreement is amended to provide Subrecipient up to a maximum of \$200,000.00 annually for project expenses.
3. Term of Agreement. Section 2.2 "Term" of the Agreement is hereby amended in its entirety to read as follows:
4. "The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2025. The term may be extended for up to three (3) additional years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final request for reimbursement. The recordkeeping and reporting requirements of Section 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those section.
5. All terms not defined herein shall have the same meaning and use as set

6. forth in the Agreement, as amended.
7. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

FAMILIES FORWARD, INC.

By: _____

Date: _____

Its: _____

CITY OF COSTA MESA

Lori Anne Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DRAFT

Attachment 1 - Scope of Work
CITY OF COSTA MESA

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-227

Meeting Date: 4/1/2025

TITLE:

ADOPT AN ORDINANCE TO AMEND TITLE 13 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT PCTY-24-0002)

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

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, SENIOR PLANNER, 714-754-4883

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2025-02 approving Code Amendment PCTY-24-0002, amending Title 13 of the Costa Mesa Municipal Code (CMMC) pertaining to Accessory Dwelling Units (ADUs) to conform to recent revisions to State law.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

Item #: 25-227

Meeting Date: 04/01/2025

TITLE: ADOPT AN ORDINANCE TO AMEND TITLE 13 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT PCTY-24-0002)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, SENIOR PLANNER, 714-754-4883

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2025-02 approving Code Amendment PCTY-24-0002, amending Title 13 of the Costa Mesa Municipal Code (CMMC) pertaining to Accessory Dwelling Units (ADUs) to conform to recent revisions to State law.

BACKGROUND:

On February 24, 2025, the Planning Commission reviewed the proposed Code Amendment. The Planning Commission supported the ordinance and voted 5-1 to recommend that the City Council adopt the ordinance. Details of the Planning Commission meeting and associated report and draft ordinance are available at the following link:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7144849&GUID=7A6DF926-D55C-4442-A32B-C52A8F5F07C3>

At its regular meeting of March 18, 2025, the City Council conducted a legally noticed public hearing and introduced for first reading an ordinance amending Costa Mesa Municipal Code Section 13-35 (Accessory Dwelling Units). At the meeting, the City Council discussed the specific draft ADU Ordinance amendments, asked specific questions from staff, and obtained public input. The City Council voted unanimously to introduce for first reading, by title only, Ordinance No. 2025-02. As discussed further below, the City Council requested that staff include minor alterations to the Ordinance to clarify certain ADU provisions and improve readability. See the links below for the March 18, 2025 City Council Agenda Report and video:

March 18, 2025, Agenda Report:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7261892&GUID=F28E9B14-70F8-4B2C-85C3-8F501EFD5159>

March 18, 2025, meeting video:

https://costamesa.granicus.com/player/clip/4226?view_id=14&redirect=true

ANALYSIS:

The proposed Ordinance No. 2025-02 is included as Attachment 1 and the proposed Ordinance, shown with tracked changes, is included as Attachment 2 to this report. Pursuant to City Council direction, the following minor alterations have been included in the proposed Ordinance since the March 18th City Council meeting to provide additional clarifications and to improve readability.

- Clarification has been included in Section 13-35(b)(1) to allow for ADUs in non-residential zones if the ADUs are located on properties with approved master plan permitted for residential use. For example, this would allow for ADUs in the various residential developments with underlying commercial and industrial zones in Westside Costa Mesa;
- In an effort to improve ordinance readability, Sections 13-35(d)(12)(b) through (d)(16) are proposed to be renumbered; and
- ADU provisions and standards pertaining to driveway removal related to garage conversions have also been clarified to indicate that driveway removal is permissive and not mandatory.

The Ordinance is being presented for second reading and final adoption. If approved, the Ordinance would become effective 30 days after the second reading.

ENVIRONMENTAL DETERMINATION:

The project is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.174 and CEQA Guidelines Section 15282(h), "the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" relating to "granny" housing and "second unit ordinances" are exempt from the requirements of CEQA. Similarly, the ministerial approval of an ADU would not be a "project" pursuant to CEQA purposes (See Guidelines Section 15378), and environmental review is not required with the review/approval of individual ADU applications.

ALTERNATIVES:

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

FISCAL REVIEW:

The adoption of the proposed Ordinance increases the number of ADUs allowed on both "Single family" and "Multi-family" dwelling lots which can result in an increase of the overall number of ADUs within the City. Revenue earned from the increase of ADUs will be part of the General fund (Fund 101) and Park Development Fees Fund (Fund 208).

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to Government Code Section 65856(b), a public notice was published once in the Daily Pilot newspaper on March 27, 2025.

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends that the City Council adopt Ordinance No. 2025-02 approving Code Amendment PCTY-24-0002, amending Title 13 of the Costa Mesa Municipal Code pertaining to accessory dwelling units to conform to recent revisions to State Law.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA APPROVING CODE AMENDMENT PCTY-24-0002 AMENDING CHAPTER V, ARTICLE 1, SECTION 13-35 (ACCESSORY DWELLING UNITS) OF TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO CONFORM TO RECENT REVISIONS TO STATE LAW

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

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

WHEREAS, in response to the implementation of State and local law regarding ADUs and JADUs, City staff and the California Department of Housing and Community Development (HCD) found inconsistencies in the City's ADU provisions that require updating; and

WHEREAS, recently adopted State housing laws, including SB 477, SB 1211, AB2533, and AB 1033, require updates to the City's ADU and JADU provisions; and

WHEREAS, the City has acknowledged all HCD comments in the proposed Ordinance with the exception of prohibiting the use of JADUs for short-term rentals. Pursuant to Government Code Section 66310, the legislature has determined the following: (1) ADUs and JADUs are "a valuable form of housing in California"; (2) ADUs and JADUs "provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods"; (3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security"; (4) "Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California"; (5) "California faces a severe housing crisis"; (6) "The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners"; (7) "Accessory dwelling units offer lower cost housing to meet the needs of

existing and future residents within existing neighborhoods, while respecting architectural character”; and (8) Accessory dwelling units are, therefore, an essential component of California’s housing supply. Thus, allowing JADUs to be rented for short-term rentals that are facilitated by online marketplaces would reduce and threaten the availability of housing, including affordable housing, within the City during the State housing crisis, and therefore allowing the prohibition of short-term rentals of the City’s JADUs is consistent with State ADU law, specifically Government Code Section 66310; and

WHEREAS, Government Code section 66316 provides in part, “if a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void;” and

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

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY ORDAINS AS FOLLOWS:

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

Section 2. Repeal. All portions of prior ordinances, including those within Urgency Ordinance 19-19, to the extent that they are inconsistent with the terms of this Ordinance are hereby repealed and replaced by this Ordinance.

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

Section 4. Inconsistencies with State Law. Any provision of this Ordinance which is inconsistent with State law shall be interpreted in a manner which is the most limiting on the ability to create ADUs or Junior ADUs, but which is consistent with State law. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 5. 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 6. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 7. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 8. Transmit Ordinance to HCD. The City Clerk is directed to send a copy of this ordinance to the Department of Housing and Community Development within 60 days of the adoption of this Ordinance.

PASSED AND ADOPTED this ____ day of _____, 2025

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, Brenda Green, City Clerk of the City of Costa Mesa, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-xx ____ introduced at a regular meeting of the City Council of the City of Costa Mesa held on the ____ day of _____, 2025, and was thereafter adopted at a regular meeting held on the ____ day of _____, 2025, by the following vote:

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

Said ordinance has been published or posted pursuant to law.

Witness my hand and the official seal of the City of Costa Mesa this ____ day of _____, 2025.

Brenda Green, City Clerk

§ 13-35 **Accessory dwelling units.**

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

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

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

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

a. The terms "accessory dwelling unit" (ADU), "public transit," "passageway" and "tandem parking" all have the same meaning as that stated in Government Code section ~~65852.266313~~ as that section may be amended from time to time.

b. "Junior ADU" shall have the same meaning as that stated in Government Code section ~~65852.2266313~~(~~dh~~)(~~1~~) as that section may be amended from time to time.

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

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

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

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

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

(b) *Accessory dwelling units.*

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

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

(3) *Ministerial.* Any application for an ADU that meets the requirements of this section shall be approved ministerially by the city by applying the standards herein and without a public hearing or notice of decision or zoning approval in compliance with government code section 66317.

(4) *Maximum number of dwelling units.* The following is the maximum number of ADUs and or Junior ADUs allowed on any lot. ~~Only one category may be used per lot including lots that include a mixture of single-family and multiple family dwellings with the exception as allowed in subsection c below.~~

a. *Single-family.* One detached, new construction ADU, one conversion ADU, and one junior ADU ~~Only one ADU and only one Junior ADU~~ may be permitted on a lot with a proposed or existing single-family dwelling subject to the following:

1. Conversion within a single-family dwelling.

(i) ~~An ADU or and~~ Junior ADU may be within the existing footprint of a lawful single-family dwelling. Alternatively, an ADU may be within a lawfully constructed existing detached accessory structure; in this case up to 150 square feet may be added beyond the physical dimensions of the existing accessory structure solely to accommodate ingress and egress to the ADU; and

(ii) ~~Each such~~ ADUs and Junior ADUs must have independent exterior access from the single-family dwelling, and have side and rear setbacks sufficient for fire safety; ~~or and~~

2. New construction (attached or detached). One new construction ADU may be permitted on a lot with proposed or existing single-family dwelling. One new construction Junior ADU may be allowed on the lot if the Junior ADU is to be in a single-family dwelling that meets all applicable legal standards.

b. Multifamily. ~~Junior ADUs are not allowed on a lot with more than one residence. One~~ ADUs ~~are not is~~ allowed within new construction residences where, after construction, there will be at least two residences on the lot (e.g. detached residential structures, duplexes, apartments); up to two ADUs are allowed with such structures pursuant to subsection 32, below. For lots with an existing legal multifamily dwelling (e.g., a legal non-conforming multifamily dwelling), the applicant may have ADU(s) pursuant to ~~one of~~ the following:

1. Maximum ADUs within existing multifamily dwelling structure. No more than 25%, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one unit, shall be permitted as ADU(s) constructed within the enclosed nonlivable space (e.g., a space in a dwelling not intended for human habitation, including living, sleeping, eating, cooking, or sanitation) ~~storage rooms, boiler rooms, hallways, attics, basements, or garages~~ of the existing multifamily dwelling structures; or

2. Maximum attached ADUs. ~~No more than one attached ADU is permitted. The attached ADU shall be included in the number of detached ADUs. The ADU shall be attached to the multifamily dwelling structure; or~~

~~3.2.~~ *Maximum detached ADUs.* No more than ~~two-eight~~ detached ADUs are permitted, provided that the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot. ~~Both-The~~ units shall be detached from every residence on site (but need not be detached from each other) with the exception of one ADU, which may be attached to the multifamily dwelling structure. This section shall apply to detached structures that are converted and new construction detached ADUs. Conversion detached ADUs are not subject to height, setbacks, and maximum square footage; or

~~4.~~ *Maximum mixed (detached/within) ADUs.* No more than 25%, ~~with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one unit, shall be permitted as ADU(s) constructed within the enclosed nonlivable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structures; and no more than two ADUs that are detached from each multifamily dwelling structure on site.~~

~~c.~~ *Common interest developments.* One conversion ADU may be permitted per unit on lots developed with common interest developments.

(5) *Maximum size.*

a. *Single-family.*

1. *Detached.* For lots with a proposed or existing single-family dwelling, a detached ADU shall not have more than 1,200 square feet.

2. *Attached.* An ADU attached to a single-family dwelling shall be no more than the greater of 50% of the square footage of the existing single-family dwelling or 1,000 square feet.

b. *Multifamily, exterior new construction.*

1. *Detached.* For lots with an existing legal multifamily dwelling structure the maximum square footage for a detached ADU is 850 square feet or 1,000 square feet for an ADU that provides more than one bedroom, except as allowed in Government Code Section 66323.; ~~proposing one new construction detached ADU, the ADU shall not exceed 1,200 square feet. For lots with an existing or~~

~~proposed legal multifamily dwelling structure proposing two detached ADUs, the ADUs shall not exceed 800 square feet; or~~

2. Attached. For lots with an existing legal multifamily dwelling structure, an attached ADU shall not exceed the greater of 1,000 square feet or 50% of the average floor area of the existing multiple family dwelling units.

c. Interior conversions. Notwithstanding subsections a and b immediately above, ADUs which are converted from space entirely within lawful existing structures, and ADUs entirely within proposed lawful single-family dwellings, are not subject to a limit on maximum square footage.

(6) Minimum size.

a. ADUs may be efficiency units. Notwithstanding the general limitation on efficiency units being no smaller than 220 square feet, ADUs may also be less than 220 square feet, provided that they are no smaller than 150 square feet, and comply with all other legal requirements.

(7) Conversions of dwelling units.

a. Total conversion of single-family dwelling. An entire existing single-family dwelling may be converted to an ADU if the ADU complies with all applicable requirements of this section and a new single-family residence with a total gross floor area exceeding that of the ADU is constructed in full compliance with code requirements.

b. Partial conversion/addition. A portion of the existing single-family or multifamily dwelling may be converted to an ADU with new additional square footage, which additional square footage shall comply with all standards applicable to attached ADUs the underlying zone, and all converted square footage shall comply with standards applicable to conversions. The maximum square footage of the attached ADU shall be based upon the size of the existing dwelling before construction of the ADU addition.

(8) Short-term rentals prohibited. An ADU shall not be rented for periods of less than 31 days.

(c) Junior ADUs.

(1) Rule. Junior ADUs shall comply with the requirements of this subsection, in addition to the requirements of subsection (d) of this section **13-35**.

(2) Maximum size. A Junior ADU shall not exceed 500 square feet in gross floor area.

(3) Owner occupancy requirement. The owner of a parcel proposed for a Junior ADU shall occupy as a primary residence either the primary dwelling unit or the Junior ADU. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in **Government Code** section 65589.5(k)(2), as that section may be amended from time to time.

(4) Short-term rentals prohibited. A Junior ADU shall not be rented for periods of less than 31 days unless otherwise authorized by the municipal code.

(5) Location of Junior ADU. A Junior ADU shall be entirely within an existing or proposed single-family dwelling, [including an attached garage](#).

(6) Kitchen requirements. A Junior ADU shall include an efficiency kitchen, including a cooking facility with appliances, outlet for a small refrigerator, food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

(7) Parking. No additional parking is required beyond that already required for the primary dwelling.

(8) Fire protection; utility service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a Junior ADU shall not be considered a separate or new unit, unless the Junior ADU was constructed in conjunction with a new single-family dwelling. No separate connection between the Junior ADU and the utility shall be required for units created within a single-family dwelling, unless the Junior ADU is being constructed in connection with a new single-family dwelling.

(9) Exterior and interior access. The Junior ADU shall include an exterior entrance separate from the main entrance to the single-family dwelling. If the Junior ADU shares bathroom facilities with the main dwelling, the Junior ADU shall also have interior entry to the main dwelling's living area.

(d) Development standards and requirements. The following development standards shall not apply to a unit built subject to Government Code section 66323 (a), which includes: 1.) all converted ~~units~~ADUs (converted accessory structures are eligible for a 150 square foot expansion for purposes of ingress and egress), 2.) all converted JADUs, 3.) maximum 800--square--foot, new-construction, detached ADUs with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of

height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary unit), with single-family primary dwellings, and 4.) detached units with multifamily primary dwelling structures with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary units). Otherwise, Aall ADUs and Junior ADUs must comply with the following requirements unless the below standards and requirements preclude the development of an 800 square foot ADU with four-foot side and rear setbacks:

(1) Ministerial project. Any application for an ADU or Junior ADU that meets the requirements of this section or as permissible in Government Code Section 66332 shall be approved without a public hearing.

(2) Application by owner. An application for a building permit for an ADU or Junior ADU building permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

(3) Separate sale prohibited. Except as otherwise provided by law ~~(e.g., Government Code section 65852.26)~~, ADUs and Junior ADUs may not be sold or otherwise conveyed separate from the primary residence.

(4) Utilities.

a. All ADUs and Junior ADUs must be connected to public utilities (or their equivalent), including water, electric, and sewer services.

b. Except as provided in subsection c immediately below, the city may require the installation of a new or separate utility connection between the ADU and the utility. For Junior ADUs, see subsection (c)(8), above.

c. No separate connection between the ADU and the utility shall be required for units created within a single-family dwelling, unless the ADU is being constructed in connection with a new single-family dwelling.

d. Each ADU and Junior ADU shall have a separate mailing address as assigned by the City.

(5) Recorded covenants. ~~Before obtaining a building permit,~~Prior to final inspection and occupancy of JADUs, the owner shall file with the county recorder, in a form approved by the city attorney, a covenant which does all of the following:

a. Prohibit the sale of ~~the ADU and~~ Junior ADU separate from the single-family residence; and

b. Unless subsequently prohibited by an amendment to state law, ~~for ADUs approved on or after January 1, 2025,~~ the JADU shall be considered legal only as long as either the primary residence or the JADU is occupied by the owner of record unless the owner is another governmental agency, land trust, or housing organization ~~or state law is amended to prohibit such requirements. Junior ADUs require owner occupancy of either the single-family dwelling or the Junior ADU;~~ and

c. Restrict the ~~ADU or~~ JADU to the maximum size allowed by Municipal Code section **13-35**, as it may be amended from time to time; and

~~**d.** Unless authorized by this Code, prohibit renting the ADU for periods less than 31 days; and~~

de. Confirm that the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance.

(6) Passageway. No passageway shall be required in conjunction with the construction of an ADU.

(7) Building permits required. Applications for ADUs and Junior ADUs shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Title 5 (Buildings and Structures). By way of reference only, current requirements generally require all dwellings to have no less than 220 square feet. Fire sprinklers shall not be required if they are not required for the primary residence; if, however, the ADU is attached to the primary dwelling, and if an addition to the dwelling would require sprinklers for an addition to the primary dwelling in the same location, then sprinklers shall be required.

(8) Setbacks.

a. None. No setbacks are required for either: (1) those portions of ADUs that are created by converting existing living area or existing accessory structures to a new ADU; or (2) constructing new ADUs in the same location, while not exceeding the existing dimensions of an existing structure, including height. Notwithstanding the foregoing, ADUs shall, at minimum, comply with setbacks that are sufficient for fire and life safety.

b. Other setbacks. For all other ADUs, there shall be a minimum of setbacks of four feet from side and rear property lines and full compliance with all applicable front yard setbacks for the underlying zone (except as required by (Gov. Code, § 66321, subd. (b)(3)). Second floor ADUs shall provide setbacks in conformance with the underlying zone. All mechanical equipment associated with the ADU shall maintain the minimum setbacks.

c. Distance between structures. The minimum required distance between a detached ADU and the primary dwelling unit, and all other structures on the property, including garages, shall be six feet unless otherwise established by the California Building Code.

(9) Height. Except as authorized in subsection b, below, in no event may any portion of a new construction ADU exceed 27 feet or two stories, ~~or exceed the height of any other dwelling that could legally be on the property. In all cases, a height of at least 18 feet shall be allowed for ADUs. An additional two feet in height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.~~ Furthermore, except as authorized in subsection a and b, below, an ADU shall be entirely only on the first floor.

a. Second floor or two-stories. An ADU on a lot which has an existing lawfully constructed dwelling, may be in whole or in part on a second floor, or be a two-story ADU, if all five of the following occur:

- 1.** All portions of the ADU structure on a second floor are at least 25 feet from the front property line; and
- 2.** Each stairwell for the ADU is interior or complies with subsection **(10)**, below; and
- 3.** The second floor of any portion of the ADU, if built above a detached garage, does not exceed the footprint of the garage; and
- 4.** No windows are installed on the second floor on side elevations if such windows are within 25 feet of a neighboring dwelling and face the neighboring property unless such windows have a minimum sill height of at least five feet; and
- 5.** The second floor (or the entire two story ADU as applicable) meets the setbacks applicable to additions for the underlying zone.

b. Within structure. The ADU is built entirely within either:

1. A proposed or existing lawfully constructed single-family dwelling, except that an external stairwell to the ADU which meets all requirements of this Code, including the requirements of subsection (10), below, may be constructed to allow access to the ADU; or

2. The non-habitable space of an existing multifamily structure or within an accessory structure on a lot with a multifamily structure.

(10) *Exterior stairways, balconies.*

a. *Exterior stairways.* A new exterior stairway to a second-floor ADU shall not be visible from the public right of way at the front of the property. Second floor landings using an exterior stairway shall be kept to the minimum size required to comply with applicable codes. Stairways and landings shall incorporate screening materials designed to eliminate views into abutting properties. Stairways and landings, which exceed building code minimum sizes, are prohibited. Stairways and landings shall not be counted toward residential open space requirements.

b. *Balconies.* New balconies which face the street and are located at the front of the main residential structure are permitted provided that the balcony be set back a minimum of 20 feet from the front property line. On corner properties, balconies may face the side street provided that they maintain the setback for the underlying zone. Balconies within 25 feet of a neighboring residence shall incorporate screening to ensure there are no direct views into the abutting property. New construction balconies that are not facing the front of the property or a side street, are prohibited.

c. *Roof decks.* No new roof decks are allowed for ADUs.

(11) *Architectural standards.*

a. *Attached and detached ADUs.* ~~Each Attached and detached ADUs ADU which is attached to the primary dwelling shall appear to be part of the primary dwelling. It shall have the same design, materials, finishes, and colors as the primary dwelling and shall be in accordance with code design standards and guidelines applicable to the zone.~~

b. *Detached ADUs.* ~~Any detached ADU shall be compatible in exterior appearance with the primary unit or units in terms of design, materials, finishes, and colors within the same property on which it is proposed to be~~

~~constructed, in accordance with code design standards and guidelines applicable to the zone.~~

c. New construction Junior ADUs. New construction Junior ADUs shall match exterior appearance with the primary unit in terms of ~~design,~~ materials, finishes, and colors within the same property on which it is proposed to be constructed, ~~in accordance with code design standards and guidelines applicable to the zone.~~

(12) Recommended gGarage conversions s.-design considerations.

a. No blank-Blank facade. When a garage is converted to an ADU, if the facade of the converted garage is visible from a public right-of-way, the following design considerations are recommended:~~facade shall implement at least one of the following:~~

- 1.** Be covered with landscaping that covers at least 50% of the wall, or
- 2.** Include openings of at least 10% of the facade with at least one door that complies with section (13) below or one window which matches the material and design of the existing windows on the residence.

b.-(13) Driveway removal. ~~The~~ If a driveway leading to a garage being converted to an ADU may only be removed, if it is ~~must be~~ replaced with landscaping or open space, and the curb cut and driveway apron ~~are~~ must be removed and replaced with a curb and gutter and parkway which meets city standards. If a driveway is P~~partially driveway removals,~~ may be permitted if the remaining driveway must ~~provides~~ the minimum parking dimensions per subsection **(1415)** below.

(1314) Entry. The entrance to an ADU or Junior ADU shall match the materials and color of the primary residence(s), not be located on the same building elevation as the main ~~re~~entrance of the primary residence(s) and shall be located along the building side, rear, or within the interior of the property, unless the economic and development services director approves an alternative configuration due to unique development circumstances.

(1415) Parking.

a. The owner may provide parking that is at least eight and a half (8.5) feet wide and 18 feet long and may be provided as:

1. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk; or

2. Within a setback area or in locations determined feasible by the city. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the city.

b. When ~~any parking space or parking structure an existing garage, carport, or covered parking structure~~ is converted or demolished in conjunction with the construction of an ADU or converted to an ADU, the off-street parking spaces do not have to be replaced, notwithstanding any other provision of this code to the contrary (e.g., the definition of "driveway" in section 13-6, Table 20-8(c) a driveway does not lose its status as a lawful "driveway" if it leads to a structure that was either converted from a garage into either an ADU or Junior ADU or demolished in conjunction with the construction of an ADU or Junior ADU. In no event shall the demolition of a ~~parking space or parking structure garage~~ be considered "in conjunction with" the construction of an ADU if the ADU will not be constructed within any portion of the footprint of the demolished garage.

~~(1516)~~ *Non-conforming.* The city shall not require, as a condition of a permit for an ADU or Junior ADU the correction of nonconforming development standards.

~~(16) Short-term rentals prohibited. ADUs and Junior ADUs shall not be rented for a term of less than 31 days, unless otherwise authorized by this Code.~~

(17) *Open space and landscaping.* ADUs which exceed 800 square feet in gross floor area shall meet the open space requirements of section 13-32 and shall be subject to provide landscaping as required in section 13-106.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-202

Meeting Date: 4/1/2025

TITLE:

PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE RECONSTRUCTION OF FIRE STATION NO. 2

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. Award a Professional Services Agreement (PSA) to Accenture Infrastructure and Capital Projects LLC, 300 Spectrum Center Drive, Suite 1400, Irvine, California, in an amount not to exceed \$1,774,775 for construction management services for the reconstruction of Fire Station No. 2, with an initial allocation of \$225,000 and the remaining allocation following successful issuance of bond for Fire Station No. 2 Reconstruction Project.
2. Authorize a ten percent (10%) contingency in the amount of \$177,477 for unforeseen costs related to the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

Fire Station No. 2, located at 800 Baker Street, provides fire protection and emergency response services to the Costa Mesa community. The Fire Department's mission is to prevent the loss of life and property. In addition to responding to fires, Fire Station No. 2 also responds to medical emergencies, motor vehicle accidents, rescue calls, and incidents involving hazardous materials.

For several years, Fire Station No. 2 has undergone maintenance and service issues and requires complete overhaul and reconstruction. Issues that need to be addressed include electrical and mechanical upgrades; heating, ventilation, and air conditioning improvements; modernization of life-safety fire equipment and communications; improved parking facilities; enhancements to the living quarters; improved landscaping; and structural and architectural advancements that adhere to current building codes and regulations.

Fire Station No. 2 has exceeded its useful life and is not compliant with current standards and specifications, underserves current personnel capacity demands, and does not provide gender-neutral accommodations. On February 15, 2022, the City Council approved a design services contract for Fire Station No. 2. A community meeting was held on August 27, 2024, to present conceptual alternatives, and this was followed by a presentation to City Council on October 15, 2024.

The design of the new approximately 9,400 square foot Leadership in Energy and Environmental Design (LEED) Gold station is well underway to provide improved infrastructure for Fire Department operations. The new station will provide increased gender-neutral living quarters, an enlarged apparatus bay, utility, dining, medical, and storage rooms, improved site circulation, new mechanical, electrical, and plumbing systems. The construction of the new station is estimated at \$12 million with an anticipated duration of three (3) years including pre and post construction activities. The recommended construction management firm will begin work immediately to perform a constructability review of the reconstruction plans and specifications and a general contractor pre-qualification process.

ANALYSIS:

The scope of services for this project consists of construction management services working closely with City staff for the duration of construction in addition to pre-and-post construction activities including the implementation of temporary living and operating quarters for fire personnel onsite during the reconstruction. Services also include review of the construction documents prior to construction bid, constructability analysis, review and analysis of general contractor bid proposals, construction conformance and quality oversight, document control, utility coordination, specialty inspection, geotechnical engineering and materials testing, resolution of day to day construction issues, requests for information and submittal review and management, change control management, labor compliance monitoring, ensuring schedule adherence, building commissioning and operational testing plans, LEED enhanced commissioning, and claims resolution.

On December 19, 2024, the City issued Request for Proposal (RFP) No. 25-14 for construction management services and received eleven (11) responsive proposals on January 15, 2025. All proposals were reviewed for compliance with the City's Request for Proposals (RFPs), and the consultants were evaluated based on project understanding, depth of experience, technical expertise, and various qualifying factors.

After careful review and evaluation of all proposals, staff determined that Accenture Infrastructure and Capital Projects LLC is well qualified to perform the construction management services for the reconstruction of Fire Station No. 2. The firm exhibits a thorough understanding of the project scope and has demonstrated in having the technical ability and expertise with similar projects completed in Southern California. Staff determined the proposed cost for consultant services to be reasonable for meeting the City's requirements as listed in the scope of services. The cost of services is competitive and within industry standards for these specialized services.

ALTERNATIVES:

The City Council could reject all proposals, re-advertise, and re-evaluate new proposals. Staff has determined that this will not result in a better outcome and will delay the project.

FISCAL REVIEW:

A portion of the funding for this project, for the required pre-construction activities, is available in the Fiscal Year 2024-25 Capital Improvement Program Budget in the Capital Improvement Fund (Fund 401). The Finance Department and the Public Works Department are in a consorted effort to issue a bond for the construction phase of the project. The remaining funding will be appropriated using the secured bond funds. The requested ten percent (10%) contingency for unforeseen costs is also available in the project budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the proposed PSA (Attachment 1) and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the City Council goal to strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Accenture Infrastructure and Capital Projects LLC, 300 Spectrum Center Drive, Suite 1400, Irvine, California, in an amount not to exceed \$1,774,775 for construction management services for the reconstruction of Fire Station No. 2, with an initial allocation of \$225,000 and the remaining allocation following successful issuance of bond for Fire Station No. 2 Reconstruction Project.
2. Authorize a ten percent (10%) contingency in the amount of \$177,477 for unforeseen costs related to the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of March, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC a California limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform construction management services for the reconstruction of Costa Mesa Fire Station No. 2, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, (including Addendum 1 and 2) attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Million Seven Hundred Seventy-Four Thousand Seven Hundred Seventy-Five Dollars (\$1,774,775.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Sixty (60) months, ending on March 17, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

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

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

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

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Accenture Infrastructure & Capital
Projects LLC
300 Spectrum Center Drive, # 1400
Irvine, CA 92618

IF TO CITY:

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

Tel: (805) 459-7967
Attn: Tyson Atwood

Tel: (714) 754-5096
Attn: Arash Rahimian

Courtesy copy to:

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

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

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

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

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

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

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

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

Tyson Atwood, PE, QSD, Principal-in-Charge

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Arash Rahimian
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-233

Meeting Date: 4/1/2025

TITLE:

APPOINTMENTS TO VARIOUS CITY COMMITTEES

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council make appointments as follows:

1. Animal Services Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr).
2. Active Transportation Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr).
3. Fairview Park Steering Committee - Make three (3) member appointments with a term expiration of April 2029 (Appointments by Council Member Buley, Council Member Gameros, and Council Member Pettis), one (1) member appointment with a term expiration of April 2027 (Appointment by Mayor Stephens) and confirm Hank Castignetti as the Orange County Model Engineers (OCME) City liaison.
4. Finance and Pension Advisory Committee - Make one (1) member appointment with a term expiration of April 2028 (Appointment by Council Member Buley).
5. Housing and Public Service Grants Committee - Make three (3) member appointments with a term expiration of April 2027 (Appointments by Mayor Pro Tem Chavez, Council Member Reynolds, and Council Member Marr) and one (1) member appointment with a term expiration of April 1, 2026 (Appointment by Council Member Buley).
6. Traffic Impact Fee Ad Hoc Committee - Make four (4) member appointments with a term expiration of April 2029; one (1) Major Developers' Representative, one (1) Small Developers' Representative and two (2) At-large positions (Appointments by Council Liaison Reynolds).

BACKGROUND:**Animal Services Committee** (3 Appointments)

3 Committee Members/Term Expiration of April 2027

The Animal Services Committee meets on the fourth Wednesday of the month except for August and December and provides advice and recommendations to the City Council on animal services issues and to promote pet licensing, assist with planning and execution of animal-related events. Staff received eight (8) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Becca Walls - District 1 (Incumbent)
2. Olivia M. Eimers - District 2
3. Carlos Salampessy - District 2
4. Syed Zia Hussain - District 2
5. Dana S. Lavin - District 3
6. Mackenzie "Kenzie" Huth - District 4
7. Stephen M. Smith - District 5
8. Tammy McGregor - District 6

Active Transportation Committee (3 Appointments)

3 Committee Members /Term Expiration of April 2027

The Active Transportation Committee meets on the first Wednesday of the month and helps plan and implement an Active Transportation network for the City by improving bicycle and pedestrian connectivity throughout the City, and also assists with the review, update and implementation of the city's Active Transportation Plan. Staff received twelve (12) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Syed Zia Hussain - District 2
2. Jose L. Toscano - District 3
3. Nicholas Lapating - District 3
4. Tiia Alcazar - District 5
5. Trace Yulie - District 5 (Incumbent)
6. Joselyn Perez - District 5
7. Austin Archer - District 5
8. Garrett R Kingsley - District 6
9. Drew John Murphy - District 6
10. Lisa Masson - District 6
11. Russell Toler - District 6
12. Joanna Farnham - District 6

Fairview Park Steering Committee (4 Appointments)

3 Committee Members /Term Expiration of April 2029

1 Committee Member/ Term Expiration of April 2027

The Fairview Park Steering Committee meets on the second Wednesday of every other month and evaluates the Fairview Park Master Plan, evaluates park enhancement opportunities that are compliant with Measure AA, and makes recommendations to the Parks and Community Services Commission and the City Council. Staff received ten (10) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Jay Humphrey - District 1
2. Andrew Campbell - District 1 (Incumbent)
3. Karen D Allen-Reid - District 2
4. Syed Zia Hussain - District 2
5. Erik Roberts - District 2 (Incumbent)
6. Jose L. Toscano - District 3
7. Edwin (Bo) Glover - District 4 (Incumbent)
8. Denise Moon - District 5
9. Terri Fuqua - District 5
10. Drew John Murphy - District 6

Finance and Pension Advisory Committee (1 Appointment)

1 Committee Member/ Term Expiration of April 2028

The Finance and Pension Advisory Committee meets on the second Wednesday of the month and provides advice to the City Council on issues related to significant financial matters and advises annually on the adoption of the City's budget, the allocation of any budget surpluses, and the City's investment performance and policies. Applicants shall have pension knowledge or shall be residents or individuals that conduct business within the City and have a background that includes experience in securities trading, financial planning, banking, auditing, accounting, or a closely related and relevant field. Staff received four (4) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. James V Peters - District 1
2. Syed Zia Hussain - District 2
3. Daniel Morgan - District 3
4. Luke Ziegenmeyer - District 5

Housing and Public Service Grants Committee (4 Appointments)

3 Committee Members/Term Expiration of April 2027

1 Committee Member/Term Expiration of April 2026

The Housing and Public Service Grants Committee meets twice a year and helps to promote understanding of the community development process and activities funded by the U.S. Housing and Urban Development Department (HUD) and Community Development Block Grants (CDBG).

Additionally, the committee rates and ranks applications for CDBG public service grants, ultimately developing funding recommendations for City Council recommendations. Staff received ten (10) applications for the vacancies to be filled (applications attached).

1. Ginny Walker - District 1
2. Darrell Neft - District 1
3. Carlos Salampessy - District 2
4. Syed Zia Hussain - District 2
5. Becks Heyhoe-Khalil - District 3 (Incumbent)
6. Valerie Hass - District 3
7. Andrea Schmidt - District 4 (Incumbent)
8. Jose Gomez - District 5
9. Drew John Murphy - District 6
10. Alma Fausto - District 6

Traffic Impact Fee Ad Hoc Committee (4 Appointments)

- 1 Major Developers' Representative /Term Expiration of April 2029
- 1 Small Developers' Representative /Term Expiration of April 2029
- 2 At-large Members /Term Expiration of April 2029

The Traffic Impact Fee Ad Hoc Committee meets on an as needed basis and the purpose of the Committee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan. The traffic impact fee committee assists staff on all aspects related to the updating and revision of traffic impact fees. Staff received eight (8) applications for the vacancies to be filled (applications attached).

1. Carlos Salampessy - District 2
2. Syed Zia Hussain - District 2
3. Nicholas Lapating - District 3
4. Stephen Brahs - District 5 (Incumbent - Small Developers Rep.)
5. Drew John Murphy - District 6
6. Eric Vu - District 6
7. Jim Fitzpatrick - District 6
8. George M.K. Sakioka - Non-Resident (Incumbent - Majors Developers Rep.)

ANALYSIS:

The City opened the Committee recruitment on February 26, 2025, and press releases/solicitations were sent on February 26, 2025, March 3, 2025, March 11, 2025, March 17, 2025, March 19, 2025, and March 21, 2025. In response to the City's outreach efforts, a total of 40 applications were received.

ALTERNATIVES:

City Council may choose not to make appointments to the Committees or to extend the recruitment period.

FISCAL REVIEW:

There is no fiscal impact to the Fiscal Year 2024-2025 Budget since City Committee Members do not receive a stipend for serving on the various committees.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends that the City Council make appointments to various City Committees.

#4

COMPLETE

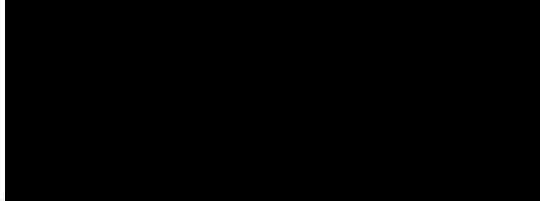
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Page 1

Q1

Full Name:

Becca Walls

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have been an active member of the animal service committee since it began in 2018. I was the chair for 5 years and the vice chair for one. I have lead in various ad hoc committees including on education, volunteering, and TNR. I am currently championing TNR for Costa Mesa. As one of only 2 original members, I deeply understand the history and progression of animal services in Costa Mesa. I have also volunteered hands on in animal rescue for over 8 years and taken courses and attended animal welfare conferences. I have networked with other rescues, shelters, and animal welfare groups to expand my knowledge on animal welfare and to stay up to date on current trends. I have coordinated and ran over 100 adoption events, conducted multiple low cost or free vaccine and microchip clinics, written articles for Costa Mesa's "The Scoop" animal newsletter, promoted and participated in multiple Costa Mesa animal related events. I would like to continue on the ASC to follow up on the new developments with TNR and continue to be an advocate for the animals of Costa Mesa.

Q4

As a Committee member, what ideas or projects are of interest to you?

TNR is a priority. This not only includes ordinance changes but also a great deal of community education and outreach. Once legal, there will also be other opportunities for advocacy and grant initiatives to support this process. I have attended animal welfare conferences and learned about new ideas for increased licensure, disease management, sheltering services, and other topics that could be beneficial in Costa Mesa. I would like to see an increase in licensure and microchips within Costa Mesa. These are vital steps to ensuring animals are safely returned to the people who love them.

#10

COMPLETE

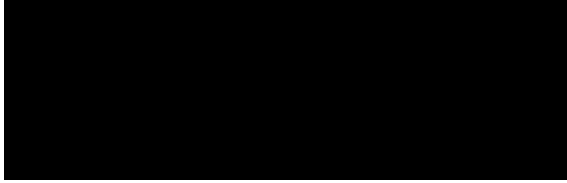
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Page 1

Q1

Full Name:

Olivia M Eimers

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am writing to express my interest in joining the Animal Services committee. As an experienced dog owner and active participant in organizing dog-related events in my neighborhood, I believe I can contribute valuable insights and energy to the committee's work.

I have successfully organized a number of dog-related events such as [mention any specific events you've organized, such as pack walks, holiday pawrades in my neighborhood but also to local businesses , which has allowed me to cultivate strong relationships with local pet owners and businesses, and further my ability to engage the community.

I look forward to the possibility of working together to support our community. Thank you for considering my application.

Sincerely,

Olivia Eimers

Q4

As a Committee member, what ideas or projects are of interest to you?

I am interested in participating in any existing events the committee has created along with creating new events.

Q5

Respondent skipped this question

Optional Resume:

#19

COMPLETE

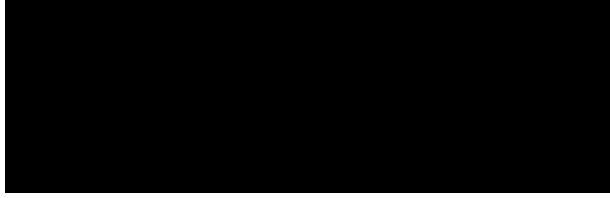
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Last Modified:

Time Spent:

IP Address:



Page 1

Q1

Full Name:

Carlos Salampessy

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Housing and Public Service Grants Committee,

Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Hello! Ive worked for a Licensed Commercial Architect as an Intern for the City of Murrieta in Riverside county for a year. I am an electrical engineer student looking to become licensed for urban development and I would like to take the steps forward in being involved in urban development as i finish school and work full-time.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to be involved in anything that is related to my studies which is traffic engineering or electrical planning and consulting. I would really like to be under some engineering to get some engineering hours and continue with my involvement in city development.

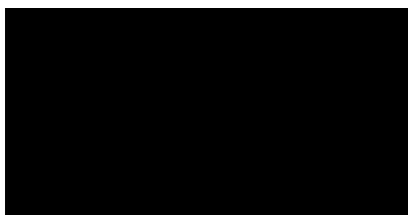
Q5

Optional Resume:

RESUME_3_2025.pdf (42.7KB)

CARLOS SALAMPESSY

Contact Info:



Skills

- C++ 2015
- Assembly Language
- AutoCAD 2021 & 2015
- MATLab 2024
- Microsoft Office
- Google Drive
- HAAS CNC
- FANUC CNC
- MasterCAM
- ASF Furnace operations
- Construct and read Engineering and Architectural plans
- Hand Crane Operation and Safety

Profile

My Name is Carlos Aaron Salampessy and I am 27 years old. I'm currently studying for a BS Electrical Engineering at Arizona State University. I am currently working as a CNC operator manufacturing optical lenses. At the moment I want to continue my trade skills as an optician to support my education, and obtain my Professional Engineering License.

Experience

Optician III; MKS Instruments/Newport Optics — 2024-current

Operating CNC spindle machines to polish small optical lenses for various equipment and instruments.

CNC Operator; Survival Systems International — 2024-2024

CNC Operator for HAAS and FANUC CNC machines. Programmed and setup contracts for Sikorsky aluminum parts and legacy steel parts for the company's main product, lifeboats.

Optician/Crystal Growth Technician; Coherent Corp./II-VI Aerospace & Defense — 2022-2024

Technician and optician for the fabrication of optics and laser technology for military-grade equipment. Worked on a HAAS CNC machine and eccentric spindles for abrasion of materials. Monitored and track the production of crystals using crucible furnaces. Reason for leaving: Company lay offs.

AutoCAD Designer; Empire Design Group, inc. — 2021-2022

Part-time Internship. Design As-built and Conceptual architectural plans for Residential and Commercial buildings and structures under Licensed Architect. Reason for leave: Internship.

Stock Associate; Dollar Tree, Inc. — 2015-2020

Part-time working freight and stocking inventory. I worked on and off as I went to school full-time, and worked part-time while continually attended school part-time.

Painter; Absolute Painting — 2017-2019

Full-time during the Summer. Painted homes and landscaping both interior and exterior under Contracted Painter.

Education

Vista Murrieta High School; Murrieta, CA

High School Diploma — 2015

Mt. San Jacinto Community College; San Jacinto, CA

AA Liberal Arts - Mathematics and Science — 2016-2020

Arizona State University; Phoenix, AZ

BS Electrical Engineering — 2021-2025

Projects

Architect Projects:

Commercial and Residential Projects and presentations available upon request.

Optician Projects:

Participated in a commercial breakthrough for efficient development of polishing for optics. The breakthrough used cerium oxide polishing compound with Sodium Hydroxide to improve the polishing process from 14 days to 1 day. Participated in the process to polish the surface with different abrasive compounds and test which compound can successfully be polished cost-effectively.

#24

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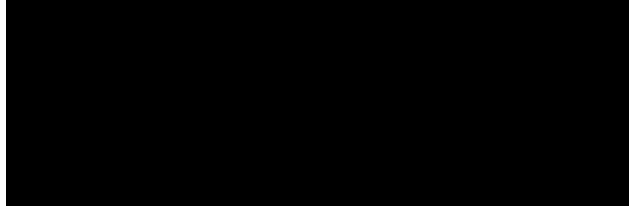
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Page 1

Q1

Full Name:

SYED ZIA HUSSAIN

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,
Active Transportation Committee,
Fairview Park Steering Committee,
Finance and Pension Advisory Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am undergraduate in Urban Planning and becoming a part of the Costa Mesa City Committee can help me understand and learn more about the real-world projects and issues faced by the City.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to incorporate my studies and would like to participate in the best of my abilities and knowledge to contribute to the best possible feedback and input I can provide.

Q5

Optional Resume:

SZH-URP-CM.pdf (400.4KB)

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

City of Costa Mesa, CA

PROFESSIONAL PROFILE

Devoted and team-oriented ESFJ personality type with over 2 years of hands-on involvement in, urban planning, community involvement, and project supervision. Described as warm-hearted and paying attention to clients, and do well with team members in the effort to accomplish defined objectives. Skilled in data analysis, organizing and conducting research, preparing data visualization of research finding of projects in compliance with municipal codes and policies. Expert in performing practical studies like social survey, or case study of urban environment. Seeking to adopt practical experience and utility-focused mind-set towards achieving defined project goals.

EDUCATION

- Bachelor of Science in Urban and Regional Planning** 2025
Cal Poly Pomona, California, United States
- Associate Degree in Architecture** 2019
Orange Coast College. California, United States
- Associate Degree in Event Management** 2016
Orange Coast College. California, United States

RECREATIONAL PROJECTS

- Creative Brain (After School Program)* Feb - updated
 - Teach classes for Art, animation, and music at the Advanced Learning Academy, Santa Ana, CA.
- Community Service Leader II / City of Costa Mesa (Recreational Dept) Part-Time* Jan – Mar 2024
 - Supporting the R.O.C.K after-school program by actively positive learning environment and
 - Demonstrating self-motivation and teamwork skills to collaborate effectively with colleagues and program participants.
 - Assisting in on-field program planning and maintaining detailed records, including daily schedules, logbooks, and work hours.
 - Supervising student check-ins and check-outs, coordinating activities, conducting fire drills, and providing assistance with homework, arts and crafts, and recreational games.
- Student Connect SoCal Community Outreach / SCAG Project* May 2023 – Jun 2023
 - Engaged with the public to encourage survey participation and conducted interactive street events to gather community feedback.
 - Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

INTERNSHIP EXPERIENCE

- Planning Aide Intern / Cal Poly Pomona Facility Planning and Management, CA*
 - Maintained accurate records and organized files to ensure efficient access to project documentation and information as may be needed.
 - Conducted cold calls to gather relevant data, created detailed figure-ground drawings, and performed comprehensive site and data analyses to support project planning.
 - Prepared and printed architectural drawings, authored detailed reports, and handled various administrative tasks to assist in daily operations.
- Administrative Intern / City of Tustin Department of Community Planning, Tustin, CA*
 - Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
 - Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
 - Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
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<https://www.youtube.com/@ocsmartcitydevelopers6812>

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Page 1

Q1

Full Name:

Dana S. Lavin

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I was on the original committee when it started. Covid hit and I became a homebody. Now I am ready to continue my work. I am an animal lover both domestic and wildlife. Helping Costa Mesa with programs and assistance for the safety & wellbeing of these animals is important to me

Q4

As a Committee member, what ideas or projects are of interest to you?

Public education. Working to engage the community in what we do, what they can do and what services are available to them. Help to find and implement an actual shelter in the city.

Q5

Respondent skipped this question

Optional Resume:

#5

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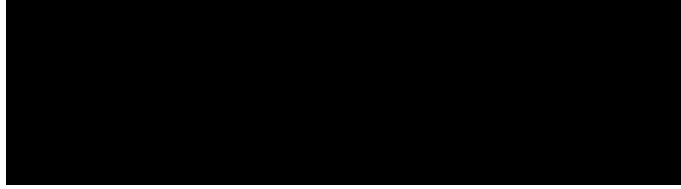
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Page 1

Q1

Full Name:

Mackenzie "Kenzie" Huth

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am well connected to the volunteer TNR community in OC, including Ladan at Friends of Normie. I want to be more involved in a way that helps link volunteers to the city in order to help tackle the feral cat problem in Costa Mesa.

Q4

As a Committee member, what ideas or projects are of interest to you?

TNR of feral cat colonies. If we can control the feral colonies, then coyotes will be less attracted to our residential areas and our pet dogs and cats will be more safe.

Q5

Respondent skipped this question

Optional Resume:

#34

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Page 1

Q1

Full Name:

Stephen Smith III

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

On August 6th of last year, I adopted my first dog ever, "Kylie", marking the first time I've had the wonderful pleasure of owning a dog. This transformative experience introduced me to the joys and responsibilities of pet ownership, while highlighting the critical role of animal services in our city. Kylie's adoption brought immense happiness into my life and revealed to me the broader significance of programs like pet licensing, fostering, and adoption events – efforts that sustain the well-being of pets and enhance the vitality of Costa Mesa. Drawing from this personal journey, I am eager to contribute my enthusiasm and insights to the "Animal Services Committee" (ASC), ensuring that more animals like Kylie find loving homes and that our community's animal care system flourishes. My motivation to serve on the ASC also stems from a strong commitment to civic engagement and the belief that individual contributions can meaningfully strengthen our community – an ideal I hold dear as an American. I recognize the value of education, veterinary care, and events like Barktoberfest, which not only foster bonds between residents and their pets, but also unite our community and foster the sense of personal belonging among the broader population. If granted the opportunity to join the committee, I look forward to collaborating with others to improve live release rates, promote responsible pet ownership, and address the administrative challenges within our animal services program. Serving on the ASC would allow me to give back to Costa Mesa – my adoptive home and a city I cherish – by extending the compassionate care Kylie received to countless other animals and residents, enriching our community for all.

Q4

As a Committee member, what ideas or projects are of interest to you?

Amending TNR, Barktoberfest, expanding animal access to public parks within the existing framework (i.e. lessening the restrictive nature of city ordinances around dog's access to parks).

Technical Skills

Languages: JavaScript, Typescript, Nodejs, C#, SQL (MySQL, PostgreSQL, VBA

Frameworks & Tools: .NET Core, React, Nodejs, HTML5/CSS, GitHub, Visual Studio, Visual Studio Code

Concepts: Data Structures, Agile Methodologies, Cloud Computing, Debugging & Monitoring

Software: Confluence, Jira, Trello, FIGMA, AWS, SAP

Professional Experience

TTEC (TTEC-Digital)

Costa Mesa, CA • September 2021 to Present

Consultant, Technology Consulting (TAM)

- Triage Technical Issues, perform root cause analysis, and coordinate cross-functional teams, including real-time data processing and system integrations. Reducing client ticket resolution time.
- Write and deploy custom JavaScript, Typescript and C# code to address client-specific changes within the constellation of AWS' suite of services and features.
- Elicit and document technical requirements, reduce complex customer requirements into actionable features and improvements in cloud call center environments.
- Leveraged client relationships to execute system integrations and contract work.
- Collaborate with developers and clients to design, scope, and deploy software solutions for Amazon Connect, AWS and integrations with CRM technology like salesforce to enhance call center performance and operations.

Software Support Engineer

- Develop and maintain client codebases, integrating restful APIs and optimizing performance for high-traffic call center environments using TypeScript and other tools.
- Work hand in glove with clients to debug and enhance software reliability, ensuring seamless functionality across distributed systems.
- Partner with end-users to identify inefficiencies, proposing and prototyping solutions that improve mission-critical outcomes.

Advanced Sterilization Products

Irvine, CA • October 2019 to May 2020

Data Analyst

- Built VBA-based automation tools to streamline SAP data reconciliation, reducing manual effort significantly to ensure compliance during M&A related system migration.
- Conducted cross-system data analysis to resolve integration issues, leveraging SQL queries to validate and standardize product entries.
- Collaborated with engineering and regulatory teams to troubleshoot and resolve data processing challenges under deadline.

Bravo Business Media

Plymouth Meeting, PA • November 2017 to October 2018

Product Data Coordinator

- Authored complex SQL queries to perform quality assurance on large data sets (200+ brands), identifying and resolving data inconsistencies.
- Developed VBA tool (excel) to automate problematic data pattern detection and correction, improving data integrity and operational scalability.
- Designed and executed outreach campaigns, integrating technical solutions with business needs to enhance customer engagement.

Education & Certifications

American University, B.A. Political Science • Washington, DC • 2012

[AWS Cloud Practitioner](#) (Amazon Web Services)

.Net Full Stack Foundation (Coursera)

#1

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Page 1

Q1

Full Name:

Tammy McGregor

Q2

Animal Services Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Hello

I am a longtime resident of Costa Mesa, a City I love. I am also a dog owner. I think I could benefit this committee because I would love to see information put towards helping the City of Costa Mesa become better acquainted with the community for Animal Services. I recently registered our dog with the City of Costa Mesa and would love to see more people go through this (cheap & easy) process. Most people do not even know they need to register their dog. It not only helps the dog owners but the general public as well. I am always up for learning new things about not just dogs but cats too that could help out the community. I have always wanted to be involved in our community and being an avid dog lover and owner I feel I could be a great addition.

Q4

As a Committee member, what ideas or projects are of interest to you?

Pet licensing and assisting with animal related events

Q5

Respondent skipped this question

Optional Resume:

#24

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Page 1

Q1

Full Name:

SYED ZIA HUSSAIN

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,
Active Transportation Committee,
Fairview Park Steering Committee,
Finance and Pension Advisory Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am undergraduate in Urban Planning and becoming a part of the Costa Mesa City Committee can help me understand and learn more about the real-world projects and issues faced by the City.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to incorporate my studies and would like to participate in the best of my abilities and knowledge to contribute to the best possible feedback and input I can provide.

Q5

Optional Resume:

SZH-URP-CM.pdf (400.4KB)

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

City of Costa Mesa, CA

PROFESSIONAL PROFILE

Devoted and team-oriented ESFJ personality type with over 2 years of hands-on involvement in, urban planning, community involvement, and project supervision. Described as warm-hearted and paying attention to clients, and do well with team members in the effort to accomplish defined objectives. Skilled in data analysis, organizing and conducting research, preparing data visualization of research finding of projects in compliance with municipal codes and policies. Expert in performing practical studies like social survey, or case study of urban environment. Seeking to adopt practical experience and utility-focused mind-set towards achieving defined project goals.

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Cal Poly Pomona, California, United States
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Orange Coast College, California, United States
- **Associate Degree in Event Management** 2016
Orange Coast College, California, United States

RECREATIONAL PROJECTS

Creative Brain (After School Program) Feb - updated

- Teach classes for Art, animation, and music at the Advanced Learning Academy, Santa Ana, CA.

Community Service Leader II / City of Costa Mesa (Recreational Dept) Part-Time

Jan – Mar 2024

- Supporting the R.O.C.K after-school program by actively positive learning environment and
- Demonstrating self-motivation and teamwork skills to collaborate effectively with colleagues and program participants.
- Assisting in on-field program planning and maintaining detailed records, including daily schedules, logbooks, and work hours.
- Supervising student check-ins and check-outs, coordinating activities, conducting fire drills, and providing assistance with homework, arts and crafts, and recreational games.

Student Connect SoCal Community Outreach / SCAG Project

May 2023 – Jun 2023

- Engaged with the public to encourage survey participation and conducted interactive street events to gather community feedback.
- Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

INTERNSHIP EXPERIENCE

Planning Aide Intern / Cal Poly Pomona Facility Planning and Management, CA

- Maintained accurate records and organized files to ensure efficient access to project documentation and information as may be needed.
- Conducted cold calls to gather relevant data, created detailed figure-ground drawings, and performed comprehensive site and data analyses to support project planning.
- Prepared and printed architectural drawings, authored detailed reports, and handled various administrative tasks to assist in daily operations.

Administrative Intern / City of Tustin Department of Community Planning, Tustin, CA

- Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
- Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
- Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
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<https://www.youtube.com/@ocsmartcitydevelopers6812>

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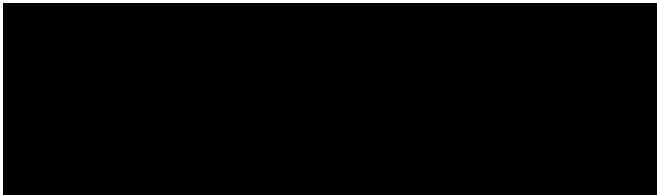
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Page 1

Q1

Full Name:

Jose L. Toscano

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,
Fairview Park Steering Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Dear city council members,

My name is Jose Toscano, and I am writing to express my interest in serving in one of two city committees: the Active Transportation Committee and the Fairview Park Steering Committee. As a longtime resident of this great city, I have been engaged and involved in finding ways to improve our city for all. This last year, I got out of my bubble and spoke with the residents. From the residents of Mesa Verde to Eastside, to College Park, to Westside, to Mesa del Mar residents, I spoke with people of all backgrounds, ethnicities, and differing views, but what I found that we had most in common was our shared love for our city. I would like to serve on any of these committees to provide a new and fresh perspective. I applied to serve on the Parks and Community Service Commission earlier this year. While I didn't get appointed, it brought a valuable experience that strengthened my motivation to serve. As the youngest commission applicant in the city's history at age 19, I found that age wasn't a barrier to making a difference. I met residents of all generations volunteering their free time with the typical shared goal of improving the city and conserving what makes it great.

I want to serve on the Fairview Park Steering Committee because Fairview Park is an important part of our community and contributes to our city's uniqueness and beauty. I'm an active community member and have been a resident of Costa Mesa practically my whole life. I believe I can contribute to advising the council on ways to preserve the park and find common-ground solutions to improve it. Fairview Park is a massive part of my childhood. When I was a kid, I remember my family couldn't afford to go to many places, and we were fortunate enough to have a vast open green space in our city to enjoy and escape from the neighborhood where I grew up that lacked any green space. I want other generations to have the same opportunity that I once did and continue to preserve the accessibility and safety of the park for all residents alike. If appointed to this committee, I will attend every meeting and strongly advocate for its conservation.

As for the Active Transportation Committee, I would like to serve for various reasons. First, for the city to be inclusive of all residents, we must take steps to protect the safety of those who can not afford a car or would like to find healthier alternatives to commute, such as biking. However, we must also consider the perspectives of residents of the affected areas where the new bike lanes will be installed. As somebody who grew up in a low-income neighborhood on the city's west side, I've witnessed firsthand the concern of transportation. Many of my neighbors had no choice but to bike to commute to do necessities such as school, work, grocery shopping, etc. To this day, I engage with people who bike in Costa Mesa daily and have brought up safety concerns. We must realize that many residents simply can't afford a car, and we must accommodate that to ensure their safety. If appointed to this committee, I will engage with all perspectives on the transportation issue and prioritize equity, sustainability, and community safety.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to see something done about planes flying over Fairview Park, which has been causing a lot of noise pollution. This has been a common concern for citizens, and I have heard a lot about it as it impacts the quality of life and the park's natural environment.

Q5

Respondent skipped this question

Optional Resume:

#32

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Page 1

Q1

Full Name:

Nicholas Lapating

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,

Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

My career path has been focused on transportation and mobility. As a resident of Costa Mesa I want to apply my skill set to assisting in performing my civic duty to help better the community in which i live.

Q4

As a Committee member, what ideas or projects are of interest to you?

As a proud resident of Costa Mesa it has been amazing to see the growth that the city has experienced as well as the elevated commerce and cultural options. With that growth it will be imperative to have the proper transportation network of all mobilities as well as have a sound parking plan for areas that are over parked and with low inventory exceeding capacity.

Q5

Optional Resume:

Resume%20-%20Nick%20Lapating.pdf (35.1KB)

NICHOLAS LAPATING



A twenty-year parking professional with a strong background operations throughout Southern California. A compassionate leader with a strong moral compass and a high emotional intelligence, who is focused on the success of his teams. Is process driven to achieve goals and often takes on changing tasks with tact, resilience, and poise.

EXPERIENCE

GENERAL MANAGER

LAZ Parking | Orange County, CA

October 2022 - Present

Currently responsibilities for operations management, business development, and client & customer satisfaction throughout Orange and Riverside Counties. Has also developed a strong, specialized operational team to support the diverse portfolio of locations including municipal, enforcement, transportation, healthcare, retail, restaurant, and commercial locations. In the first year as General Manager added an additional 10 locations through organic growth and winning new deals accounting for \$378K in new annualized DLOP.

DIRECTOR OF OPERATIONS

LAZ Parking | Orange County, CA

July 2016 – October 2022

Managed the financials and operations of 80+ locations, 800+ employees and 50 managers throughout Orange and Riverside Counties. Oversaw growth of the OC market from 2.38M DLOP increasing to 3.16M in DLOP over this period.

PORTFOLIO MANAGER

LAZ Parking | Los Angeles, CA

February 2010 – June 2016

Joined the LA region as an assistant manager of the 2nd location in the region. Worked in multiple roles helping to grow the region with a location count increasing to over 200 locations.

LOCATION MANAGER

LAZ Parking | Los Angeles, CA

August 2006 – January 2010

LOCATION MANAGER

Signature Parking | Santa Barbara, CA

October 2004 – July 2006

EDUCATION

DOUBLE MAJOR: BACHELOR OF ARTS SOCIOLOGY & BACHELOR OF ARTS GEOGRAPHY

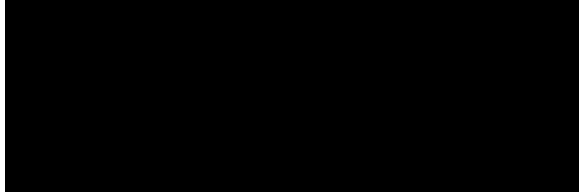
University of California Santa Barbara

September 2005

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Page 1

Q1

Full Name:

Tiia Alcazar

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I've seen the improvements made to the city's bicycle network, but I think there is still a lot to do. Born and raised in Europe, I have a lot of practical experience of what a functioning pedestrian and bicycle network looks like and that is something I am passionate about seeing in Costa Mesa as well.

Q4

As a Committee member, what ideas or projects are of interest to you?

Improving street lighting
Improving bicycle and pedestrian safety

Q5

Respondent skipped this question

Optional Resume:

#13

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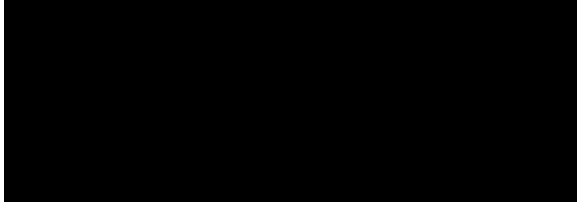
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Page 1

Q1

Full Name:

Trace Yulie

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served on the ATC for two previous terms and would like to continue. I also serve as a bike ambassador for the UCI community.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am primarily interested in bicycle facilities that improve safety for westside residents, including children biking to school and low-income adults using bikes as their primary form of transportation.

Q5

Respondent skipped this question

Optional Resume:

#39

COMPLETE

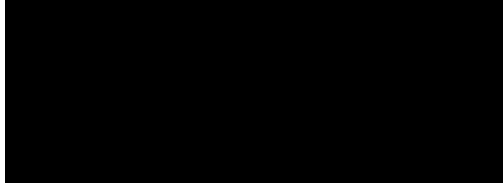
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Page 1

Q1

Full Name:

Joselyn Perez

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I've been a resident of Costa Mesa for over six years and I currently live on the westside. I like to cycle as an athlete but I also ride for fun and to get around town. One of my favorite ways to spend my free time is charting out and exploring new bike routes through Orange County and beyond. I have a lot of experience with bike paths and cycling infrastructure all around California. I can spot ideas that look good on paper but don't necessarily work in the real world- sharrows immediately come to mind. I've spent time riding in Northern California and have seen really great concepts like San Francisco's "green wave", where traffic lights sync up to allow cyclists to ride smoothly at a specific speed. I want to bring my first hand, on-the-street, experience to the Active Transportation Committee.

Additionally, I grew up in a household where not all of my family members could drive. My dad rode his bike to work, day in and day out, until he retired. In his retirement, he gets around town by walking and riding an e-bike. This influenced me to see walking and cycling as not just leisure and recreational activities, but as necessary and legitimate ways of getting from point A to point B. We need to do our best to serve our community that walks, bikes, and rides the bus rather than drives. Walking, cycling, and riding the bus should be dignified and we need to provide the right infrastructure.

Lastly, I currently work for a city government. I have experience with circulation elements, plans, and public meetings. My professional experience makes me well equipped to understand the types of material we will be expected to read and vote on.

Q4

As a Committee member, what ideas or projects are of interest to you?

I've appreciated the roll out of the Adams Ave bike lanes, bollards along Placentia, and bike boxes. I want to help prioritize and implement similar projects that connect our City. We've got some great bike trails and paths, but they don't connect. The prime example I can think of: we don't have a continuous path to get from the Santa Ana River Trail to the Back Bay. No matter where you exit the SART, at some point you end up cycling on a road that doesn't have a bike lane. I think we can get a lot more people out of cars and on bikes if we eliminate these missing links. The Santa Ana Ave bike lane gap in front of Kaiser Elementary demonstrated just how much our community wants the infrastructure to bike more. I want to help make things like that happen.

Q5

Optional Resume:

Jperez_20250321_Newport.pdf (148KB)

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.

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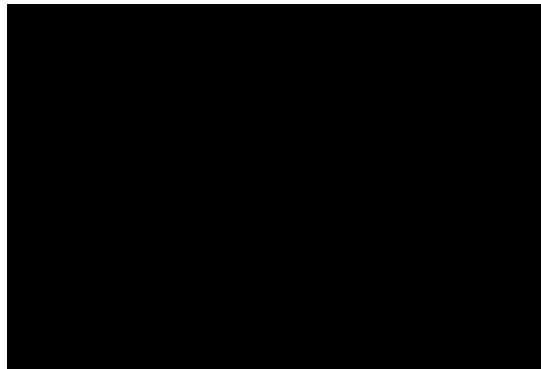
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Q7

Signature Required:

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Q8

Full Name:

Joselyn Elana Perez

Joselyn Perez

PROFESSIONAL EXPERIENCE

City of Newport Beach, December 2018 - Present

Senior Planner, 2024 – present

Associate Planner, 2023 – 2024

Assistant Planner, 2020 – 2023

Planning Technician, 2018 – 2020

- Provide excellent customer service to the public at the Planning Counter.
- Review plans (both residential and commercial) for consistency with zoning regulations and other land use requirements.
- Prepare public notices, staff reports, and resolutions for discretionary projects (Coastal Development Permits, Minor Use Permits, and Conditional Use Permits).
- Process General Plan Amendments and Zoning Code amendments.
- Present projects at public hearing at the Planning Commission and City Council level.
- Present study session items at City Council.
- Serve as staff liaison to the subcommittee updating the Safety Element of the General Plan
- Supervise the preparation of CEQA documents
- Write and release Requests for Proposals (RFPs).
- Lead Development Review Committee (DRC) meetings and provide preliminary comments early in the development process.
- Supervise the Planning intern.

Recology, Environmental Planner II November 2015 – November 2018

- Research zoning ordinances to make project and operational recommendations.
- Prepare and submit for discretionary permits (primarily Conditional Use Permits) and serve as the Applicant's representative.
- Write Project Descriptions for CEQA documents and peer-review technical studies.
- Represent Recology before government entities (Planning Commission, Regional Water Board, Calrecycle, etc.).

Kiewit, Environmental Compliance Coordinator March 2012 - October 2015

- Read construction drawings and recommended environmental protection Best Management Practices (BMPs) based on construction sequence.
- Inspect SWPPP BMPs and hazardous waste accumulation areas.
- Maintain compliance records.
- Prepare and submit for permits (City of LA, LA County, SCAQMD, etc).
- Conducted training for staff and craft/union employees on environmental compliance topics.

EDUCATION

University of California Santa Cruz

B.A. in Environmental Studies and Minor in Latin American and Latino Studies

#40

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Page 1

Q1

Full Name:

Austin Archer

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I wish to serve on the Active Transportation Committee because active transportation is my favorite form of transportation. I love being able to live and work in the same community, and that the city of Costa Mesa is committed to building infrastructure that allows all of it's constituents to commute safely by bicycle and other alternatives to automobiles.

The most significant reason I wish to serve on this committee is because in January of this year I was in fact in an accident while riding my bike to work. Fortunately I received only a minor injury, but I must admit getting hit by a car is quite radicalizing. Since then I have attended an advocacy workshop run by the League of American Bicyclists and have become a certified League Cycling Advocate. Not only would I love to share my knowledge and experience with the committee, I am even more excited by the idea of being able to learn from the other committee members about the amazing work they're doing to create a safer and more rideable community.

You can find me actively transporting myself to work (Pitfire Pizza) and school (OCC) where I'm studying political science. See you on the road!

Q4

As a Committee member, what ideas or projects are of interest to you?

I love the Safe Routes to School Action Plan. I think creating an integrated system that allows not only students but the entire community to safely commute from point A to point B anywhere within our city and beyond is amazing.

I think people are more connected to their community when they walk or ride through them, and building out our infrastructure is a great first step toward encouraging that behavior. We have the opportunity to build beautiful infrastructure that makes people want to use it.

Another concern I have is that I think at the bedrock of "active transportation" is an affordability issue. Cars are expensive and the cost of living is ever increasing. Building active transportation infrastructure will increase the equity in our community. Roads can only be used by those who can afford to, but sidewalks and bike paths can be used by everyone.

Q5

Optional Resume:

Austin%20Archer%20-%20Resume%20-%202025.pdf (106.4KB)

Q6

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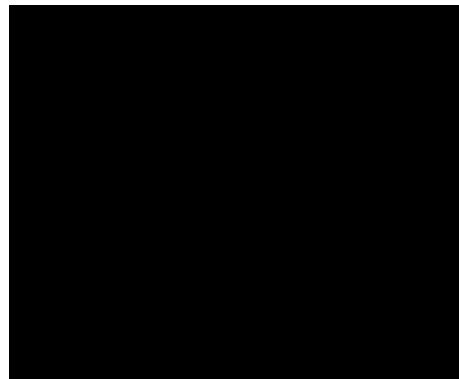
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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Austin Archer

Austin Archer

Hard-working individual with 16 years of customer service experience, proven leadership and organizational skills, and minute attention to detail. Seeking to apply my knowledge, work ethic and communication skills at your bartop.

Work Experience

Gracias Madre - Newport Beach, CA

April 2022 - April 2024

Shift Lead / Bartender

- *Experience* - Has breadth of knowledge on the production of agave spirits including tequila and different varietals of mezcal
- *Positivity* - Shows up with a big smile ready to work hard, attend to guests' needs, and support the team

Puesto Los Olivos - Irvine, CA

December 2016 - June 2022

Lead Bartender / FOH Trainer

- *Organization* - Managed the inventory of alcohol and bar ready mixes including daily quality check documentation
- *Leadership* - Opened two Puesto locations as a trainer in which I developed the procedures for opening and closing support staff

In-N-Out Burger - Tustin, CA

October 2009 - May 2017

Associate

- *Customer Service* - Met the specific needs of customers through high-quality service and friendliness
 - *Teamwork* - Cooperated with others in a fast-paced and high-stress work environment in order to achieve a common goal
-

Leadership / Activities

Orange Coast College Debate Team

January 2025 - Present

- *Growth* - Political Science Major actively increasing communication skills

Tournament Organizer

January 2023 - Present

- *Community* - Hosts weekly Super Smash Bros. Melee tournaments garnering 20+ entrants, streamed live at [twitch.tv/ocmelee](https://www.twitch.tv/ocmelee)

In-N-Out Burger Store #63 Book Club

November 2015 - May 2017

- *Friendship* - Organized group meetings in which members comfortably shared thoughts and opinions on classic and modern literature

#21

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Page 1

Q1

Full Name:

Drew John Murphy

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,
Fairview Park Steering Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Architectural Professional since 1983 and have lived in Costa Mesa for 43 of the last 48 years beginning in 1976.

Q4

As a Committee member, what ideas or projects are of interest to you?

Effective management of the committee's responsibility.

Q5

Respondent skipped this question

Optional Resume:

#25

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Page 1

Q1

Full Name:

Lisa Masson

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am passionate about creating a safer, more walkable community for pedestrians, cyclists, and families with strollers. I have lived in Costa Mesa for much of my adult life and want to give back to my community. I have also lived in a highly walkable city in Europe, and noticed a lifestyle improvement that resulted from that increase in walkability. The importance of active transportation is paramount in the fight against climate change and I would like to help in these efforts.

Q4

As a Committee member, what ideas or projects are of interest to you?

As a committee member, I would like to discuss projects relating to education of road safety for children. A road safety park for little ones to learn the rules of the road interests me and I'd like to prepare something on that topic for the group. As a parent in the community, I want to make the roads safer for folks including children to navigate.

Q5

Optional Resume:

Lisa_Masson_CV_2025.pdf (2.9MB)



Education

International TEFL Academy

(2017 – 2018)

- Teaching Certificate, Graduated 2018
- 20 hours of teaching, 150 hours of coursework

Chapman University

(2008 - 2012)

Bachelor of Fine Arts in Graphic Design

London Olympics Student Designer

Summer Study Abroad 2010

- Conceptualized and designed projects in teams using the London 2012 Olympic branding that revolved around sustainable design.
- Presented to LOCOG, AECOM and Burro Happold

Germantown Academy

Class of 2008

High School Diploma

Work Experience

Board Director, The Masson Foundation, Aliso Viejo, California

(March 2024 – Present)

- Design brand identity: brandmark and logotype
- Create advertisements and marketing materials to expand brand recognition at fundraising events
- Represent the organization at events and maintain relationships

Creative Director, Lifestyle of Giving (formerly Scripsense), Aliso Viejo, California

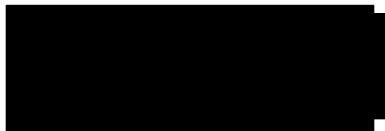
(January 2013 – September 2017, December 2019 - May 2022)

- Brand development, strategic conceptualization
- Design materials for web, app, motion, illustration, print, presentations and more
- Create, implement and track marketing campaigns, social media campaigns
- Manage affiliate marketing portfolio, outreach to new brands, curate deals
- Represent the brand at events at conferences, fundraisers, etc.

Founder, 3 Fresh Eyes, Prague, Czech Republic

(September 2017 – April 2020)

- Develop and create original copywriting and photography content with a travel and art focus
- Create and maintain website and social media presence
- Outreach to brands to create and maintain relationships
- Engage and encourage sales of products and services



English Teacher Assistant, Variety of Elementary Schools, Prague, Czech Republic

(October 2017 – October 2019)

- Create lesson plans and teaching strategies based on student's needs and abilities
- Work with individual students or small groups to reinforce learning material

Founder, Lisa Horn Design, Laguna Beach, California

(November 2012 – November 2014)

- Freelance creative agency specializing in art direction, branding and identity, web design
- Press releases and social media account management

Creative Director, Level Entertainment, Huntington Beach, California

(July 2012 – November 2012)

- Host events, event photography and publicize appearances
- Graphic, web and print design
- Social media management

Graphic Designer, Peace Love EDM, Orange, California

(January 2012 – July 2012)

- Design brand identity package, brandmark, logotype, etc.
- Represent the brand at events and conferences
- Design apparel, marketing materials and print items

Graphic Design Intern, Volcom, Costa Mesa, California

(May 2011 – September 2011)

- Assist art department with catalog design, layouts, color correcting, photo editing, etc.
- Assist with photoshoots, event planning and set design

Technical Skills

- Adobe Creative Suite (InDesign, Photoshop, Illustrator, After Effects)
- Microsoft Office (Word, Excel, Powerpoint)
- Wordpress, WIX, Squarespace
- Email automation (Mailchimp)
- CRM / Customer Support (Zendesk, Freshdesk)
- Social Media Management (Sprout Social)
- Policy and Procedure Development

References:

How We Worked Together:

- **Melinda Masson** *Masson Investments* Lifestyle of Giving and the Masson Family Foundation

#28

COMPLETE

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Page 1

Q1

Full Name:

Russell Toler

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

The last thing I would want to do is to get in the way of someone more qualified than me, or to block someone's first step of getting more involved. But I'm throwing my hat in the ring in case few people are applying and/or if anyone thinks that my experience and insight would be useful and a good fit for the committee. No hard feelings if I'm passed over.

Making our streets more safe, comfortable, and beautiful, along with the twin goal of reducing car-dependency, is really the "single issue" that I have the time and energy to dedicate any free time to. I've helped lead the Costa Mesa Alliance for Better Streets for several years, served on the Planning Commission, and work for a respected urban design firm.

My family of four (+ dog) has lived for several years with a single car, which typically is reserved for my wife—leaving me getting all over town on my bike. When my kids were smaller, our "second car" was a front-loaded Urban Arrow electric cargo bike that we put hundreds of miles on. My kids still get to and from school every day on their own bikes. I am committed to ensuring that they can get around safely.

Q4

As a Committee member, what ideas or projects are of interest to you?

I think that the City has done a fantastic job over the past five years when it comes to making active transportation more safe and comfortable, and I am committed to that momentum continuing. Here are my big thoughts/ideas:

- Figuring out how to do more with less. Federal grant money may be drying up and we need to keep moving forward even with smaller budgets for AT projects.
- Building out a bikeable network and closing gaps in that network. This is especially true at intersections and connecting bikeable streets across major streets like Newport Blvd.
- Focusing on reclaiming street space, slowing traffic speeds, and modal filtering (this includes finally implementing what the ATP calls Class III Bicycle Boulevards).
- Improving our MO when it comes to Class IV lanes—i.e. coming up with more permanent and attractive designs, either from the start or as a "phase 2" after a trial.
- Helping give input on specific designs, to help ensure that our streets remain/become intuitive and convenient for all users.

Q5

Respondent skipped this question

Optional Resume:

Q6

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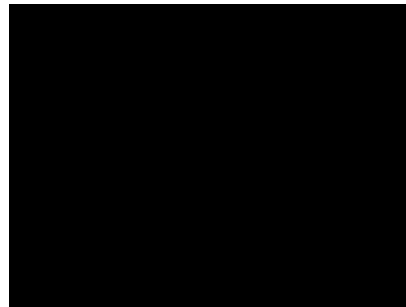
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Q7

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Signature Required:

Q8

Full Name:

Russell Toler

#8

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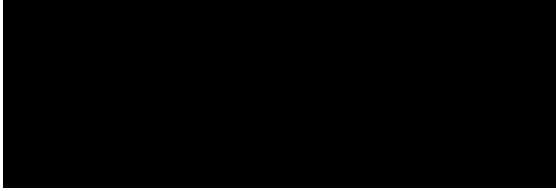
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Page 1

Q1

Full Name:

Garrett R Kingsley

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Hi! I wish to serve on the Active Transportation Committee of Costa Mesa because I believe the fundamental key to leading a healthy and fulfilled life is walkable and bikeable cities. Access to spontaneous meet-ups, running into your neighbors, outdoor recreation, and safer methods of getting around are important to create community and create your "village." Relying on your community and deep social connection are the best ways to live healthier and longer. There are so many studies that report how loneliness, static social skills, and inactivity are the silent killer(s). We can support and uplift our neighbors and circles to live better by providing pedestrian and cycling connectivity in our neck of the woods, and I want to be a part of it!

I believe I would be a beneficial addition to this committee for two reasons:

- I am under 30 years old, unmarried, and make less than \$80,000 per year. I represent a demographic of people in Costa Mesa that may otherwise feel under-represented or unrepresented. I may represent those who don't drive, can't drive, or are find driving financially prohibitive. To those groups of people, pedestrian and cycle connectivity is vital.
- I am employed as an Operations Manager, so I understand the inner workings of project management and how new projects come to fruition. I am often looped into conversation or added to committees for projects such as new licenses, financial process overhaul, building renovations, or maintenance programs. A large part of my job is based around how to improve processes and improve connection.

Q4

As a Committee member, what ideas or projects are of interest to you?

I took a look at the Pedestrian Master Plan and found lots of information I'd like to be involved in! Below are some of the ideas & projects that are of the most interest to me:

- Street Canopies & lighting where its lacking
- goal of all trips less than 1 mile to be 30% walking,
- wayfinding for both pedestrian and cyclists (love the signage in Eastside for cyclists already!)
- projects on traffic calming on high traffic routes,
- installing more pedestrian refuge islands,
- reviewing prohibited crossings & restore where possible,
- educating the community on bicycle and pedestrian safety,
- become more involved with land use planning to encourage storefronts to face the street, promoting a culture of walking

Q5

Optional Resume:

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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.

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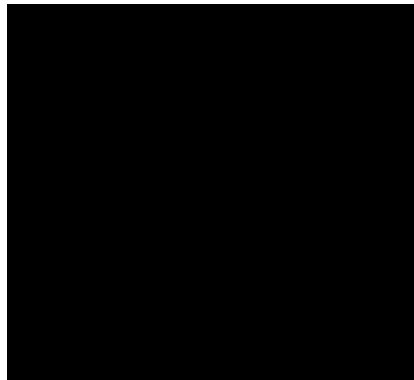
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Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Garrett R Kingsley

GARRETT KINGSLEY

PROFESSIONAL SUMMARY

A reliable, outgoing, personable and motivated Foodservice Management & Operations professional with a positive attitude and work ethic, and a strong customer service orientation. An individual focused on teamwork and motivation, that draws on the ability to learn new skills quickly, and the willingness to accept new challenges and responsibilities.

EDUCATION

Connecticut State Community College of Manchester, Manchester, CT, 2018-2020

Enrolled in Associate of Science Degree Program in Foodservice Management, accredited by the American Culinary Federation.

Coursework: Advanced Food Preparation, Food and Beverage Cost Control, Sustainable Foodservice Management, Hospitality Marketing, and Human Resource Management.

EXPERIENCE

Active Culture: Natural Foods Café, Velvet Yogurt, Inc.

Regional Operations Manager, Southern California, 2023-present;

Store Manager, Laguna Beach & Long Beach, 2021-2023;

Assistant Manager, Laguna Beach, 2020-2021

- Responsible for performance and revenue of three locations in OC & LA counties
- Assisted with operations related to two additional locations in NorCal and Oregon
- Directly oversaw \$6M+ in sales in 2024, an increase of 5% from 2023 and 11% from 2022.
- Created and championed roll-out of quarterly internal health inspections, quarterly internal audits; championed roll-out of corporate credit card accounts, invoice pay process, research and roll-out of digital maintenance software
- Spearhead physical improvements, such as parking lots, prep spaces, safety equipment, and order technology
- Growth focused: directly oversaw promotion and development of 3 Store Managers, contributed to two store openings in 2021 and 2022, participate in annual summit to grow sales, drive profit and development
- Set targets for Store Managers to improve performance, policies, and procedures
- Managed labor costs, food costs, legal compliance, negotiate with vendors
- Assist with Human Resources – interviewing, hiring, promotions, growth & performance, disputes, recognition
- Plan and execute teambuilding exercises as well as assist in planning and executing of Yelp events, marketing specials, and private dining events
- Conduct biannual performance reviews of Store Managers, including making suggestions to executives on rate increases or bonuses
- Establish relationships with all vendor representatives and connect to find solutions with product shortages or pricing
- Facilitate positive work environments, open and honest communication, and accept negative and positive feedback. Relay this information company-wide between employees and management/ownership
- Assist in new location openings, hiring, and training.
- Create training guides and modules for both hourly employees and Shift Supervisors

GARRETT KINGSLEY

Orange County, California | (C) 860.373.5096 | garrettkingsley18@gmail.com

- Consistently adjust restaurant practices to reduce allergen risks, improve product quality, and remain code-compliant with local health regulations by developing and championing monthly internal health inspections

Bistro on Main, MACC Charities, Manchester, CT

FOH Manager-in-Training, 2020 (shortened due to COVID-19 closure)

- Worked with OpenTable and Toast POS systems
- Gained experience behind the bar, learning safe alcohol service practices
- Assisted in developing an inventory method for the bar and liquor in storage
- Assisted in ordering liquor and dry stock items
- Learned critical watch points for waste, loss, theft, and quality in a full-service establishment

Wendy's Restaurant, Meritage Hospitality Group, Colchester, CT

Shift Supervisor, 2017-2020

- Monitor food safety practices in the restaurant
- Monitor cash collection, and accurately count and deposit cash twice daily
- Successfully run a full shift, keeping drive through times low, customer satisfaction high, while coaching employees in production positions to achieve best quality
- Coach employees in customer service positions on how to upsell, recommend, and complete orders timely and accurately
- Review applications and conduct interviews for new hires
- Participate in training new employees and new management staff
- Complete cleaning charts and assign tasks to crew members
- Complete inventory sheets nightly, and orders when necessary

CERTIFICATIONS

Food Protection Manager, ServSafe

Awarded 11/2023, expires 11/2028

Certificate ID: 24869967

Responsible Beverage Server, State of California Alcoholic Beverage Control (ABC)

Awarded 10/2023, expires 10/2026

Server ID: 313396649

Level 1 Wine Sommelier, Wine & Spirit Education Trust (WSET) via The Wine Academy of Las Vegas

Awarded 11/2023

Credential ID: 600-1504-4

#31

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Page 1

Q1

Full Name:

Joanna Farnham

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am an avid walker in the neighborhood (specifically Eastside Costa Mesa) and walk anywhere up to 10-12 miles daily. My husband and I have been residents of Costa Mesa for 12 years and love our community - I'd love to serve on a city committee and be more involved!

Q4

As a Committee member, what ideas or projects are of interest to you?

Keeping pedestrians and bikers safer in Costa Mesa. Cars (and e-bikes) frequently run stop signs in our neighborhoods and I have almost been hit on numerous occasions. I'd love to help brainstorm additional ways to keep those walking/biking safe. I would also love to see more community walking / biking events, etc. and motivate those in our communities to stay active!

Q5

Respondent skipped this question

Optional Resume:

#26

COMPLETE

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Page 1

Q1

Full Name:

Jay Humphrey

Q2**Fairview Park Steering Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have been a long time advocate for Fairview Park and the natural, cultural, and recreational resources it provides to Costa Mesa. I am applying to become a member of the Fairview Park Steering committee because I believe Fairview Park is a long term repository of resources that will enhance the quality of life of all Costa Mesans and the region for generations to come. These same resources help us learn about and understand the very nature of life and the impacts that have already happened and what can be mitigated for a bright future for Fairview Park. Advising the Council and Parks and Community Services commission is vital in helping them make the best decisions for the continued availability and use of all of Fairview Park's attributes. I believe this committee's recommendations must be based on all aspects of the issues. Committee members should take into account the legal aspects along with all community input, with an open mind, in reaching a conclusion.

They should also have an understanding of the short and long term effects and outcomes of those recommendations.

I fully understand the time commitment for such a position. I have demonstrated the willingness and ability to participate completely.

As a resident of Costa Mesa, I want to assure that the quality of life we share will continue into the future and any part, which I can help mold, would be an honor. While I would be appointed by the Council, I believe my responsibility is to represent the residents of Costa Mesa

My Background/Skill Set

1. Government Experience: Costa Mesa City Council 1990-1994

Vice Mayor 1992-1994

2. Board Member: Costa Mesa Senior Center Board 1992-1995

3. Member: Costa Mesa Handicap Access Appeals Board 1994-1998

4. Member: El Toro Reuse Task Force 1991-1996

5. Business Experience: Varied from Sales to Director of Distribution, Pharmaceuticals 1970-2008

Q4

As a Committee member, what ideas or projects are of interest to you?

Restoration and Preservation of Fairview Park as a Nature Park, Finalize and Implement the Fairview Park Master Plan, Exploring ways to improve the vision and education(al) aspects of Fairview Park, explore opportunities to expand into Talbert Park(all of which is in Costa Mesa),

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.

Name:

Address:

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City/Town:

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Email Address:

Phone (cell):



Q7

By checking this box and typing my name below, I am electronically signing my application.

Signature Required:

Q8

Full Name:

Jay Humphrey

#29

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Page 1

Q1

Full Name:

Andrew Campbell

Q2

Fairview Park Steering Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I would like to continue making contributions to the park's evolution as a natural resource for both preservation and utilization. I have served on the Fairview Park Steering Committee since its inception in October 2017 and have a strong working knowledge of the committee history, the historical development of the park lands, and a 35-year career in science and engineering nurturing public resources. I am very familiar with both City projects in the park and Measure AA limitations. I have been active on the committee serving leadership terms as the vice chair and chair and on several subcommittees.

I have a unique professional skill set that is useful to Costa Mesa. In my 35+ year career, I have been a planning manager, geologist, hydrologist, a water operations and maintenance manager, and a water facilities program manager. I have chaired professional committees that involve other stakeholders, including general manager, engineers, water rights attorneys, scientists, and lay persons. I serve as a technical expert for the National Water Resources Institute and the Water Resources Federation. I regularly make technical presentations at professional conferences. I have successfully applied and receive grant funding for water projects. I continue to manage a water system that provides 40,000 acre-feet of water, which is in excess of Mesa Water District's 15,000 acre-feet of potable water delivery. With my participation, that water system is poised to grow to 45,000 acre-feet in the next 5 years through advanced water treatment and an innovative approach to aquifer injection well design. My career in water resources includes 9 years with Orange County Water District, 8 years with URS Corporation (an engineering firm), and 20 years with Inland Empire Utilities Agency.

I wish to continue providing assistance to my City and community giving freely of my experience and dedication. I have assisted the Fairview Park Coordinators and committee members through discussions on wetlands system, watersheds, bluff erosion, geology, aquifer systems, and topography. With my experiences as a planner and program manager, I have promoted ideas for Fairview Park restoration with reasonable use. I initiated the idea of the bluff trail repair that raised the perimeter road several inches to keep water from flowing over into erosional galleys. This idea was formulated through elevation surveying and observation of erosion patterns along the bluff, and suggesting the repair would both improve vernal pool inflow and slow the safety issue of bluff erosion. I have been active in responding to other City department requests for input into planning efforts that overlap with Fairview Park, such as the Storm Drain Master Plan elements in Fairview Park. I assisted Costa Mesa in their review and selection of a consultant for the master plan.

The Steering Committee is also an opportunity to support my community through my background, experience and volunteerism. Aside from my long-standing dedication to my City through the Fairview Park Steering Committee, I have been dedicated to Costa Mesa's youth through recreational sports, including being a coach and referee for AYSO soccer Region 120 (Costa Mesa-Newport Beach), a staff umpire for Little League International California District 62 (Costa Mesa-Huntington Beach-Fountain Valley), past Umpire in Chief for Costa Mesa National Little League, and an umpire for USA Softball. I have also been a leader in the local YMCA Y-Guides Programs.

As a 30 year resident of Costa Mesa, I wish to see Fairview Park come to fruition. As a young adult I would frequent the area that became Fairview Park. My children grew to adulthood having experiences available in the park, including OCME influencing my son into a love of locomotion and into his degree of applied physics. At the time of AA, I was influenced by a group of young boys making super 8 war movies among the waste soil berms and vowed that the park should be shaped to allow imagination, use, and conservation harmoniously. Each of these traits is important for the use of this space.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am interested in the geotechnical and hydrological aspects of the park, and their nexus to park restoration and public education. With my backgrounds, I have a deep appreciate for the long natural history of the park's geologic formation and the issue the City faces with bluff slope stability, removal of historical fill material, and protecting/restoring water flow, ponding, and erosion. I would like to participate in celebrating the long human history of the region. These geologic interests lend themselves to educational opportunities of the mesa formation, understanding faults, and appreciating groundwater. I am also interested in other natural science fields such as archeology and the characterization of plant and animals that visit the park. I have submitted documents to the first park administrators for docent training in these areas and would like to see such a program developed.

Q5

Respondent skipped this question

Optional Resume:

Q6

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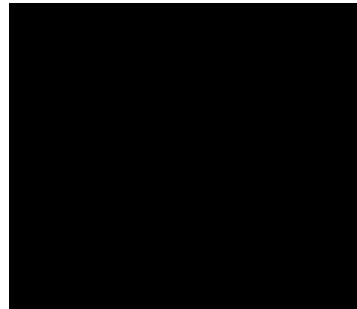
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Phone (cell):



Q7

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Signature Required:

Q8

Full Name:

Andrew Campbell

#20

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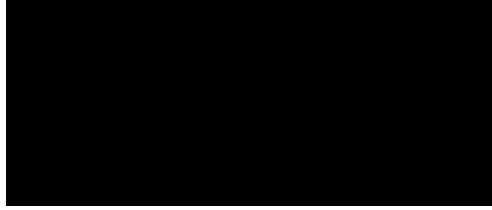
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Page 1

Q1

Full Name:

Karen D Allen-Reid

Q2

Fairview Park Steering Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I want to participate and serve on this or any committee to see if I can help be apart of change in our community. My experience is excellent customer service for over 30yrs.

Q4

As a Committee member, what ideas or projects are of interest to you?

The ideas I have is areas for community gardens, vegetables, roses and etc... What is the land used for ? Can it be rented for functions?

Q5

Respondent skipped this question

Optional Resume:

#24

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Page 1

Q1

Full Name:

SYED ZIA HUSSAIN

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,
Active Transportation Committee,
Fairview Park Steering Committee,
Finance and Pension Advisory Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am undergraduate in Urban Planning and becoming a part of the Costa Mesa City Committee can help me understand and learn more about the real-world projects and issues faced by the City.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to incorporate my studies and would like to participate in the best of my abilities and knowledge to contribute to the best possible feedback and input I can provide.

Q5

Optional Resume:

SZH-URP-CM.pdf (400.4KB)

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa

City of Costa Mesa, CA

PROFESSIONAL PROFILE

Devoted and team-oriented ESFJ personality type with over 2 years of hands-on involvement in, urban planning, community involvement, and project supervision. Described as warm-hearted and paying attention to clients, and do well with team members in the effort to accomplish defined objectives. Skilled in data analysis, organizing and conducting research, preparing data visualization of research finding of projects in compliance with municipal codes and policies. Expert in performing practical studies like social survey, or case study of urban environment. Seeking to adopt practical experience and utility-focused mind-set towards achieving defined project goals.

EDUCATION

- **Bachelor of Science in Urban and Regional Planning** 2025
Cal Poly Pomona, California, United States
- **Associate Degree in Architecture** 2019
Orange Coast College. California, United States
- **Associate Degree in Event Management** 2016
Orange Coast College. California, United States

RECREATIONAL PROJECTS

Creative Brain (After School Program) Feb - updated

- Teach classes for Art, animation, and music at the Advanced Learning Academy, Santa Ana, CA.

Community Service Leader II / City of Costa Mesa (Recreational Dept) Part-Time Jan – Mar 2024

- Supporting the R.O.C.K after-school program by actively positive learning environment and
- Demonstrating self-motivation and teamwork skills to collaborate effectively with colleagues and program participants.
- Assisting in on-field program planning and maintaining detailed records, including daily schedules, logbooks, and work hours.
- Supervising student check-ins and check-outs, coordinating activities, conducting fire drills, and providing assistance with homework, arts and crafts, and recreational games.

Student Connect SoCal Community Outreach / SCAG Project May 2023 – Jun 2023

- Engaged with the public to encourage survey participation and conducted interactive street events to gather community feedback.
- Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

INTERNSHIP EXPERIENCE

Planning Aide Intern / Cal Poly Pomona Facility Planning and Management, CA

- Maintained accurate records and organized files to ensure efficient access to project documentation and information as may be needed.
- Conducted cold calls to gather relevant data, created detailed figure-ground drawings, and performed comprehensive site and data analyses to support project planning.
- Prepared and printed architectural drawings, authored detailed reports, and handled various administrative tasks to assist in daily operations.

Administrative Intern / City of Tustin Department of Community Planning, Tustin, CA

- Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
- Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
- Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s
<https://www.youtube.com/@ocsmartcitydevelopers6812>

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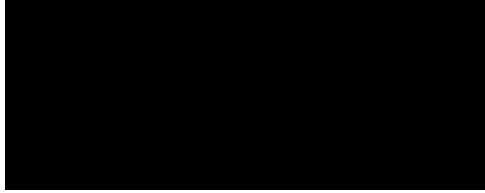
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Page 1

Q1

Full Name:

Erik William Roberts

Q2

Fairview Park Steering Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

My occupations in recent years of Airbnb host, Turo host, personal trainer, and business development manger require excellent verbal and non verbal communication skills. These skills and others have enabled me to contribute to the success of the Fairview Park Steering Committee and serve as the Committee's elected chair for the previous year.

Below are my applicable volunteer positions for further service to the City and the Fairview Park Steering Committee.

LEADERSHIP POSITIONS

Chair, Member

Fairview Park Steering Committee of Costa Mesa

2/21 - present

* Appointed by Council Member Reynolds to a four year term.

* Provide advice to the City Council regarding the implementation of the Fairview Park Master * Plan, impacts of Measure AA on Capital Improvement Program projects, maintenance and activities

* Elected Chair 12/23

Adventures Chair/Director of the Board

Orange County Cal Alumni Club

2/19 - present

* Develop events, programs with other Board members for our members. Lead group hike events in local trails and mountains.

Served on scholarship selection committee.

President/Director of the Board

Back To Natives Restoration (BTN) Santa Ana & Irvine, CA

8/10 – 7/13

■ Oversaw growth of young 501(c) 3 non-profit and assisted with the procurement of land lease from the City of Santa Ana for our first native plant nursery in spring 2011.

■ During the spring and summer of 2011, helped raise capital for and physically build greenhouse structure on BTN nursery land at Santiago Park to grow native plants for BTN restoration projects throughout Orange County for homes, schools, businesses as well as OC wildlands.

■ Top volunteer and led volunteers in the ongoing process of greenhouse/nursery construction, expansion, and maintenance at the BTN nursery at Santiago Park.

■ 2013 Graduate of the United States Forest Service and BTN Training Program (Green Shirt), certified to lead groups of volunteers in habitat restoration projects including those conducted by BTN in the Cleveland National Forest in South Orange County.

Founding Member, CA Student Sustainability Coalition, University of California 2001 - 2002

Formed the Clean Energy Coalition with like-minded students at UC Berkeley with assistance from Greenpeace to persuade campus officials and organizations of the economic, health, and environmental benefits of producing and procuring energy from cleaner sources such as the sun and wind instead of oil, coal, and natural gas.

Under its new name our group has expanded to all University of California campuses and has moved to the UC President and Board of Regents level while adding Green Building (at least a LEED silver rating) standards to the Clean Energy issue as its primary focus/demands.

Director, Board of the USCA, Berkeley, CA

1999 - 2000

Elected member of the representational democratic body that governs the USCA, sets the annual budget, and votes on proposals affecting the USCA.

Sat on the Planning Committee, which deals with purchasing properties, creating long range fiscal and physical plant plans, and other long-term issues.

Q4

As a Committee member, what ideas or projects are of interest to you?

I hope to further serve as a voting member and possible chair next year for the Fairview Park Steering Committee for these primary reasons/goals:

1. Assist with the current master plan update process in the City and through Council towards an even more nature, passive use oriented Fairview Park than in decades past.
 2. Further improve organization and structure to the Fairview Park Steering Committee itself. These efforts will include continuing to work with city officials for meeting focus, voting member representation, and efficiency.
 3. Incorporate more outside voices heard, on a regular basis, at our meetings including the CCA, Audubon society and Talbert Park. This will hopefully include yearly presentations by or Q & A with these organizations at our FPSC meetings.
 3. Help implement the Council passed Fairview Park master plan update in a timely fashion including the construction of a new native plant greenhouse, equipment building/office for Fairview Park staff, safe/protected pedestrian trails, etc.
-

Q5

Respondent skipped this question

Optional Resume:

Q6

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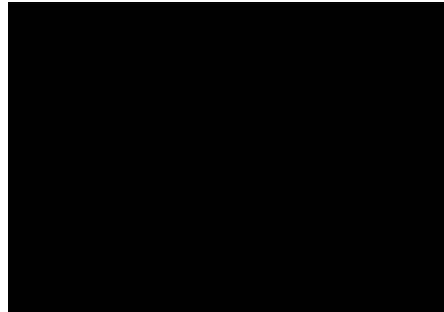
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Q7

Signature Required:

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Q8

Full Name:

Erik William Roberts

#9

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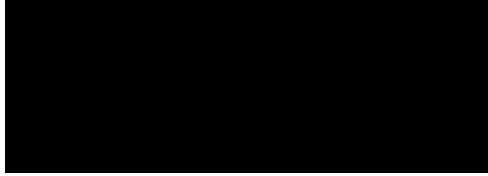
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Page 1

Q1

Full Name:

Jose L. Toscano

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,

Fairview Park Steering Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Dear city council members,

My name is Jose Toscano, and I am writing to express my interest in serving in one of two city committees: the Active Transportation Committee and the Fairview Park Steering Committee. As a longtime resident of this great city, I have been engaged and involved in finding ways to improve our city for all. This last year, I got out of my bubble and spoke with the residents. From the residents of Mesa Verde to Eastside, to College Park, to Westside, to Mesa del Mar residents, I spoke with people of all backgrounds, ethnicities, and differing views, but what I found that we had most in common was our shared love for our city. I would like to serve on any of these committees to provide a new and fresh perspective. I applied to serve on the Parks and Community Service Commission earlier this year. While I didn't get appointed, it brought a valuable experience that strengthened my motivation to serve. As the youngest commission applicant in the city's history at age 19, I found that age wasn't a barrier to making a difference. I met residents of all generations volunteering their free time with the typical shared goal of improving the city and conserving what makes it great.

I want to serve on the Fairview Park Steering Committee because Fairview Park is an important part of our community and contributes to our city's uniqueness and beauty. I'm an active community member and have been a resident of Costa Mesa practically my whole life. I believe I can contribute to advising the council on ways to preserve the park and find common-ground solutions to improve it. Fairview Park is a massive part of my childhood. When I was a kid, I remember my family couldn't afford to go to many places, and we were fortunate enough to have a vast open green space in our city to enjoy and escape from the neighborhood where I grew up that lacked any green space. I want other generations to have the same opportunity that I once did and continue to preserve the accessibility and safety of the park for all residents alike. If appointed to this committee, I will attend every meeting and strongly advocate for its conservation.

As for the Active Transportation Committee, I would like to serve for various reasons. First, for the city to be inclusive of all residents, we must take steps to protect the safety of those who can not afford a car or would like to find healthier alternatives to commute, such as biking. However, we must also consider the perspectives of residents of the affected areas where the new bike lanes will be installed. As somebody who grew up in a low-income neighborhood on the city's west side, I've witnessed firsthand the concern of transportation. Many of my neighbors had no choice but to bike to commute to do necessities such as school, work, grocery shopping, etc. To this day, I engage with people who bike in Costa Mesa daily and have brought up safety concerns. We must realize that many residents simply can't afford a car, and we must accommodate that to ensure their safety. If appointed to this committee, I will engage with all perspectives on the transportation issue and prioritize equity, sustainability, and community safety.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to see something done about planes flying over Fairview Park, which has been causing a lot of noise pollution. This has been a common concern for citizens, and I have heard a lot about it as it impacts the quality of life and the park's natural environment.

Q5

Respondent skipped this question

Optional Resume:

#11

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Page 1

Q1

Full Name:

Edwin (Bo) Glover

Q2

Fairview Park Steering Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served on the Fairview Park Steering Committee since 2022. I am currently the President & CEO of the Environmental Nature Center (ENC) in Newport Beach and have worked at the facility for the past 34 years. I am past-President of the Association of Nature Center Administrators (ANCA) and served on their board for over a decade. I am past-President of the California Society for Ecological Restoration (SERCAL) and served on their board for over a decade. Among a number of other organizations, I served on the City of Huntington Beach Environmental Board, chaired the City of Newport Beach Castaways Park Advisory Committee, served on the board of the Orange Coast River Park Conservancy and served on the U.S. Green Building Council Orange County Market Leaders Advisory Board.

Q4

As a Committee member, what ideas or projects are of interest to you?

Bringing to fruition the updated master plan.

Q5

Respondent skipped this question

Optional Resume:

#2

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Page 1

Q1

Full Name:

Denise Moon

Q2

Fairview Park Steering Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I live close to Fairview and care about not just the park, nature and accessibility. I want to improve our visitors experience.

Q4

As a Committee member, what ideas or projects are of interest to you?

Accessibility and improve visitors experience.

Q5

Respondent skipped this question

Optional Resume:

If you DO NOT receive a confirmation within 24 hours, please contact our office at (714) 754-5225.

City of Costa Mesa
Application for Committee Appointment

All information on this page only, is considered public information and will be released to the public, including being posted on the City's website.



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

Name: Terri Fuqua

Indicate the name of the Committee you are interested in serving on:

Fairview Park Steering Committee

1. Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached. (Note: All information contained on the resume is public information, will be distributed to the public and posted on the City's website).

I was on this committee previously. Present members have asked me to return as I live 4 homes away from the park and am there continually with my dog and as a member of DCME.

I feel resident guidance with environmental views are important ~~to~~ in keeping the park both useful to hobbyists and environmentalists. Both are needed. There is also some rarity in the plant culture that should be noted. And there is a need for hobbyists to be able to enjoy the park in a safe manner that is non-destructive.

2. As a Committee member, what ideas or projects are of interest to you?

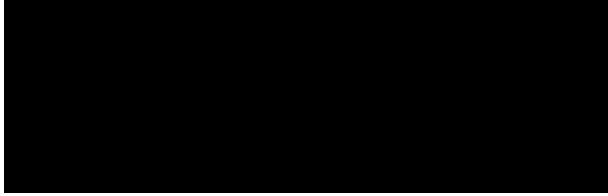
Protection of plants and animals drawn to the plant life as well as information regarding same. This space is an asset.

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Page 1

Q1

Full Name:

Drew John Murphy

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,
Fairview Park Steering Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Architectural Professional since 1983 and have lived in Costa Mesa for 43 of the last 48 years beginning in 1976.

Q4

As a Committee member, what ideas or projects are of interest to you?

Effective management of the committee's responsibility.

Q5

Respondent skipped this question

Optional Resume:

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Page 1

Q1

Full Name:

James V Peters, CLU, ChFC

Q2

Finance and Pension Advisory Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am eager to serve on the Finance and Pension Advisory Committee because I am deeply committed to supporting sound financial planning and providing strategic guidance on pension systems to ensure their sustainability and efficiency. With over 32 years of experience in financial advising, including wealth management, retirement planning, and investment strategies, I have developed a comprehensive understanding of how important financial decisions impact both individuals and institutions.

Throughout my career, I have worked closely with individuals, families, and business owners to navigate complex financial landscapes, emphasizing long-term financial security, tax-efficient investment strategies, and retirement preparedness. These experiences have equipped me with the skills to assess, evaluate, and recommend effective solutions for pension plans and broader financial management strategies.

Serving on this committee would allow me to contribute my expertise to help improve the financial health of Costa Mesa, ensuring that pension plans remain strong and provide security for all employees involved. I am particularly passionate about finding balanced, practical approaches to finance and pension management that align with both short-term needs and long-term goals, helping to create sustainable outcomes for future generations.

I am confident that my background in financial advisory services, coupled with my professional designations as a Chartered Life Underwriter (CLU) and Chartered Financial Consultant (ChFC), would enable me to offer valuable insights on financial planning and risk management. I would be honored to contribute to the important work of the committee, helping to shape policies that ensure the financial well-being of those relying on the pension system

Q4

As a Committee member, what ideas or projects are of interest to you?

As a financial advisor with extensive experience in retirement planning, wealth management, and tax-advantaged investment strategies, I am particularly interested in projects that promote the long-term financial security and sustainability of pension plans. Below are several key areas I would be excited to contribute to:

1. Enhancing Pension Plan Sustainability

One area I'm passionate about is evaluating and improving the long-term sustainability of pension plans. This could involve conducting stress tests to assess how different market conditions, demographic shifts, or economic downturns may impact the solvency of pension systems. I would be eager to collaborate on projects that seek to develop strategies for ensuring pension plans remain adequately funded and meet future obligations.

2. Optimizing Investment Strategies for Pension Funds

I am particularly interested in exploring investment strategies that optimize returns while managing risk, particularly in an environment of fluctuating interest rates and market volatility. Identifying and recommending diversified investment portfolios that balance risk, return, and liquidity needs for pension funds would be an exciting project. Additionally, incorporating tax-efficient investment practices into pension management to maximize returns for participants would be an area I'd like to focus on.

3. Retirement Planning and Financial Literacy Initiatives

Educating both pension beneficiaries and the wider community about retirement planning, financial literacy, and understanding their pension benefits is crucial. I'd be interested in spearheading initiatives aimed at improving financial literacy, helping individuals better understand their pension plans, and providing clear strategies for maximizing their retirement income. By addressing knowledge gaps and promoting informed decision-making, we can ensure that beneficiaries are better prepared for retirement.

4. Reviewing and Modernizing Pension Structures

Pension plans often face challenges as they attempt to keep up with changing work patterns, longer life expectancies, and evolving economic conditions. I am interested in collaborating on projects that assess the current pension plan structures and explore ways to modernize them. This could involve evaluating the potential for hybrid pension models that combine defined benefit and defined contribution features, as well as assessing the viability of offering more flexible retirement options to participants.

5. Exploring Pension Plan Access and Equity

Another area of interest for me is ensuring equitable access to pension plans for all individuals, including those in underrepresented or underserved communities. Projects focused on broadening participation in pension plans, addressing disparities, and improving the inclusivity of retirement benefits would be rewarding and impactful. I believe that fostering greater access to retirement savings opportunities will contribute to the overall well-being of communities.

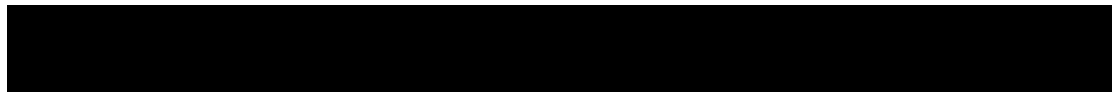
In summary, I am passionate about projects that advance the sustainability, efficiency, and inclusivity of pension systems while ensuring they remain resilient in the face of evolving economic challenges. I look forward to collaborating with fellow committee members to shape policies and projects that safeguard the financial future of all beneficiaries.

Q5

Optional Resume:

Resume.docx (17.2KB)

James V. Peters, CLU, ChFC
Private Wealth Management Advisor



SUMMARY

I am a seasoned financial advisor with over 32 years of experience in wealth management and tax-advantaged investment strategies. Specializing in retirement planning, investment management, and providing personalized financial advice to individuals and business owners. Known for building long-term client relationships and delivering tailored financial solutions.

EXPERIENCE

Grace Wealth Management – Irvine, CA

Private Wealth Management Advisor

May 2012 – Present (12+ years)

- I specialize in retirement planning and investment management for individuals and business owners.
- Provide comprehensive financial services including asset management, estate planning, and tax-advantaged investment strategies.
- Develop personalized financial plans based on client goals, helping them achieve financial independence and security.
- Foster long-term relationships by offering regular financial reviews and proactive planning.
- Collaborate with clients to create customized strategies for wealth growth, tax minimization, and retirement readiness.

Fraser Financial Group – Irvine, CA

Financial Advisor

Sep 2001 – May 2012 (10+ years)

- Advised clients on wealth accumulation, tax-efficient investment strategies, and retirement planning.
- Assisted clients in structuring their financial plans to maximize growth while minimizing risk.
- Built and maintained strong client relationships, offering tailored solutions to meet both short-term and long-term financial goals.

Northwestern Mutual – Irvine, CA

Financial Advisor

Oct 1992 – Sep 2001 (9 years)

- Provided personalized financial advice in life insurance, retirement planning, and investment management.
 - Assisted individuals and families in creating financial strategies for long-term security and wealth preservation.
 - Built a strong client base by delivering reliable, customer-focused financial solutions and services.
-

EDUCATION

Biola University – La Mirada, CA

Bachelor's Degree, Marketing

1988 – 1993

Brethren High School – Huntington Beach, CA

LICENSES & CERTIFICATIONS

- **Chartered Financial Consultant (ChFC)** – The American College of Financial Services
 - **Chartered Life Underwriter (CLU)** – The American College of Financial Services
-

SKILLS

- Wealth Management
- Financial Net Worth Statements
- Retirement Planning
- Budgeting
- Tax-Efficient Investment Strategies
- Client Relationship Management
- Estate Planning
- Debt Analysis
- Risk Management
- Medical Expense Solutions

- Financial Planning
 - Investment Management
 - Tax Analysis
 - Retirement and Cash Flow Projections
-

PROFESSIONAL ASSOCIATIONS

- Member, **The American College of Financial Services**
 - Member, **National Association of Personal Financial Advisors (NAPFA)**
-

#24

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Page 1

Q1

Full Name:

SYED ZIA HUSSAIN

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,
Active Transportation Committee,
Fairview Park Steering Committee,
Finance and Pension Advisory Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am undergraduate in Urban Planning and becoming a part of the Costa Mesa City Committee can help me understand and learn more about the real-world projects and issues faced by the City.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to incorporate my studies and would like to participate in the best of my abilities and knowledge to contribute to the best possible feedback and input I can provide.

Q5

Optional Resume:

SZH-URP-CM.pdf (400.4KB)

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

City of Costa Mesa, CA

PROFESSIONAL PROFILE

Devoted and team-oriented ESFJ personality type with over 2 years of hands-on involvement in, urban planning, community involvement, and project supervision. Described as warm-hearted and paying attention to clients, and do well with team members in the effort to accomplish defined objectives. Skilled in data analysis, organizing and conducting research, preparing data visualization of research finding of projects in compliance with municipal codes and policies. Expert in performing practical studies like social survey, or case study of urban environment. Seeking to adopt practical experience and utility-focused mind-set towards achieving defined project goals.

EDUCATION

- **Bachelor of Science in Urban and Regional Planning** 2025
Cal Poly Pomona, California, United States
- **Associate Degree in Architecture** 2019
Orange Coast College, California, United States
- **Associate Degree in Event Management** 2016
Orange Coast College, California, United States

RECREATIONAL PROJECTS

Creative Brain (After School Program) Feb - updated

- Teach classes for Art, animation, and music at the Advanced Learning Academy, Santa Ana, CA.

Community Service Leader II / City of Costa Mesa (Recreational Dept) Part-Time

Jan – Mar 2024

- Supporting the R.O.C.K after-school program by actively positive learning environment and
- Demonstrating self-motivation and teamwork skills to collaborate effectively with colleagues and program participants.
- Assisting in on-field program planning and maintaining detailed records, including daily schedules, logbooks, and work hours.
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Student Connect SoCal Community Outreach / SCAG Project

May 2023 – Jun 2023

- Engaged with the public to encourage survey participation and conducted interactive street events to gather community feedback.
- Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

INTERNSHIP EXPERIENCE

Planning Aide Intern / Cal Poly Pomona Facility Planning and Management, CA

- Maintained accurate records and organized files to ensure efficient access to project documentation and information as may be needed.
- Conducted cold calls to gather relevant data, created detailed figure-ground drawings, and performed comprehensive site and data analyses to support project planning.
- Prepared and printed architectural drawings, authored detailed reports, and handled various administrative tasks to assist in daily operations.

Administrative Intern / City of Tustin Department of Community Planning, Tustin, CA

- Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
- Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
- Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

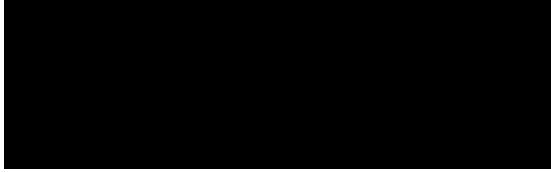
ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s
<https://www.youtube.com/@ocsmartcitydevelopers6812>

#33

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Page 1

Q1

Full Name:

Daniel Morgan

Q2

Finance and Pension Advisory Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am interested in serving on the Finance and Pension Advisory Committee for Costa Mesa because I am passionate about fiscal responsibility, long-term financial planning, and ensuring the economic sustainability of our community. As a financial professional with expertise in market analysis and risk assessment, I believe my skills align well with the committee's objectives in providing oversight and guidance on financial and pension-related matters.

Q4

As a Committee member, what ideas or projects are of interest to you?

As a member of the Finance and Pension Advisory Committee, I am particularly interested in projects that ensure the long-term financial health of Costa Mesa while maintaining a competitive and sustainable benefits structure for city employees. One key area of focus is striking the right balance between fiscal responsibility and offering attractive compensation and benefits packages that allow the city to recruit and retain top talent.

Maintaining a well-funded pension system is critical, but it must be done in a way that aligns with the city's overall financial strategy and does not overburden future budgets. I am interested in exploring data-driven approaches to pension funding, cost containment strategies, and innovative benefits structures that enhance employee satisfaction while safeguarding the city's financial stability.

Additionally, I see value in enhancing transparency in financial decision-making, ensuring that Costa Mesa residents understand the trade-offs involved in budget and pension planning. Exploring best practices from other municipalities, assessing investment strategies for pension funds, and leveraging financial forecasting tools to guide long-term decision-making are all areas where I believe I can contribute.

By balancing prudent financial management with a competitive employment environment, we can help ensure Costa Mesa remains a thriving and well-run city, both now and in the future.

Q5

Optional Resume:

Daniel%20Morgan's%20Resume.pdf (190.8KB)

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.

Name:

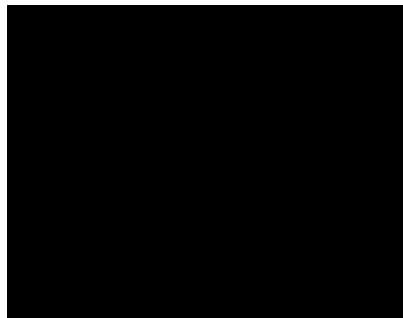
Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Daniel Morgan

DANIEL T. MORGAN

EXPERIENCE

MARTERRA GROUP

April 2017 – Present

Principal, Costa Mesa

- Responsible for all day-to-day management activities for Marterra Real Estate, a residential brokerage with +\$500M in transactions, Marterra Properties, a single and multifamily property management company with +\$250M under management, and Marterra Ventures, an investment/development company. Responsibilities include capital raising (equity and debt), acquisitions, leasing, marketing, supervising renovations, development, accounting, and corporate regulatory compliance
- Valuation consulting for Institutional Property Advisors (Marcus and Millichap), Stream Realty Advisors, and ARA Newmark

CLEARWATER SENIOR LIVING

July 2016 – April 2017

Director of Acquisitions, Newport Beach

- Responsible for sourcing and executing a programmatic acquisition/joint venture of 8 Independent Living communities/development opportunities across the western United States with an institutional multifamily developer, with an estimated transactional value of +\$400M
- Manage acquisitions process including deal sourcing, financial analysis, due diligence, Investment Committee approval, and transaction management in addition to equity and debt placement

LEHMAN BROTHERS HOLDING INC.

June 2013 – June 2016

Vice President, Irvine

- Manage a +\$400M portfolio of real estate primarily consisting of residential land located in Orange County, the Inland Empire, Arizona, and Colorado
- Evaluate portfolio and develop/execute strategy to maximize recovery in the shortest period of time while mitigating risk for the Lehman Estate through physical improvements, progressing entitlements, and other efforts to improve the marketability of assets
- Manage disposition process, including, broker selection, offering package creation, best and final interviews, bid selection, PSA negotiation and drafting, due diligence, and escrow
- Prepare and present business plans, alternative strategies, and disposition memorandums for/to the Lehman Brothers Board of Directors
- Develop and maintain relationships with various city and county officials, brokerage communities, developers, and capital sources
- Oversee underwriting and valuation of debt and equity positions of the West Coast Land Portfolio

APARTMENT REALTY ADVISORS

April 2012 – June 2013

Sr. Financial Analyst/Team Manager, Irvine

- Developed pipeline of deal flow through farming and networking with property owners, operators and investors
- Managed the creation of financial analysis, Broker Opinion of Values, Offering Memorandums, feasibility analysis, market studies and marketing proposals
- Presented financial analysis and market analysis to potential clients during listing presentations
- Coordinated due diligence and served as the liaison between buyers and property seller
- Developed a predictive rent analysis utilizing a polynomial regression analysis for development sites and value-add multifamily properties to identify and quantify opportunities

LENNAR CORPORATION, ALISO VIEJO (NYSE: LEN)

July 2008 – April 2012

Five Point Communities | Mergers & Acquisitions/ Asset Management

July 2009 - April 2012

- Selected as a founding member of Five Point Communities, a Lennar spin off responsible for managing and developing some of its largest and most complicated mixed use real estate asset holdings, including the Great Park Neighborhoods (Irvine, CA), Newhall Ranch (Valencia, CA) and a portfolio of San Francisco properties (Treasure Island, Hunters Point, & Candlestick Point). In aggregate, these assets comprise over 10MM sf of planned commercial real estate space and over 50,000 homesites
- Created institutional quality opportunity memorandums, statement of qualifications, and investor presentations
- Conducted financial analysis for acquisitions, dispositions, vertical development opportunities, debt placements, equity raising efforts, and proposed joint ventures

- Valued a wide variety of assets including developed and undeveloped land, office, retail, industrial, multifamily residential and single family residential, public utilities, golf courses, and other securitized assets

Lennar | Mergers & Acquisitions Analyst/ Asset Management

July 2008 – July 2009

- Lead portfolio analyst for the Morgan Stanley Rialto (MSR) Joint Venture. The Joint Venture managed a \$525M portfolio of over 11,000 homesites across the nation
- Lead analyst for the LandSource bankruptcy acquisition (Newhall Ranch)

PARAGON MANAGEMENT COMPANY – Privately Held Real Estate Investment Firm

Acquisitions / Asset Management Analyst, San Diego, CA

2007 – 2008

- Responsible for underwriting, deal sourcing and due diligence for acquisitions of multifamily, retail, single family development, and industrial properties
- Authored asset specific Investor Updates that analyzed project performance and local market conditions for investor communications

CENTEX HOMES (NYSE: PHM)

Inland Empire Division | Research and Development Associate, Corona, CA

Summer 2005/2006 - 2007

- Created business plans for the acquisition of subcontractors and their inclusion in the Centex supply chain
 - Projects included: vertically integrating finished carpentry, sourcing light fixtures direct from China

EDUCATION

UNIVERSITY OF CALIFORNIA IRVINE | Paul Merage School of Business

2008 - 2011

Master of Business Administration

- Fully Employed Program – Emphasis in Finance & Real Estate
- Polaris Competition – Equity Fund Management Competition, Team Captain
- AGC CUP – Mergers and Acquisitions / Investment Banking case study competition – 2nd Place of 15 teams
- Advance course work – Capital Markets, Investments, Macro Economics, & Corporate Finance

UNIVERSITY OF SAN DIEGO | School of Business Administration

2002-2006

Bachelor of Business Administration, Marketing & Finance Emphasis

- Dean's List First Honors
- Scholar Athlete: Varsity Cross Country

ADDITIONAL

- **Licensed California Broker:** 01901285
- **Skills:** Advanced Excel, Argus, MS Project, MS Visio, MS Office Suite, SharePoint, financial modeling, economic forecasting, blue print reading, residential takeoffs and estimating, CFD analysis, & School Fee analysis
- **Speaking:** CFO/COO IMN Forum (West), Side Inc Side by Side Conference, Seminar in Management of the Real Estate Enterprise at the Paul Merage School of Business on topics related to real estate valuation and financial analysis
- **Professional and Public Involvement:** Orange County Planning Commissioner (2nd District)

#35

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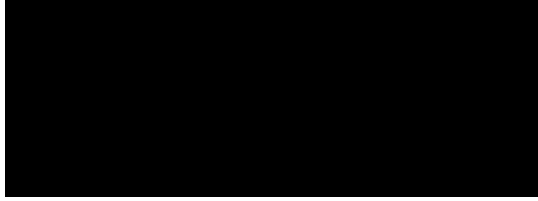
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Page 1

Q1

Full Name:

Luke Ziegenmeyer

Q2

Finance and Pension Advisory Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

My wife and I have lived in Costa Mesa since 2018, and we love this city that our two kids are now growing up in.

I have fifteen years of experience in financial strategy positions, including real estate lending and commercial banking. Throughout my career, I have held leadership roles that required strategic financial oversight, including companywide P&L management, revenue forecasting, and implementing financial controls to ensure sustained profitability. I believe that this professional experience will enable me to effectively evaluate and advise on financial decisions and budgeting for the City of Costa Mesa, within this role on the Finance and Pension Advisory Committee.

In addition, I have experience participating on several industry and nonprofit committees, including state and national advisory committees. This exposure has prepared me to be an effective contributor in these types of roles.

I am confident that my professional experience, as well as my time as a resident and homeowner in Costa Mesa, will allow me to contribute meaningfully to the Finance and Pension Advisory Committee. I am committed to helping ensure the City's continued financial health, effective budgeting and investing strategies.

LinkedIn Profile: <https://www.linkedin.com/in/lziegenmeyer/>

Q4

As a Committee member, what ideas or projects are of interest to you?

My interest in this role is the opportunity it provides me to assist my City in continuing to make financially prudent decisions that ensure the long-term health of Costa Mesa as a whole.

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.

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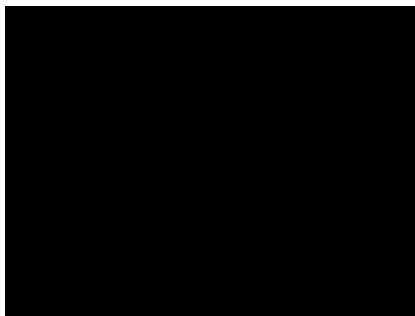
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City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

By checking this box and typing my name below, I am electronically signing my application.

Signature Required:

Q8

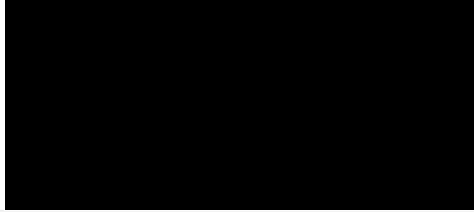
Full Name:

Luke Ziegenmeyer

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Page 1

Q1

Full Name:

Ginny Walker

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I want to make a difference in my community.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to help streamline the application and judging.

Q5

Respondent skipped this question

Optional Resume:

#23

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Page 1

Q1

Full Name:

Darrell Neft

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

We need to shift paradigms to solve our housing and social structure problems. The same old methods of solving problems providing housing will not continue to work. We need a new approach to solving these problems.

I am retired electrical engineer at the Long Beach Naval Shipyard, and a union representative at the shipyard. I have experience in designing electrical and some mechanical systems. I also have experience mediation, arbitration, grievance handling and generally trying to solve problems. I am currently a volunteer in my congregation's men's club and Sierra Club Orange County group, Orange County group political committee. I am a registered electrical engineer in California.

My career at Long Beach Naval Shipyard and as a union rep, and as an officer of the Men's Club, I had to work with budget, balance budgets, and learned to obtain the proper funds, set goals and evaluating the results.

In the 1970s I was appointed to a committee with a similar goals as this committee for the city of Costa Mesa.

Q4

As a Committee member, what ideas or projects are of interest to you?

Loneliness is the number one problem today. Loneliness reduces life expectancy by the equivalent of a pack of cigarettes a day. Housing and public service projects need to have as part of its priorities how these these projects interconnect people together not just provide a box to live in or specific project functions. We need a connected society that brings people together and provides a diverse, caring community.

Public funds cannot alone solve these problems, but we need to get various groups, social community religious groups together to interact with these projects to make them viable.

#19

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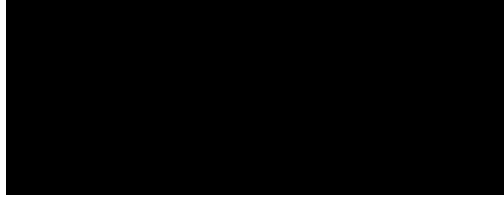
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Q1

Full Name:

Carlos Salampessy

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Housing and Public Service Grants Committee,

Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Hello! Ive worked for a Licensed Commercial Architect as an Intern for the City of Murrieta in Riverside county for a year. I am an electrical engineer student looking to become licensed for urban development and I would like to take the steps forward in being involved in urban development as i finish school and work full-time.

Q4

As a Committee member, what ideas or projects are of interest to you?

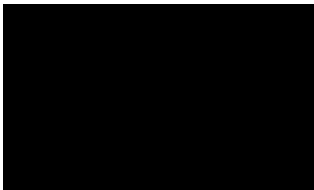
I would like to be involved in anything that is related to my studies which is traffic engineering or electrical planning and consulting. I would really like to be under some engineering to get some engineering hours and continue with my involvement in city development.

Q5

Optional Resume:

RESUME_3_2025.pdf (42.7KB)

Contact Info:



Skills

- C++ 2015
- Assembly Language
- AutoCAD 2021 & 2015
- MATLab 2024
- Microsoft Office
- Google Drive
- HAAS CNC
- FANUC CNC
- MasterCAM
- ASF Furnace operations
- Construct and read Engineering and Architectural plans
- Hand Crane Operation and Safety

Profile

My Name is Carlos Aaron Salampessy and I am 27 years old. I'm currently studying for a BS Electrical Engineering at Arizona State University. I am currently working as a CNC operator manufacturing optical lenses. At the moment I want to continue my trade skills as an optician to support my education, and obtain my Professional Engineering License.

Experience

Optician III; MKS Instruments/Newport Optics — 2024-current

Operating CNC spindle machines to polish small optical lenses for various equipment and instruments.

CNC Operator; Survival Systems International — 2024-2024

CNC Operator for HAAS and FANUC CNC machines. Programmed and setup contracts for Sikorsky aluminum parts and legacy steel parts for the company's main product, lifeboats.

Optician/Crystal Growth Technician; Coherent Corp./II-VI Aerospace & Defense — 2022-2024

Technician and optician for the fabrication of optics and laser technology for military-grade equipment. Worked on a HAAS CNC machine and eccentric spindles for abrasion of materials. Monitored and track the production of crystals using crucible furnaces. Reason for leaving: Company lay offs.

AutoCAD Designer; Empire Design Group, inc. — 2021-2022

Part-time Internship. Design As-built and Conceptual architectural plans for Residential and Commercial buildings and structures under Licensed Architect. Reason for leave: Internship.

Stock Associate; Dollar Tree, Inc. — 2015-2020

Part-time working freight and stocking inventory. I worked on and off as I went to school full-time, and worked part-time while continually attended school part-time.

Painter; Absolute Painting — 2017-2019

Full-time during the Summer. Painted homes and landscaping both interior and exterior under Contracted Painter.

Education

Vista Murrieta High School; Murrieta, CA

High School Diploma — 2015

Mt. San Jacinto Community College; San Jacinto, CA

AA Liberal Arts - Mathematics and Science — 2016-2020

Arizona State University; Phoenix, AZ

BS Electrical Engineering — 2021-2025

Projects

Architect Projects:

Commercial and Residential Projects and presentations available upon request.

Optician Projects:

Participated in a commercial breakthrough for efficient development of polishing for optics. The breakthrough used cerium oxide polishing compound with Sodium Hydroxide to improve the polishing process from 14 days to 1 day. Participated in the process to polish the surface with different abrasive compounds and test which compound can successfully be polished cost-effectively.

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Q1

Full Name:

SYED ZIA HUSSAIN

Q2

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Active Transportation Committee,
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SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

City of Costa Mesa, CA

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 - Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

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 - Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
 - Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
 - Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s
<https://www.youtube.com/@ocsmartcitydevelopers6812>

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Page 1

Q1

Full Name:

Becks Heyhoe-Khalil

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

As a current member of the Costa Mesa Housing and Public Service Grants Committee, I have seen firsthand the important role we play in ensuring that funding is allocated to programs that directly benefit our community's most vulnerable residents. It has been an honor to serve in this capacity, and I am eager to continue contributing my expertise and passion to support Costa Mesa's housing initiatives and public service programs.

I have dedicated my career to addressing homelessness, housing instability, and community development. As the Executive Director of United to End Homelessness, an initiative of Orange County United Way, I have led impactful housing initiatives and forged strong partnerships across the county.

Through my work, I have extensive experience evaluating grant proposals, working with nonprofit organizations, and ensuring funding is used efficiently and strategically. I have also been honored with the 2024 Education & Nonprofit Visionary Award for my leadership in the nonprofit sector, reinforcing my commitment to making a measurable impact.

I also serve on the Continuum of Care (CoC) Board, where I collaborate with regional stakeholders to develop and implement strategies to combat homelessness and distribute \$35m in federal funds. This role has provided me with invaluable experience in policy development, funding allocation, and interagency coordination—all of which enhance my ability to serve effectively on the Costa Mesa Housing and Public Service Grants Committee.

My continued service on this committee will allow me to apply my expertise in strategic funding allocation, program evaluation, and community engagement to ensure Costa Mesa's housing and public service grants continue to support the most effective programs. I care deeply about our city and the people we serve, and I would be honored to remain a part of this important work.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am committed to supporting evidence-based solutions that address homelessness and housing instability in Costa Mesa. My priorities include:

1. Ending Homelessness with Proven Strategies – Advocating for supportive housing models that provide stable housing alongside essential services.
2. Breaking Cycles of Poverty for Young People – Expanding education, job training, and housing programs and support services to help youth and families achieve long-term stability.
3. Keeping Seniors Housed – Supporting rental assistance, home modifications, and more to help seniors maintain safe, stable housing.
4. Providing Safe Housing for Survivors of Domestic Violence – Ensuring access to emergency shelters, transitional housing, and trauma-informed services so survivors can rebuild their lives securely.
5. Ensuring Housing Stability for Veterans – Strengthening access to HUD-VASH vouchers, rapid rehousing, and Veteran-specific supportive services to honor and support those who served.

I am dedicated to funding initiatives that maximize impact, prioritize long-term solutions, and ensure equitable access to housing and essential services in Costa Mesa.

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.

Name:

Address:

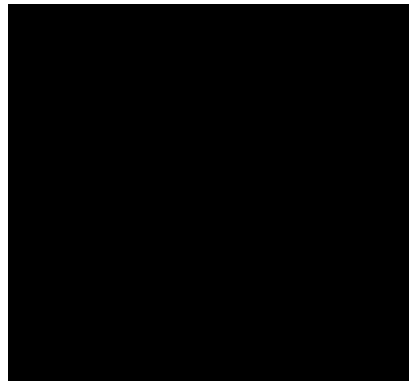
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City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

By checking this box and typing my name below, I am electronically signing my application.

Signature Required:

Q8

Full Name:

Becks Heyhoe-Khalil

#27

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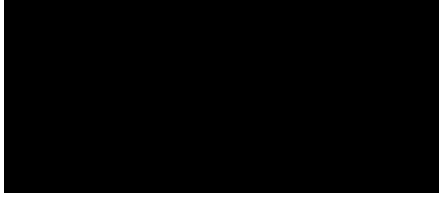
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Page 1

Q1

Full Name:

Valerie Hass

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

As a homeowner in District 3 and a parent raising three kids in Costa Mesa, I am deeply invested in the future of our city. I became a residential architect to dedicate my career to creating homes that enhance people's lives of all economic levels, and I believe thoughtful housing solutions play a crucial role in shaping a thriving, inclusive community. I want to contribute my expertise to support initiatives that increase housing accessibility and improve the quality of life for residents, particularly those facing financial or systemic barriers to stable housing.

I am passionate about being part of meaningful change in how we provide housing in Costa Mesa, and it would be an honor to contribute to this process and help move our council toward solutions that create a lasting impact. By serving on this committee, I also hope to play a role as a community advocate—connecting with Costa Mesa residents to help them understand what the city is doing to improve housing through government funding and ensuring that their needs and concerns are represented in the decision-making process.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am interested in projects that expand affordable housing opportunities and support a diverse, vibrant community. This includes funding programs that assist low-income families, seniors, and individuals experiencing housing insecurity, as well as creative housing solutions such as ADUs and adaptive reuse of existing structures. I also want to explore how public service grants can support organizations that foster inclusion—whether through housing assistance, cultural programs, or creative community spaces. Costa Mesa is a unique city with a rich mix of cultures, economic backgrounds, and creative energy, and I want to help ensure that our housing policies and public services reflect and support that diversity.

#15

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Page 1

Q1

Full Name:

Andrea Schmidt

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

As a current member of the Housing and Public Service Grants Committee, I would be honored to serve another term. With a non-profit and project management background, I have an eye for detail, have experience with making a big impact with limited resources, and a deep love for our community.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am passionate about human equality - that means making sure our unhoused neighbors are treated with dignity, our community members who suffer from violence are given resources to get out of dangerous situations, and our youth are provided the tools to grow up and be whatever they can dream of.

Q5

Optional Resume:

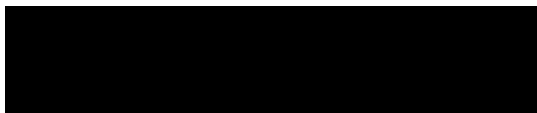
General%20(July%202024)%20.pdf (81KB)

ANDREA M. SCHMIDT

PERSONAL PROFILE

As a seasoned yet always learning Project Manager, I've worn many hats throughout my career and worked with a diverse range of stakeholders and collaborators. From public relations and non-profit health care management to compliance and finance, my experience has sculpted me into a strategic, detail-oriented, team-player who is always willing to go above and beyond. I pride myself on being an exceptional communicator both in writing and public speaking, looking at problems from all angles and coming up with creative solutions, and tackling new and innovative projects.

CONTACT



EDUCATION

University of California, Irvine, 2016

B.A. Psychology and Social Behavior

B.A. Criminology, Law, and Society

University of California, San Diego Ext, 2024

Lean Six Sigma G.B. Certificate

AWARDS

- PPOSBC Company Values Award Recipient, 20217, 2018, 20223
- Democratic Party of Orange County Annual Champion Award Honoree, 2022
- Woman of Distinction Recipient from Assemblymember Cottie Petrie-Norris District 74, 2020

VOLUNTEER EXPERIENCE

Housing/Public Service Grants Commissioner, City of Costa Mesa (August 2023 - Present)

- Works to promote resident understanding of the community development process and activities funded by the U.S. Housing and Urban Development Department, and the Community Development Block Grant.

HIGHLIGHTED SKILLS

- Exceptional communication, networking, and public speaking skills
- Strong logical and strategic thinking skills
- Highly dependable in a team environment, and simultaneously holds strong personal accountability working independently
- Able to perform under pressure and multi-task in a fast paced environment
- Thorough attention to detail and can efficiently identify and prioritize tasks
- Extremely high ethical and moral standards
- Positive, patient, and compassionate attitude

**References available upon request*

PROFESSIONAL EXPERIENCE

Planned Parenthood of Orange & San Bernardino Counties (PPOSBC)
Strategic Initiatives Project Manager (July 2024 - Present)

- Manage a wide range of strategic projects and new program implementation from intake and initiation to execution while ensuring successful delivery within the scope and timeline of project.
- Lead cross-departmental projects including facilitating workgroup meetings, tracking KPI's, and communicating outcomes to key stakeholders including Board of Directors and Executives.
- Utilize a variety of project management strategies (DMAIC, Lean Six Sigma, Gantt charts) and tools (Monday, Asana, Jira, Trello).
- Projects have varied from implementing new software for contract management, developing project management tools and templates for the organization, and streamlining approval processes between Finance, IT, and Executives.

Planned Parenthood of Orange & San Bernardino Counties (PPOSBC)
Public Affairs Senior Project Manager (July 2021 - June 2024)

- Manage strategic communications and public engagement projects and initiatives including educational and community outreach campaigns, large-scale events with over 20,000 attendees, and email and SMS programs reaching over 500,000 voters in targeted areas.
- Serve as a spokesperson for the organization in both print and broadcast media including live televised interviews, written blogs and articles, and presentations and speaking engagements. Features include Teen Vogue, Los Angeles Times, Daily Pilot, CBS 2, KCAL 9, and more.
- Ensure compliance within Federation wide grant and resource sharing agreements, state and federal campaign finance laws, and other tax and election laws, serving as the sole liaison between the organization and third-party legal counsel.
- Monitor income and expenses of \$2.5 million budget, conducting monthly financial analyses, and spearheading annual budget development.

Planned Parenthood of Orange and San Bernardino Counties (PPOSBC)
Public Affairs Community Organizer (Jan 2018 - June 2021)

- Lead event planning with a focus on supporter engagement and fundraising for the political arm of the organization
- Serve as the face of the organization to key stakeholders including donors, partner organizations, and Elected Officials, frequently speaking to large audiences and media outlets
- Manage multiple successful advocacy, political, and outreach campaigns, often simultaneously, while supervising as many as 10 staff members
- Strategically engage with and work to expand supporter base through innovative outreach strategies and professional relationship building
- Lobby state and federal elected officials on priority issues of the organization, successfully securing critical state funding from the Governors office, grants, and other revenue streams

#18

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Page 1

Q1

Full Name:

Jose Gomez

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Not only have I worked under Manuel Chavez for 4 years, but I am also very interested in the workings around the city on housing. Furthermore, I have experience working for another one of the city's committees, the Active Transportation Committee, where I have gained experience in how the city and its policy-making work.

Q4

As a Committee member, what ideas or projects are of interest to you?

I'm very interested in ensuring compliance with all of the housing coming into the city and allocating funds to the services that need it. As someone who was born and raised here, I know where the community's needs are, specifically those who are underrepresented at times, so being able to have an active role in a committee dedicated to housing and public service is something I would look forward to working on.

Q5

Optional Resume:

Jose%20Gomez%20-%20Resume%20(1).pdf (160KB)

Jose Gomez

Education

Estancia High School *Costa Mesa, CA*

Expected Graduation: June 2025

Student in Lyceum and Drama Production interested in pursuing opportunities in Entertainment and Politics
3.9 GPA

Work Experience

OC Fairgrounds and Event Center *Costa Mesa, CA*

Jul 2023-Aug 2023

Parking Ticket Seller

- Greeted guests at the entrance gate with a positive attitude to ensure their visit started on a good experience
- Handled money efficiently to give guests their tickets as diligently as possible
- Worked outdoors in the summer heat and hazardous environment
- Collaborate with others to make sure every guest experience is excellent and that we moved cars along as quickly as possible

Extracurricular Activities

Internship *Costa Mesa, CA*

Sep 2021-Present

Interning for City Councilman Manuel Chavez

- Watch and commentate at city council meetings
- Collaborate with and campaign/canvass for other politicians, such as School Board Members, County Officials, and other City Council Members.
- Spearheaded many municipal policies and helped Manuel Chavez decide his stance on City Agenda Items.

NMUSD Student Board Member *Costa Mesa, CA*

Aug 2023- Jun 2024

Estancia's Student Board Member Representative

- Participated in School Board Meetings as a representative of Estancia High School
- Cooperated with fellow Student Board Members from other schools in my district
- I met and worked with the School Board, including my District Representative, Ashley Anderson, and the Superintendent.
- Made reports on the happenings on my campus, voted on Agenda Items, and educated students at my school about the position I held
- Personally chose and helped my successor get the position after me to continue my work.

Active Transportation Committee *Costa Mesa, CA*

Nov 2023-Present

Committee Member

- Discuss and vote on municipal policies relating to Walkability/Bikeability around my city.
- Update municipal codes in correlation to current events on Active Transportation.
- Brief the City Council on Active Transportation policies and what decision would be in the City's best interest.

Katrina Foley's Young Supervisors Program *Orange County, CA*

Aug 2024-Present

Young Supervisor

- Nominated by my district and school board members for this exclusive program for outstanding and achieving high school and college students with an interest in politics
- Networking with County Officials and other Young Supervisors
- Learning about how our county is run and meeting with essential county organizations, political leaders, and other educational experiences revolving around government

Estancia Production Drama *Costa Mesa, CA*

May 2023-Present

Historian/Actor

- Rehearse our productions for hours during the school year, ending around 6 P.M. or 9 P.M.

- Run all the publicity for our Troupe, including our Instagram, TikTok, and website.
- Study and perform my roles as an actor as well as support my ensemble
- Document our classes' history to strengthen our program's rich history and traditions through recordkeeping and photography

American Legion California Boys & Girls State Sacramento, CA

June 2024

Citizen/Whig Party Committee Member/Governor's Council

- Nominated by my school to be our sole delegate for the 2024 California Boys & Girls State
- I was sent to Sacramento for a week to learn and participate in a simulated government to enhance my knowledge of government and politics further
- Ran for offices in city, county, and state government positions during the event
- Worked and socialized with other delegates from across the state, who were also recognized for their high academic standing, leadership skills, impressive achievements, great character, and interest in politics
- Helped my party, The Whig Party, win as many government seats and positions as possible in our government
- Advised the Governor on his decision-making regarding my area of expertise in the council, specifically my role as the Department of Substance Abuse

Simon Scholars Foundation Orange County, CA

May 2023-Present

Simon Scholar

- Receiving a scholarship towards higher education at a 4-year college
- Participating in events designed to educate us on how to succeed in our college and adult life
- Network with other students and professionals

Estancia Pride Club Costa Mesa, CA

Dec 2021-Jun 2022

Leadership Role

- Provided a safe space for all students to come and socialize
- Advocated for the proper treatment of all people
- Socialized with others and made connections

Estancia Board Games Club Costa Mesa, CA

Sep 2023-June 2024

Treasurer

- Was a founder and dedicated member of the club
- Socialized with others and provided a place where people could have recreational fun found nowhere else on campus
- Handled the finances of the club, such as from tournaments to put towards expenses, such as snacks or new board games for the club

Creative Writing Club Costa Mesa, CA

Oct 2024-Present

Secretary

- Participate in writing workshops revolving around different subjects such as college essays, literature, etc.
- Write short stories, books, poems, songs, screenplays, and stageplays with other writers.
- Provide a safe space for writers to collaborate to better their work and socialize with other creatives.

Community Service

Interact Club of Estancia High School Costa Mesa, CA

Nov 2023-Present

Secretary

- Keep a record of meeting minutes, manage all the club's information, and data bookkeeping.
- Plan events and club mechanics with other elected club leaders (President, Vice President, etc.).
- Participate in various community service events (Book Drives, Beach Cleanups, Bike Rodeos, etc.)

Costa Mesa Alliance for Better Streets Costa Mesa, CA

Nov 2022-Present

Member

- Participate in quarterly meetings to inform us of local news regarding Walkability and Bikeability around the city.
- Network with like-minded individuals and local politicians interested in Active Transportation

- Advocate for more walkability, likability, and public transit services around my city.
- Educate citizens around my city about Active Transportation and provide safety items for bike riders, pedestrians, bus riders, etc.

OC Strong Towns Orange County, CA

Oct 2023-Present

Member

- Participate in meetings designed to inform us on county matters and empower citizens around the county to advocate for the cause, specifically in Active Transportation.
- Network with like-minded individuals and local politicians interested in Active Transportation
- Advocate for more walkability, likability, and public transit services around the county.
- Educate citizens around my county about our mission statement and community services.

Awards and Honors

Oct 2024	Second Semester Principal's Honor Roll (for having a 4.0 or Above GPA) from Estancia High
Aug 2024	Certificate of Recognition from California State Senate
Aug 2024	Certificate of Appreciation from The American Legion, Post 291
Jun 2024	Certificate of Achievement from the American Legion California Boys & Girls State
May 2024	Spirit of the MACY's Achievement Award from the MACY's Board of Directors
Feb 2024	First Semester Principal's Honor Roll (for having a 4.0 or Above GPA) from Estancia High School
Sep 2023	Second Semester Principal's Honor Roll (for having a 3.5-3.75 GPA) from Estancia High School
May 2023	Certificate of Achievement from Coastline ROP
Apr 2023	Student of the Quarter - Yoga (3rd Quarter, Nomination by Mrs. Cazalis, Estancia High School)
Apr 2023	Student of the Quarter - Spanish (3rd Quarter, Nomination by Ms. Mejia, Estancia High School)

Language and Technical Skills

Bilingual and Biliterate (English and Spanish)

Proficient with G Suite (Google Slides, Docs, Forms, Sheets, Google Classroom, etc.), Zoom, Microsoft Teams, and Microsoft Office

References

Manuel Chavez

Costa Mesa City Councilman

- manuel.chavez@costamesaca.gov
- 949-274-2305 (Phone)

Arlis Reynolds

Costa Mesa City Councilwoman

- arlis.reynolds@costamesaca.gov
- 714-754-5107 (Phone)

Siggy Abuel

Language Arts Teacher

- sabuel@nmusd.us
- 949-514-6500 (Landline)

Mayra Figueroa

ASB Advisor/World Languages Teacher

- mafchavez@yahoo.com
- 949-285-3006 (Phone)

Robert Sterling

AVID Teacher

- rsterling@nmusd.us
- 714-444-4848 (Landline)

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Page 1

Q1

Full Name:

Drew John Murphy

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,
Fairview Park Steering Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Architectural Professional since 1983 and have lived in Costa Mesa for 43 of the last 48 years beginning in 1976.

Q4

As a Committee member, what ideas or projects are of interest to you?

Effective management of the committee's responsibility.

Q5

Respondent skipped this question

Optional Resume:

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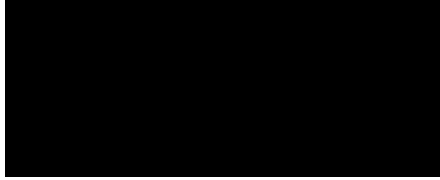
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Q1

Full Name:

Alma Fausto

Q2

Housing and Public Service Grants Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am excited to apply to the Housing and Public Service Grants Committee, eager to contribute my skills and deep-rooted connection to Costa Mesa to ensure that critical funding is allocated effectively for the benefit of our community.

My background as a writer and journalist for the Orange County Register has given me the ability to research, analyze, and communicate complex ideas clearly. Currently, I serve as Director of Campaign & Executive Communications for the Hoag Hospital Foundation, the philanthropic arm of the Hoag Health System. I work closely with a wide range of stakeholders—donors, clinicians, patients, and community partners—each with their own priorities. My role is interpersonal, requiring me to build relationships, craft compelling narratives, and philanthropic proposals.

Costa Mesa is not just where I grew up—it is my home. As a proud graduate of Costa Mesa's public schools, I was fortunate to benefit from the resources and enriching experiences provided by local organizations. While I have had the opportunity to travel and live in other places, this city holds a special place in my heart, and my family continues to proudly reside in this community. I also believe in being a good steward of public funds, ensuring that resources are allocated wisely to organizations that will create meaningful impact.

This would be my first foray into government involvement, and I recognize that there will be a learning curve. However, I am eager to learn and I am committed to approaching this role with dedication and an open mind. With my combined experience in storytelling, communications, and philanthropy, I believe I can bring a thoughtful, informed perspective to the committee's work.

Thank you for your time and consideration.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am especially interested in education, children's literacy, and skill-based learning. I recognize that homelessness remains a central issue in our community, affecting many families, including children. I would be eager to learn how we can do more to support these families, ensuring that children can focus on their education and experience the fundamental joys of childhood.

Additionally, I believe it's crucial to help individuals develop new skills or strengthen foundational ones, such as reading and writing. I know the city already partners with several nonprofits supporting children, seniors, and those experiencing homelessness, and I would be excited to build on that support to help even more people thrive.

I recognize the importance of funding programs that promote long-term sustainability and empowerment. I would be eager to learn how we can ensure that resources are used strategically to create lasting, positive change.

In general, I would be interested in learning more about the process for soliciting and receiving grant applications, exploring opportunities to diversify the initiatives the city funds, and identifying ways to maximize our collective impact in the community. I'm also genuinely interested in being civically engaged, as I believe it's important to contribute to the growth and well-being of our Costa Mesa neighbors.

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.

Name:

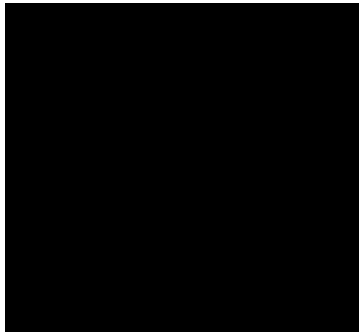
Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

By checking this box and typing my name below, I am electronically signing my application.

Signature Required:

Q8

Full Name:

Alma Fausto

#19

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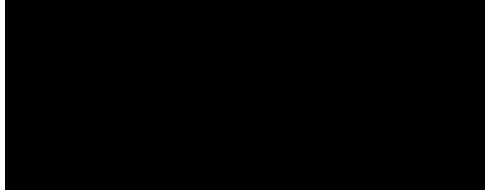
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Q1

Full Name:

Carlos Salampessy

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Housing and Public Service Grants Committee,

Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Hello! Ive worked for a Licensed Commercial Architect as an Intern for the City of Murrieta in Riverside county for a year. I am an electrical engineer student looking to become licensed for urban development and I would like to take the steps forward in being involved in urban development as i finish school and work full-time.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to be involved in anything that is related to my studies which is traffic engineering or electrical planning and consulting. I would really like to be under some engineering to get some engineering hours and continue with my involvement in city development.

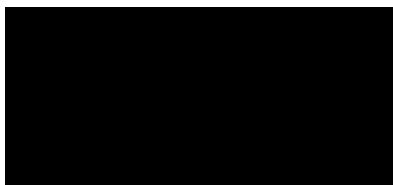
Q5

Optional Resume:

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CARLOS SALAMPESSY

Contact Info:



Skills

- C++ 2015
- Assembly Language
- AutoCAD 2021 & 2015
- MATLab 2024
- Microsoft Office
- Google Drive
- HAAS CNC
- FANUC CNC
- MasterCAM
- ASF Furnace operations
- Construct and read Engineering and Architectural plans
- Hand Crane Operation and Safety

Profile

My Name is Carlos Aaron Salampessy and I am 27 years old. I'm currently studying for a BS Electrical Engineering at Arizona State University. I am currently working as a CNC operator manufacturing optical lenses. At the moment I want to continue my trade skills as an optician to support my education, and obtain my Professional Engineering License.

Experience

Optician III; MKS Instruments/Newport Optics — 2024-current

Operating CNC spindle machines to polish small optical lenses for various equipment and instruments.

CNC Operator; Survival Systems International — 2024-2024

CNC Operator for HAAS and FANUC CNC machines. Programmed and setup contracts for Sikorsky aluminum parts and legacy steel parts for the company's main product, lifeboats.

Optician/Crystal Growth Technician; Coherent Corp./II-VI Aerospace & Defense — 2022-2024

Technician and optician for the fabrication of optics and laser technology for military-grade equipment. Worked on a HAAS CNC machine and eccentric spindles for abrasion of materials. Monitored and track the production of crystals using crucible furnaces. Reason for leaving: Company lay offs.

AutoCAD Designer; Empire Design Group, inc. — 2021-2022

Part-time Internship. Design As-built and Conceptual architectural plans for Residential and Commercial buildings and structures under Licensed Architect. Reason for leave: Internship.

Stock Associate; Dollar Tree, Inc. — 2015-2020

Part-time working freight and stocking inventory. I worked on and off as I went to school full-time, and worked part-time while continually attended school part-time.

Painter; Absolute Painting — 2017-2019

Full-time during the Summer. Painted homes and landscaping both interior and exterior under Contracted Painter.

Education

Vista Murrieta High School; Murrieta, CA

High School Diploma — 2015

Mt. San Jacinto Community College; San Jacinto, CA

AA Liberal Arts - Mathematics and Science — 2016-2020

Arizona State University; Phoenix, AZ

BS Electrical Engineering — 2021-2025

Projects

Architect Projects:

Commercial and Residential Projects and presentations available upon request.

Optician Projects:

Participated in a commercial breakthrough for efficient development of polishing for optics. The breakthrough used cerium oxide polishing compound with Sodium Hydroxide to improve the polishing process from 14 days to 1 day. Participated in the process to polish the surface with different abrasive compounds and test which compound can successfully be polished cost-effectively.

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Q1

Full Name:

SYED ZIA HUSSAIN

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,
Active Transportation Committee,
Fairview Park Steering Committee,
Finance and Pension Advisory Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am undergraduate in Urban Planning and becoming a part of the Costa Mesa City Committee can help me understand and learn more about the real-world projects and issues faced by the City.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to incorporate my studies and would like to participate in the best of my abilities and knowledge to contribute to the best possible feedback and input I can provide.

Q5

Optional Resume:

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SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

City of Costa Mesa, CA

PROFESSIONAL PROFILE

Devoted and team-oriented ESFJ personality type with over 2 years of hands-on involvement in, urban planning, community involvement, and project supervision. Described as warm-hearted and paying attention to clients, and do well with team members in the effort to accomplish defined objectives. Skilled in data analysis, organizing and conducting research, preparing data visualization of research finding of projects in compliance with municipal codes and policies. Expert in performing practical studies like social survey, or case study of urban environment. Seeking to adopt practical experience and utility-focused mind-set towards achieving defined project goals.

EDUCATION

- **Bachelor of Science in Urban and Regional Planning** 2025
Cal Poly Pomona, California, United States
- **Associate Degree in Architecture** 2019
Orange Coast College. California, United States
- **Associate Degree in Event Management** 2016
Orange Coast College. California, United States

RECREATIONAL PROJECTS

Creative Brain (After School Program) Feb - updated

- Teach classes for Art, animation, and music at the Advanced Learning Academy, Santa Ana, CA.

Community Service Leader II / City of Costa Mesa (Recreational Dept) Part-Time

Jan – Mar 2024

- Supporting the R.O.C.K after-school program by actively positive learning environment and
- Demonstrating self-motivation and teamwork skills to collaborate effectively with colleagues and program participants.
- Assisting in on-field program planning and maintaining detailed records, including daily schedules, logbooks, and work hours.
- Supervising student check-ins and check-outs, coordinating activities, conducting fire drills, and providing assistance with homework, arts and crafts, and recreational games.

Student Connect SoCal Community Outreach / SCAG Project

May 2023 – Jun 2023

- Engaged with the public to encourage survey participation and conducted interactive street events to gather community feedback.
- Researched potential locations for future surveys and provided strategic recommendations to enhance outreach efforts.

INTERNSHIP EXPERIENCE

Planning Aide Intern / Cal Poly Pomona Facility Planning and Management, CA

- Maintained accurate records and organized files to ensure efficient access to project documentation and information as may be needed.
- Conducted cold calls to gather relevant data, created detailed figure-ground drawings, and performed comprehensive site and data analyses to support project planning.
- Prepared and printed architectural drawings, authored detailed reports, and handled various administrative tasks to assist in daily operations.

Administrative Intern / City of Tustin Department of Community Planning, Tustin, CA

- Reviewed variance applications, conditional permits, and design reviews to ensure compliance with planning standards and regulations.
- Conducted quality control checks and updated code files to maintain accuracy and consistency within project documentation.
- Analysed and evaluated General Plans, zoning ordinances, subdivision plans, and environmental reports to support informed decision-making.

SKILLS

Communication | Interpersonal Relation | People Management | Project Support | Report Writing | Urban Planning | Urban Design | MS Office | SketchUp | Rhino | AutoCAD | Adobe Creative Suite | Micro-Station | ArcGIS | InDesign | Research | Customer Service | Marketing and Sales | Organizational Skills | General Clerical Tasks | Data Management | Data Entry | Data Visualization

MEMBERSHIP

- Member of Mobile Housing Committee, City of Costa Mesa, CA
- American Planning Association

ACHIEVEMENT:

- Fonder of “Smart City Developers” (Students and young professionals NP organization. Organize seminars, produce documentaries, and community development projects)
- [Smart City Developers - YouTube](https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s) (channel)
https://www.youtube.com/watch?v=6hnuY80V_PM&t=18s
<https://www.youtube.com/@ocsmartcitydevelopers6812>

#32

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Page 1

Q1

Full Name:

Nicholas Lapating

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,

Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

My career path has been focused on transportation and mobility. As a resident of Costa Mesa I want to apply my skill set to assisting in performing my civic duty to help better the community in which i live.

Q4

As a Committee member, what ideas or projects are of interest to you?

As a proud resident of Costa Mesa it has been amazing to see the growth that the city has experienced as well as the elevated commerce and cultural options. With that growth it will be imperative to have the proper transportation network of all mobilities as well as have a sound parking plan for areas that are over parked and with low inventory exceeding capacity.

Q5

Optional Resume:

Resume%20-%20Nick%20Lapating.pdf (35.1KB)

NICHOLAS LAPATING

Orange County CA

A twenty-year parking professional with a strong background operations throughout Southern California. A compassionate leader with a strong moral compass and a high emotional intelligence, who is focused on the success of his teams. Is process driven to achieve goals and often takes on changing tasks with tact, resilience, and poise.

EXPERIENCE

GENERAL MANAGER

LAZ Parking | Orange County, CA

October 2022 - Present

Currently responsibilities for operations management, business development, and client & customer satisfaction throughout Orange and Riverside Counties. Has also developed a strong, specialized operational team to support the diverse portfolio of locations including municipal, enforcement, transportation, healthcare, retail, restaurant, and commercial locations. In the first year as General Manager added an additional 10 locations through organic growth and winning new deals accounting for \$378K in new annualized DLOP.

DIRECTOR OF OPERATIONS

LAZ Parking | Orange County, CA

July 2016 – October 2022

Managed the financials and operations of 80+ locations, 800+ employees and 50 managers throughout Orange and Riverside Counties. Oversaw growth of the OC market from 2.38M DLOP increasing to 3.16M in DLOP over this period.

PORTFOLIO MANAGER

LAZ Parking | Los Angeles, CA

February 2010 – June 2016

Joined the LA region as an assistant manager of the 2nd location in the region. Worked in multiple roles helping to grow the region with a location count increasing to over 200 locations.

LOCATION MANAGER

LAZ Parking | Los Angeles, CA

August 2006 – January 2010

LOCATION MANAGER

Signature Parking | Santa Barbara, CA

October 2004 – July 2006

EDUCATION

DOUBLE MAJOR: BACHELOR OF ARTS SOCIOLOGY & BACHELOR OF ARTS GEOGRAPHY

University of California Santa Barbara

September 2005

#3

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Q1

Full Name:

Stephen Brahs

Q2

Traffic Impact Fee Ad Hoc Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have 35 years of experience in Real Estate Development. Most of this experience was at the Irvine Company where I was responsible for our Office Portfolio, our Ground Leases, our Hotels, our Marina Slips, and our Golf courses. I believe I can benefit our City by volunteering for this Committee.

Q4

As a Committee member, what ideas or projects are of interest to you?

Everything related to the aesthetics of our City and the City's cost and expenses

Q5

Respondent skipped this question

Optional Resume:

#21

COMPLETE

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Page 1

Q1

Full Name:

Drew John Murphy

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee,
Fairview Park Steering Committee,
Housing and Public Service Grants Committee,
Traffic Impact Fee Ad Hoc Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Architectural Professional since 1983 and have lived in Costa Mesa for 43 of the last 48 years beginning in 1976.

Q4

As a Committee member, what ideas or projects are of interest to you?

Effective management of the committee's responsibility.

Q5

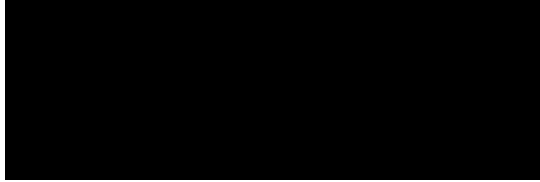
Respondent skipped this question

Optional Resume:

#30

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Page 1

Q1

Full Name:

Eric Vu

Q2

Traffic Impact Fee Ad Hoc Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I'm a real estate professional studying values, traffic, demographics. Most of work is in other states and I invest and develop in other areas outside of Costa Mesa. I live in Costa Mesa and could lend my knowledge to help our city.

Q4

As a Committee member, what ideas or projects are of interest to you?

Any ideas or projects that will keep the city safe for a very long time. Including sidewalks, lighting, traffic control signage etc.

Q5

Respondent skipped this question

Optional Resume:

#36

COMPLETE

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Page 1

Q1

Full Name:

Jim Fitzpatrick

Q2

Active Transportation Committee

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I seek to serve on this committee to utilize my knowledge and relationships to achieve desired outcomes in my City Costa Mesa!

Relevant and necessary experience:

- * Former Chair, Costa Mesa Planning Commission
- * Former Elected Director, Cost Mesa Sanitary District
- * Former Board Member, Costa Mesa Chamber of Commerce
- * Former Planning Commissioner Representative to the TIF Ad Hoc
- * International Business Executive, Country Manager with P&L Responsibility
- * Currently on Ad Hoc for International Traffic Engineers, discussing
 - Cannabis Retail Stores
 - Electric Vehicle Charging Stations
- * 23 year Costa Mesa Resident

I can satisfy the following Committee criteria requirements, based on experience and current role and responsibilities:

- * Major Developer's Representative
 - 20 Acre mixed use, specific plan, and programming of space, bringing in tenants and securing municipal approvals, including source power in a constrained environment
 - 100 Unit Residential, adding 80 Units
 - Large Commercial Retail revitalization
- * Small Developer Representative
 - processed more than 2 dozen Entitlements in Costa Mesa alone. Involved in other Cities, that brings necessary perspective
- * At large position
 - Dozens of smaller projects, from Entitlement to Building Plans, power upgrades, encroachment permit all the way through certificate of occupancy

Almost all of this experience has engaged in consideration of traffic impact fees, trip generation, reduction in vehicle miles travels

I have unique city knowledge and vast relationships to not only form the basis of my opinions and recommendation but also seek necessary feedback and perspective on mission critical items

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to broaden the committees scope from what the ultimate traffic impact fees is, but to discuss how and where the city applies the calculations and how the city utilizes the fees collected to balance the needs of the city while remaining business friendly

Filled out online ... please excuse any typos

Q5

Respondent skipped this question

Optional Resume:

If you **DO NOT** receive a confirmation within 24 hours, please contact our office at (714) 754-5225.

City of Costa Mesa Application for Commission Appointment

All information on this page only, is considered public information and will be released to the public, including being posted on the City's website.

Name: George M.K. Sakioka

Indicate the name of the Commission you are interested in serving on:



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

1. 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.

(Note: All information contained on the resume is public information, will be distributed to the public and posted on the City's website).

As the Managing Member of the Sakioka Company, I have been involved in the entitlement and development of real estate in Southern California for more than 30 years. Sakioka Company, LLC is a privately held real estate investment and development company based in Costa Mesa, California.

I have a bachelor's degree in economics from the University of California and an MBA from the UCLA Anderson School of Management.

My experience working with the City and processing various entitlements for our property in North Costa Mesa may provide insight to the committee.

I have served as a member of the Traffic Impact Fee Ad Hoc Committee since 1998. I hope to serve and contribute to this committee to bring the landowner/developer perspective to the process of planning for the City's existing and future transportation needs.

2. As a Commission member, what ideas or projects are of interest to you?

I wish to continue to serve on this committee to bring the large landowner/developer perspective to the process of planning for the City's existing and future transportation needs.