



# **CITY OF COSTA MESA**

## **REGULAR CITY COUNCIL AND HOUSING AUTHORITY\***

### **Agenda**

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**Tuesday, May 20, 2025**

**6:00 PM**

**City Council Chambers  
77 Fair Drive**

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**\*Note: All agency memberships are reflected in the title "Council Member"  
3:00 P.M. Special Closed Session**

Council Member Reynolds will be attending the meeting via Zoom Webinar from:  
915 L Street  
Sacramento, CA 95814

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](http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true) and online at [youtube.com/costamesatv](https://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 3:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1>

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

Enter Webinar ID: 899 8281 2676/ Password: 772583

- 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 3:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 899 8281 2676/ Password: 772583

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

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. 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](mailto:cityclerk@costamesaca.gov) NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

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

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

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

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

**SPECIAL CLOSED SESSION - 3:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

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

**CLOSED SESSION ITEMS:**

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Ohio House, LLC v. City of Costa Mesa, USDC, Central District of CA, Case No. 8:19 cv 01710 DOC (KESx)
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: City of Costa Mesa v. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals, Orange County Superior Court Case No. 30-2018-01006173-CU-OR-NJC.
3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa, U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Pursuant to California Government Code Section 54956.8  
APN: 424-051-23; Property: 778 Shalimar Drive, Costa Mesa, CA 92627  
Agency Negotiators: Cecilia Gallardo-Daly, Assistant City Manager  
Negotiating Parties: Dominic Bulone  
Under Negotiation: Price and Terms of Payment
5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Pursuant to California Government Code Section 54956.8  
Fairview Developmental Center; APN: 420-012-16  
Property: 2501 Harbor Blvd., Costa Mesa, CA 92626  
Agency Negotiators: Cecilia Gallardo-Daly, Assistant City Manager  
Negotiating Parties: State of California  
Under Negotiation: Price and Terms of Payment

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Pursuant to California Government Code Section 54956.8  
APN: 140-041-81  
Property: 3333 Susan Street, Costa Mesa, CA 92626  
Agency Negotiator: Cecilia Gallardo-Daly, Assistant City Manager  
Negotiating Parties: Legacy Partners  
Under Negotiation: Price and Terms of Payment
7. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa Police Association (CMPA)
8. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa Police Management Association (CMPMA)
9. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA)
10. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa Confidential Unit
11. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa Division Managers Association
12. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa Confidential Management Unit
13. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6(a)  
Agency Designated Representative: Cecilia Gallardo-Daly, Assistant City Manager  
Name of Employee Organization: Costa Mesa City Executive Unit

14. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES  
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
15. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE  
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation  
Name of Case: City and County of San Francisco, et al. v. Trump, USDC N . Dist. of CA, Case No. 25-cv-01350-WHO

**REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY**

**MAY 20, 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

**CECILIA GALLARDO-DALY**  
Assistant 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: Recognition of Corrina Ruffini - CIF Diving Championship
2. Presentation: Recognition of NMUSD Student Athletes

**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 Pettis
2. Council Member Buley
3. Council Member Gameros
4. Council Member Marr
5. Council Member Reynolds
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 25-304 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\*\*](#) [\*\*25-305\*\*](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Back Bay Gardens HOA, Johnny Guevara, Elena Montoya, Shannon Raab, John Raab.

3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[25-297](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2734.

**Attachments:** [1. Summary Check Registration 4-24-25](#)  
[2. Summary Check Registration 5-1-25](#)

4. **[MINUTES](#)** **[25-307](#)**

RECOMMENDATION:

City Council approve the minutes of the Special Study Session of April 22, 2025.

**Attachments:** [1. 04-22-2025 Draft Minutes](#)

5. **[PROFESSIONAL SERVICES AGREEMENT WITH GALLS, LLC FOR 25-291 UNIFORMS, ALTERATIONS AND DUTY GEAR](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Galls, LLC for uniforms, alterations, and duty gear for an initial two years, effective July 1, 2025-June 30, 2027, with three one-year renewal options for a total not to exceed amount of \$175,000 annually.
2. Approve the Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**Attachments:** [1. CMPD PSA with GALLS LLC](#)

6. **[SECOND AMENDMENT TO THE WASTE DISPOSAL AGREEMENT 25-290 WITH THE COUNTY OF ORANGE](#)**

RECOMMENDATION:

Staff recommends the City Council approve the Second Amendment to the Waste Disposal Agreement with the County of Orange.

**Attachments:** [1. Waste Disposal Agreement](#)  
[2. Proposed Second Amendment to WDA](#)



7. [PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL 25-263  
ENVIRONMENTAL AND TECHNICAL SERVICES LIST](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a three-year Professional Services Agreement (PSA) with two one-year renewals with each consulting firm listed below from July 1, 2025 - June 30, 2030, in substantially the form as attached and in such final form as approved by the City Attorney for on-call staff support for environmental and technical services:
  - Ascent Environmental, Inc.
  - Chambers Group, Inc.
  - Dudek
  - EPD Solutions, Inc.
  - First Carbon Solutions
  - Kimley-Horn and Associates, Inc.
  - LSA Associates, Inc.
  - Michael Baker International
2. Authorize the City Manager, or designee, and City Clerk to execute the PSA and future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

**Attachments:** [1. RFP and Sample PSA](#)

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

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

**PUBLIC HEARINGS:**

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

1. [\*\*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DESIGNATING LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES IN THE CITY OF COSTA MESA, AS IDENTIFIED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178\*\*](#)

**RECOMMENDATION:**

Staff recommends the City Council introduce for first reading, by title only and further reading waived, Ordinance 2025-xx of the City Council of the City of Costa Mesa, California, designating moderate and high Local Responsibility Area Fire Hazard Severity Zones by map within the jurisdiction of the City of Costa Mesa.

**Attachments:** [1. Draft Ordinance](#)  
[2. Fire Hazard Severity Zones Map](#)

2. [PUBLIC HEARING FOR 2025-2029 CONSOLIDATED PLAN, 25-252 INCLUDING FISCAL YEAR 2025-2026 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) AND HOME INVESTMENT PARTNERSHIPS PROGRAM \(HOME\), AMENDED CITIZEN PARTICIPATION PLAN, AND 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and the amended Citizen Participation Plan, and the 2025-2029 Orange County Regional Assessment of Fair Housing.
2. Approve the recommended allocation of \$907,261 for the Fiscal Year (FY) 2025-2026 Community Development Block Grant.
3. Approve the recommended allocation of \$378,720 for the Fiscal Year (FY) 2025-2026 HOME Investment Partnerships Grant.
4. Adopt Resolution No. 2025-XX (Attachment 1) to:
  - Approve the 2025-2029 Consolidated Plan including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan.
  - Approve the 2025-2029 Orange County Regional Assessment of Fair Housing.
  - Authorize the Acting City Manager, or the Acting City Manager's designee, to submit the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan, to the U.S. Department of Housing and Urban Development.
  - Designate the Acting City Manager, or the Acting City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements and subrecipient agreements for the use of funds approved in the 2025-2026 Annual Action Plan.

**Attachments:** [Agenda Report](#)

[1. Resolution](#)

[2. Draft 2025-2029 ConPlan](#)

[3. ConPlan Appendices](#)

[4. Public Service Grant Recommendations](#)

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

1. [LEGISLATIVE UPDATE AND APPROVAL OF A LEGISLATIVE 25-303 PLATFORM AND LEGISLATIVE MATRIX](#)

**RECOMMENDATION:**

Receive and file update on Federal and State budgets from Townsend Public Affairs. Review and adopt the proposed Legislative Platform and recommended legislative positions.

**Attachments:** [1. Legislative Platform by Strategic Goals](#)  
[2. Council Policy 000-8](#)  
[3. Legislative Matrix](#)

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

**ADJOURNMENT**



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-304

**Meeting Date:** 5/20/2025

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**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

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**File #:** 25-305

**Meeting Date:** 5/20/2025

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**TITLE:**

**READING FOLDER**

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

**RECOMMENDATION:**

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Back Bay Gardens HOA, Johnny Guevara, Elena Montoya, Shannon Raab, John Raab.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-297

**Meeting Date:** 5/20/2025

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**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. 2734.

**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. 25-08 "A" Off Cycle for \$3,049.62 and 25-09 On Cycle for \$3,951,788.93, and City operating expenses for \$3,275,732.11.

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253285	04/25/25	P	CalPERS Long-Term Care Program	0000006287	93.96
		Line Description: Payroll Dedcution 25-09			
0253286	04/25/25	P	Pamela Lilly	0000025324	750.00
		Line Description: Payroll Deduction 25-09			
TOTAL					\$843.96

0 \*
 

843.96 +

48,719.74 +

1,558,950.9 +

27,818.14 +

27,320.95 -

1,609,011.79 \*



Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019894	04/25/25	P	Arlis Reynolds	0000023997	284.40
			Line Description: SCAG Reginal Conf		
019895	04/25/25	P	Bryan McMahon	0000027367	1,500.00
			Line Description: Comm Risk Reduction Fire/EMS		
019896	04/25/25	P	CDW Government Inc	0000005402	10,559.98
			Line Description: DROPBOX RENEWAL Replacement Printer for Record		
019897	04/25/25	P	Cecilia Gallardo Daly	0000030706	284.40
			Line Description: SCAG Reginal Conf		
019898	04/25/25	P	Costa Mesa Employees Association	0000006284	4,626.71
			Line Description: Payroll Dedcution 25-09		
019899	04/25/25	P	Costa Mesa Executive Club	0000006286	360.00
			Line Description: Payroll Dedcution 25-09		
019900	04/25/25	P	Costa Mesa Firefighters Association	0000001812	8,887.50
			Line Description: Payroll Dedcution 25-09		
019901	04/25/25	P	Costa Mesa Police Association	0000001819	6,720.00
			Line Description: Payroll Dedcution 25-09		
019902	04/25/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Dedcution 25-09		
019903	04/25/25	P	Daniel Holl	0000023321	387.00

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: SWAR Team Leader		
019904	04/25/25	P	Doug Ferguson	0000012703	250.00
			Line Description: Paramedic License Renewal		
019905	04/25/25	P	Erik Nippert	0000026147	80.00
			Line Description: ICI Core Course		
019906	04/25/25	P	George Maridakis	0000018528	54.00
			Line Description: Field Trng Program SAC Course		
019907	04/25/25	P	Granicus LLC	0000015382	11,969.51
			Line Description: Annual Description 4/1-6/30/25		
019908	04/25/25	P	Jared Barnes	0000014094	387.00
			Line Description: SWAT Commander Conf		
019909	04/25/25	P	Jeremy Jimenez	0000020048	250.00
			Line Description: Paramedic License Renewal		
019910	04/25/25	P	Joelle Kurzeja	0000031252	161.15
			Line Description: Replacement PR Check #2036454		
019911	04/25/25	P	John Glasgow	0000008875	250.00
			Line Description: Paramedic License Renewal		
019912	04/25/25	P	Kevin M Ruhl II	0000020438	326.00
			Line Description: Chief Fire Officer 3B Chief Fire Officer 3A		

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>
019913	04/25/25	P	Kevin Reddy	0000020597	250.00
			<i>Line Description:</i> Paramedic License Renewl		
019914	04/25/25	P	Kyle Myszka	0000029190	360.00
			<i>Line Description:</i> ICS 300		
019915	04/25/25	P	Miniko Tate	0000031251	44.09
			<i>Line Description:</i> Replace Payroll Ck #23-22		
019916	04/25/25	P	Ryan Bohr	0000027031	333.00
			<i>Line Description:</i> TESSA Conf		
019917	04/25/25	P	Sally Ortiz	0000026155	80.00
			<i>Line Description:</i> ICI Core Course		
<b>TOTAL</b>					<b>\$48,719.74</b>

## SUMMARY CHECK REGISTER

Run Date Apr 24,2025

Run Time 11:45:22 AM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0253165	04/25/25	P	Bound Tree Medical LLC	0000011695		39,251.43
		Line Description:	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies			
0253166	04/25/25	P	Dell Computer Corp	0000001962		98,932.56
		Line Description:	SQL Server Standard Core ALng			
0253167	04/25/25	P	Econolite Systems, inc	0000030165		19,246.22
		Line Description:	P65 Signal Cabinet			
0253168	04/25/25	P	Endemic Environmental Services Inc	0000021277		27,061.13
		Line Description:	FVP Wetland Maint 2/16-2/28/25 FVP Wetland Maint 2/1-2/15/25			
0253169	04/25/25	P	Executive Facilities Services Inc	0000029510		52,807.14
		Line Description:	Janitorial Services - PD Janitorial Services - BCC Janitorial Services - DRC Janitorial Services - Senior C Janitorial Services - FS1-6 Janitorial Services - Bridge S Janitorial Services - City Hal			

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Janitorial Services - Corp Yar Janitorial Services - PD Commu Janitorial Services - Police S Janitorial Services - Fairview Janitorial Services - All Othe Janitorial Services - NHCC		
0253170	04/25/25	P	FALCK MOBILE HEALTH CORP.	0000019807	196,621.08
			<i>Line Description:</i> Ambulance Svc 3/1-3/15/25 Ambulance Svc 3/16-3/31/25		
0253171	04/25/25	P	Ken Grody Ford	0000030478	53,966.58
			<i>Line Description:</i> Reminaing Balance for Cab & Ch		
0253172	04/25/25	P	Pinnacle Petroleum, Inc	0000029315	21,970.25
			<i>Line Description:</i> Unleaded Fuel PD Tank 7		
0253173	04/25/25	P	Superior Pavement Markings Inc	0000003955	17,519.57
			<i>Line Description:</i> Roadline Striping		
0253174	04/25/25	P	Theodore Robins Ford	0000004245	196,256.29
			<i>Line Description:</i> Sales Tax 7.75% California Tire 2024 F-550 Chassis 4x2 Sd Regu		
0253175	04/25/25	P	Tovey Shultz Construction Inc	0000025581	455,112.44
			<i>Line Description:</i> Retetion Payable #17-03 Lions Pk Proj #17-03/#800032		
0253176	04/25/25	P	Ware Disposal Inc	0000000255	21,119.74
			<i>Line Description:</i> James St Trash March 2025 March 2025 City Facilities		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Bulky Item March 2025		
0253177	04/25/25	P	West Coast Arborists Inc	0000004498	66,634.00
			<i>Line Description:</i> Tree Maint 3/16-3/31/25		
0253178	04/25/25	P	Yunex LLC	0000029573	19,396.62
			<i>Line Description:</i> Bristol & Anton- 1A Knockdown Placentia&18th- 1A Knockdown Harbor & Wilson- PPB Knockdown Victoria & Canyon- 1A Knockdown Bristol & Anton- 1A Knockdown		
0253179	04/25/25	P	3A Garage	0000031235	270.00
			<i>Line Description:</i> Refund Permit 25020599502		
0253180	04/25/25	P	ARC	0000022726	199.34
			<i>Line Description:</i> City Council Mission&Values Ma Parks Srvs Director		
0253181	04/25/25	P	AVNI Enterprises Inc	0000030676	212.01
			<i>Line Description:</i> Stock-Check Valve		
0253182	04/25/25	P	Angel Auto Spa LLC	0000027465	3,428.85
			<i>Line Description:</i> City Car Wash-Mar 2025 PD Car Wash-Mar 2025		
0253183	04/25/25	P	AssetWorks Inc	0000020210	1,573.88
			<i>Line Description:</i> New Window CPU Board		
0253184	04/25/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	2,661.76
			<i>Line Description:</i> Legal Svc-Feb 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253185	04/25/25	P	Beach Housing Partners LP	0000031198	682.00
			Line Description: Rental Assistance-Daniel Noel		
0253186	04/25/25	P	Bernard King	0000031254	370.00
			Line Description: Rental Assistance-Trisha Everg		
0253187	04/25/25	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Apr 2025		
0253188	04/25/25	P	Brandice Leger	0000030845	300.00
			Line Description: Park & Comm Svc Jan-Mar 2025		
0253189	04/25/25	P	Bureau Veritas North America Inc	0000016616	125.00
			Line Description: Fire Plan Review		
0253190	04/25/25	P	CBE	0000015149	2,026.09
			Line Description: Copier Maint 3/5-4/4/25		
			Copier Maint 1/5-2/4/25		
			Copier Maint 3/20-4/19/25		
			Copier Maint 3/5-4/4/25		
			Copier Maint 3/5-4/4/25		
0253191	04/25/25	P	CSG Consultants Inc	0000001887	5,959.17
			Line Description: Consulting Plan Check Svcs		
0253192	04/25/25	P	California Forensic Phlebotomy Inc	0000001500	6,202.00
			Line Description: Blood Drawn Svc-March 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253193	04/25/25	P	Canon Financial Services Inc	0000023241	6,242.93
		<i>Line Description:</i>	Copier Lease -Apr 2025 Copier Lease 2/20-3/19/25 Copier Usage-Mar 2025 Copier Lease -Apr 2025 Copier Lease 36/20-4/19/25 Copier Lease-Apr 2025 Copier Lease 2/20-3/19/25		
0253194	04/25/25	P	Cathy Jo Liebel	0000016884	323.25
		<i>Line Description:</i>	Stlmnt Property Damage-11/6/24		
0253195	04/25/25	P	City of Newport Beach	0000003327	2,247.88
		<i>Line Description:</i>	Shared Maint/Op Jul-Dec 2024		
0253196	04/25/25	P	CityGreen Consulting, LLC	0000030471	5,262.50
		<i>Line Description:</i>	SB1383 Prog Cnsltng-Mar 2025		
0253197	04/25/25	P	Citygate Associates	0000012070	5,504.00
		<i>Line Description:</i>	Professional Services		
0253198	04/25/25	P	Clean Out kings LLC	0000031249	390.00
		<i>Line Description:</i>	Stlmnt Property Damage-1/13/25		
0253199	04/25/25	P	Community SeniorServ	0000018540	7,125.00
		<i>Line Description:</i>	3rd Qtr-Meal on Wheels		
0253200	04/25/25	P	CoreLogic Information Solutions Inc	0000004774	13.08
		<i>Line Description:</i>	Property Data &Rpt-Mar 2025		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253201	04/25/25	P	Costa Mesa Auto Glass	0000010001	761.07
			Line Description: 717-Windshield Repair 778-Windshield Replaced		
0253202	04/25/25	P	Costa Mesa Moving Company Inc	0000011098	4,790.00
			Line Description: Moving storage areas from city		
0253203	04/25/25	P	County of Orange	0000003486	3,325.00
			Line Description: Afis Fee March 2025		
0253204	04/25/25	P	Cristian Garcia Arcos	0000030747	300.00
			Line Description: Park & Comm Svc Jan-Mar 2025		
0253205	04/25/25	P	Daniels Tire Service	0000001922	10,973.83
			Line Description: Warehouse Stock Warehouse Stock Warehouse Stock		
0253206	04/25/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	431.24
			Line Description: Professional Srvs- Anduril		
0253207	04/25/25	P	Dote Wedding & Events	0000029619	399.00
			Line Description: Employee Recognition Ceremony		
0253208	04/25/25	P	ECKERSALL LLC	0000025412	495.00
			Line Description: Senior GIS Analyst Mar 2025		
0253209	04/25/25	P	Ecolab Pest Elimination	0000024420	1,432.92
			Line Description: Pest Control Svc-Mar 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253210	04/25/25	P	Eduardo Iniestra	0000029307	600.00
			Line Description: DJ Srvs Earth Day Festival 25		
0253211	04/25/25	P	Elizabeth Dorn Parker	0000029192	300.00
			Line Description: Park & Comm Svc Jan-Mar 2025		
0253212	04/25/25	P	Entenmann Rovin Company	0000002130	603.42
			Line Description: Badges		
0253213	04/25/25	P	Expo Propane Inc	0000017819	534.83
			Line Description: Fuel		
0253214	04/25/25	P	FM Thomas Air Conditioning Inc	0000017151	450.00
			Line Description: NHCC Service Call		
0253215	04/25/25	P	Fair Housing Foundation	0000019956	4,680.10
			Line Description: 3rd Qtr-Fair Housing Prog		
0253216	04/25/25	P	Fed Ex	0000002190	98.24
			Line Description: Ground Delivery		
0253217	04/25/25	P	Federal Technology Solutions Inc	0000024174	1,473.88
			Line Description: UNSCHEDULED LABOR & MATERIALS		
0253218	04/25/25	P	Fire Information Support Services Inc	0000006757	1,600.00
			Line Description: Professional Services Nov&Dec		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253219	04/25/25	P	Flying Lion Inc.	0000030364	2,860.00
			Line Description: FAA Consulting COA monthly rep		
0253220	04/25/25	P	Forensic Nurse Specialists Inc	0000014039	2,700.00
			Line Description: Victim Physicals		
0253221	04/25/25	P	Galls LLC	0000002297	3,432.68
			Line Description: Uniform-Jonesa		
			Uniform- B. Osborne		
			Uniforms- Explorers		
			Uniform- C. Diaz		
			Uniform- M. Gonzalez		
			Uniform- J Vaughn		
			Uniform- H Guenther		
0253222	04/25/25	P	Grainger	0000002393	2,282.16
			Line Description: Return		
			Pressure Washing Nozzel Graffi		
			Hardware		
			Liquid Transfer Tank-#313		
			Sales Tax 7.75%		
			Traffic cone sign-reversible a		
			Shipping Fee		
			Sales Tax 7.75%		
			Airstar light-stand 18ft, silv		
			Hardware		
0253223	04/25/25	P	Gregory Dill	0000031236	100.00
			Line Description: Refund Rec Dep 2008834.002		
0253224	04/25/25	P	Ha To	0000031245	2.00
			Line Description: Refund Rec Dep 2008826.002		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253225	04/25/25	P	Hernan Calderon	0000031248	210.72
			Line Description: Stlmt Property Damage-12/2/24		
0253226	04/25/25	P	Hirsch Pipe & Supply Company Inc	0000026475	89.74
			Line Description: Plumbing Supplies		
0253227	04/25/25	P	Hoag Executive Health	0000030617	4,670.00
			Line Description: HOAG Wellness Prog-Mar 2025		
0253228	04/25/25	P	Hospital Association of Southern CA	0000030553	828.00
			Line Description: ReddiNet Software Renewal - Ex		
0253229	04/25/25	P	IDS Group Inc	0000022643	471.80
			Line Description: IT Offices & Trng Rm		
0253230	04/25/25	P	Image Concepts	0000026883	2,288.72
			Line Description: Uniforms		
			Staff Uniform		
0253231	04/25/25	P	Integrated Impressions	0000003403	3,279.65
			Line Description: Promotional Items Earth Day25		
			Promotional Items Earth Day 25		
0253232	04/25/25	P	Irv Seaver Motorcycles	0000010272	986.95
			Line Description: Tire Repair-Unit #635		
			Tire Pressure/Batteries		
0253233	04/25/25	P	James B Abeltin	0000031247	187.50
			Line Description: Stlmnt Property Damage-8/5/24		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253234	04/25/25	P	Jacob Kulik	0000031243	100.00
			Line Description: Refund Rec Dep 2008828.002		
0253235	04/25/25	P	Johnson Controls Fire Protection LP	0000026089	124.09
			Line Description: DRC Service Call		
0253236	04/25/25	P	Kelly Brown	0000029489	300.00
			Line Description: Park & Comm Svc Jan-Mar 2025		
0253237	04/25/25	P	LSA Associates Inc	0000003007	910.00
			Line Description: Peer Review Senior Center		
0253238	04/25/25	P	Linscott Law & Greenspan Engineers Inc	0000010877	1,110.00
			Line Description: On-Call Services 2024-2025		
0253239	04/25/25	P	Melad & Associates	0000005068	4,975.15
			Line Description: Consulting Plan Check Svcs		
0253240	04/25/25	P	Mike Raahauges Shooting Enterprises	0000006853	575.00
			Line Description: Range Fees SWAT Mar 2025		
0253241	04/25/25	P	Mitsubishi Electric Power Products, Inc.	0000029956	620.00
			Line Description: Additional Trouble Shooting		
0253242	04/25/25	P	Moore Iacofano Goltsman Inc	0000016407	9,145.00
			Line Description: FVP Mesa Restoration Jan 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253243	04/25/25	P	Nereyda Quintana	0000031237	250.00
			Line Description: Refund Rec Dep 2008832.002		
0253244	04/25/25	P	O Neil Storage	0000018395	137.63
			Line Description: Offsite Records Storage		
0253245	04/25/25	P	Orchard View Senior LP	0000031199	480.00
			Line Description: Rental Assistance-Helene Kuhn		
0253246	04/25/25	P	PVP Communications Inc	0000006558	440.00
			Line Description: Recertification of Radar		
0253247	04/25/25	P	Peace of Mind Financial Consulting Inc	0000029150	9,460.00
			Line Description: Consulting Svcs March 2025		
0253248	04/25/25	P	Pivot Solutions LLC	0000030415	1,857.69
			Line Description: 700-Paint and Body Repair		
0253249	04/25/25	P	Place Works Inc	0000023119	14,843.75
			Line Description: Bi-Weekly Project Meetings		
0253250	04/25/25	P	Premier Security Services Inc	0000002633	7,022.64
			Line Description: Security Camera System Install		
0253251	04/25/25	P	Priority Landscape Services LLC	0000026592	6,944.00
			Line Description: Fairview Park Landscape Mnt Ma Citywide Young Tree Care Plant		
0253252	04/25/25	P	Prudential Overall Supply	0000025480	317.12

## SUMMARY CHECK REGISTER

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: PD Towel Svc-Mar 2025		
0253253	04/25/25	P	Quadient Inc	0000028798	99.12
			Line Description: POSTAGE MACHINE SUPPLIES		
0253254	04/25/25	P	R&M Electrical Contracting	0000030498	7,098.62
			Line Description: Replace Stolen/Vandalized Wire		
0253255	04/25/25	P	SCA of CA, LLC	0000029971	2,905.00
			Line Description: Quarterly Pressure Wash Bus		
0253256	04/25/25	P	Santa Ana College	0000003752	1,472.00
			Line Description: Post Training Post Training		
0253257	04/25/25	P	Shayanne Wright	0000030053	300.00
			Line Description: Park & Comm Svc Jan-Mar 2025		
0253258	04/25/25	P	Siemens Industry Inc	0000002904	11,829.41
			Line Description: 1st Fl AH Shaft&Bearing Motor		
0253259	04/25/25	P	Sign Depot	0000004018	952.31
			Line Description: INSTALLATION ACRYLIC PANEL SALES TAX (7.75%) ALUMINUM STANDOFFS LAMINATE/ACRYLIC SIGN		
0253260	04/25/25	P	Sims Orange Welding Supply Inc	0000004030	116.48
			Line Description: Shop-Welding Supplies Shop Welding Supplies Late Fee		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253261	04/25/25	P	Soroptimist International	0000031244	500.00
			Line Description: Refund Rec Dep 2008827.002		
0253262	04/25/25	P	Stacy Moffatt	0000030375	950.00
			Line Description: Sock Design		
			Drop Card-Promotional Marketng		
0253263	04/25/25	P	Starfish Signs & Graphics LLC	0000030554	2,287.16
			Line Description: Damaged, vandalized & defunct		
0253264	04/25/25	P	State of California Dept of Justice	0000001534	98.00
			Line Description: Livescan/Fingerprinting Servic		
0253265	04/25/25	P	Taylor Pack Zuniga	0000031242	65.00
			Line Description: Refund Rec Dep 2008829.002		
0253266	04/25/25	P	Terraphase Engineering Inc.	0000031139	6,000.00
			Line Description: PHASE 1 ESA		
0253267	04/25/25	P	The Code Group Inc	0000025073	6,567.70
			Line Description: Consulting Plan Check Services		
			Consulting Staffing Srvs		
			Consulting Services		
0253268	04/25/25	P	The Counseling Team International	0000026352	8,820.00
			Line Description: Counseling Srvs Oct 2024		
			Counseling Srvs Nov 2024		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		



## SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Counseling Srvs Sept 2024		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		
			Pre-Employment Psych		
0253269	04/25/25	P	The Home Depot Credit Services	0000002560	10,322.66
			<i>Line Description:</i> General Supplies Graffiti Abat		
			General Supplies Signs/Marking		
			Events Entertainment Recreatio		
			Auto Parts/Supplies Equip Main		
			General Supplies Street Maint		
			Plumbing Supplies Bldg Maint		
			Hardware Supplies Park Maint		
			Hardware Supplies Bldg Maint		
			General Supplies Bldg Maint		
			Health Items Street Maint		
			Tools Response/Control		
			Equip Maint Warehouse		
			Tools Maint Equip		
			Tools Equip Maint		
			General Supplies Storm Drain M		
0253270	04/25/25	P	The Intersect Group, LLC	0000030170	1,320.00
			<i>Line Description:</i> Temp Dustin C Week End 3/27		
0253271	04/25/25	P	Tillmann Forensic Investigation LLC	0000025643	462.00
			<i>Line Description:</i> Fingerprint Srvs Mar 2025		
0253272	04/25/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
			<i>Line Description:</i> Consulting Svc-Apr 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253273	04/25/25	P	Tripepi Smith & Assoices Inc	0000029704	3,403.75
		Line Description:	Communications Support for Bus Communications Support for Bus		
0253274	04/25/25	P	Tropical Acai & Juicery	0000029628	4,083.00
		Line Description:	ACAI BOWLS SERVICE FEE DISPOSABLE SPOONS		
0253275	04/25/25	P	Turnout Maintenance Company LLC	0000020182	13,718.20
		Line Description:	Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apprel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel		
0253276	04/25/25	P	UniFirst Holdings Inc	0000030616	71.40
		Line Description:	CLEANING SERVICE		
0253277	04/25/25	P	Verified First LLC	0000027240	50.00
		Line Description:	Pre-Employment Credit Checks		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253278	04/25/25	P	Vulcan Materials Company	0000007403	147.27
			Line Description: Asphlt Potholes Sidewalk		
0253279	04/25/25	P	Walters Wholesale Electric Co	0000011706	166.96
			Line Description: Circuit Breaker		
0253280	04/25/25	P	Western DC Systems, Inc.	0000029864	755.00
			Line Description: Inverter Maintenance Service		
0253281	04/25/25	P	Western State Law Review	0000031241	600.00
			Line Description: Refund Rec Dep 2008831.002		
0253282	04/25/25	P	Wetlands and Wildlife Care Center	0000030237	8,125.00
			Line Description: Wildlife Care Jan-Mar 2025		
0253283	04/25/25	P	Wex Bank	0000014258	1,751.78
			Line Description: Fuel 3/4/25-4/4/25		
0253284	04/25/25	P	Zumar Industries Inc	0000004622	2,138.85
			Line Description: Sign Manufacturing		
TOTAL					\$1,558,950.90

## SUMMARY CHECK REGISTER

Bank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253162	04/23/25	P	The Home Depot Credit Services	0000002560	19,820.95

Line Description: Tools Bldg Maint  
Hardware Supplies  
Maint Equipment Graffiti Abate  
General Supplies Signs/Marking  
Tools Equip Maint  
Tools Street Maint  
Auto Parts/Supplies  
Tools Signs/Markings  
Equip Maint Warehouse  
Tools Response/Control  
Expenditures Equip Maint  
Health Items Street Maint  
General Supplies Bldg Maint  
Hardware Supplies Bldg Maint  
Hardware Supplies Park Maint  
Plumbing Supplies Bldg Maint  
General Supplies Street Maint  
General Supplies Graffiti Abat  
General Supplies Signs/Marking  
Maint Equipment Graffiti Abate  
Tools Bldg Maint  
Hardware Supplies  
Tools Equip Maint  
Tools Street Maint  
Auto Parts/Supplies  
Tools Signs/Markings  
Equip Maint Warehouse  
Tools Response/Control  
Expenditures Equip Maint  
Health Items Street Maint  
General Supplies Bldg Maint  
Hardware Supplies Bldg Maint  
Hardware Supplies Park Maint  
Plumbing Supplies Bldg Maint  
General Supplies Street Maint  
General Supplies Graffiti Abat

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253163	04/23/25	P	Frieda Stein	0000030454	497.19
Line Description: Refund Ambulance Fee-Ck#245594					
0253164	04/23/25	P	Kaidence Advisors LLC	0000031151	7,500.00
Line Description: Refybd Permit PVAR-24-0001 Refybd Permit PVAR-24-0001					
TOTAL					\$27,818.14

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0252383	4/22/2025	V	Katie Rounds	0000031151	02/28/25	(7,500.00)
Line Description: Refund should be issued to company.						
0252809	4/22/2025	V	The Home Depot Credit Services	0000002560	03/28/25	(19,820.95)
Line Description: Payment was lost. V&R						
TOTAL						(\$27,320.95)

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019918	05/02/25	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay May 2025		
019919	05/02/25	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay May 2025		
019920	05/02/25	P	Blake Cole	0000029962	143.31
			Line Description: Fresno Training Symposium		
019921	05/02/25	P	CDW Government Inc	0000005402	4,115.68
			Line Description: COMPUTER EQUIPMENT		
019922	05/02/25	P	Chris Morris	0000007439	2,500.00
			Line Description: 1% Supplemental Pay May 2025		
019923	05/02/25	P	Danial Bangle	0000017521	250.00
			Line Description: Paramedic Licese Recert		
019924	05/02/25	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay May 2025		
019925	05/02/25	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay May 2025		
					206,335.98 + 1,460,384.34 + 1,666,720.32 *
019926	05/02/25	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay May 2025		
019927	05/02/25	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay May 2025		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019928	05/02/25	P	Enda Gutierrez	0000031155	98.00
		Line Description:	Records Clerk Conf		
019929	05/02/25	P	Enterprise Rent A Car	0000002131	6,751.75
		Line Description:	Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
019930	05/02/25	P	Gale Tusio	0000017460	233.08
		Line Description:	1% Supplemental Pay May 2025		
019931	05/02/25	P	Harlan Pauley	0000003569	232.12
		Line Description:	1% Supplemental Pay May 2025		
019932	05/02/25	P	James M Miller	0000007440	2,500.00
		Line Description:	1% Supplemental Pay May 2025		
019933	05/02/25	P	Jones Mayer	0000014653	174,865.28
		Line Description:	#128835-May		
			#128833-Leik		
			#128836-Mood		
			#128817-Coats		
			#128837-Moyer		
			#128838-Munoz		
			#128840-Olive		
			#128844-Peper		
			#128813-Becker		
			#128825-Harvey		
			#128839-Nasiri		
			#128841-Opioid		
			#128842-Oshiro		



Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:	#128831-Jahanbin				
	#128845-Percival				
	#128852-Schaefer				
	#128812-Alexander				
	#128851-Salehpour				
	#128811-Abdulmagid				
	#128821-DBO Investment				
	#128829-Insight Psychology				
	#128810-440 Fair Dr/1179 NP				
	#128820-DAlessio Investment				
	#128688-IT				
	#128700-PD				
	#128682-FDC				
	#128692-May				
	#128691-Leik				
	#128677-Coats				
	#128693-Moyer				
	#128694-Munoz				
	#128696-Peper				
	#128672-Becker				
	#128702-Querry				
	#128786-Opioid				
	#128683-Finance				
	#128686-Housing				
	#128784-Holland				
	#128687-Percival				
	#128689-Jahanbin				
	#128698-Phillips				
	#128706-Schaefer				
	#128684-Fire Dept				
	#128685-Hive Live				
	#128704-Risk Mgnt				
	#128705-Salehpour				
	#128783-Alexander				
	#128665-2162 Maple				
	#128670-Abdulmagid				
	#128674-City Clerk				
	#128701-Public Svc				
	#128703-Recreation				

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			#128707-Veramancini		
			#128662-1858 Newport		
			#128663-1963 Wallace		
			#128666-2280 Newport		
			#128667-374 Woodland		
			#128676-City Manager		
			3128679-City Council		
			#128673-City Attorney		
			#128661-113 Clearbrook		
			#128669-544 Bernard St		
			#128671-Animal Control		
			#128675-City Clerk PRR		
			#128680-DBO Investment		
			#128687-Human Resource		
			#128681-Development Svc		
			#128678-Code Enforcement		
			#128690-Jamboree Housing		
			#128660-1095 Sea Bluff Dr		
			#128785-Insight Psychology		
			#128668-440 Fair Dr/1179 NP		
			#128695-Parks & Community Svc		
019934	05/02/25	P	Jordan Kiesz	0000026660	193.31
			<i>Line Description:</i> Fresno Symposium		
019935	05/02/25	P	Kathleen Zuorski	0000025225	504.52
			<i>Line Description:</i> 1% Supplemental Pay May 2025		
019936	05/02/25	P	Linda Boylan	0000023340	57.98
			<i>Line Description:</i> 1% Supplemental Pay May 2025		
019937	05/02/25	P	Matthew J Collett	0000001720	856.58
			<i>Line Description:</i> 1% Supplemental Pay May 2025		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019938	05/02/25	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay May 2025		
019939	05/02/25	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay May 2025		
019940	05/02/25	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay May 2025		
019941	05/02/25	P	Steve Airey	0000014747	250.00
			Line Description: Paramedic License Recert		
019942	05/02/25	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay May 2025		
019943	05/02/25	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay May 2025		
TOTAL					\$206,335.98

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253287	05/02/25	P	All City Management Services Inc	0000009480	18,065.15
			Line Description: Schl Crsng Guard 3/16-3/29/25		
0253288	05/02/25	P	Benefit Coordinators Corp	0000029594	44,958.00
			Line Description: Dental Ins Prem-May 2025		
0253289	05/02/25	P	Cabco Yellow Inc	0000028576	23,725.50
			Line Description: Sr Medical Transptn-Feb 2025		
0253290	05/02/25	P	Ellenoff Grossman & Schole LLP	0000031261	400,000.00
			Line Description: Settlement-5/9/24		
0253291	05/02/25	P	Endemic Environmental Services Inc	0000021277	31,082.63
			Line Description: FVP Wetland Maint 3/1-3/15/25		
			FVP Wetland Maint 3/16-3/31/25		
0253292	05/02/25	P	Ford Fleet Care	0000026262	17,588.75
			Line Description: Repair-April 2025		
			Parts-April 2025		
0253293	05/02/25	P	Mercy House	0000003138	394,008.01
			Line Description: Rental Assistance10/1-12/31/24		
			Shelter Operations-Jan 2025		
0253294	05/02/25	P	Michael Baker International Inc	0000024229	17,445.00
			Line Description: Residential Development		
			Consulting Svcs		
0253295	05/02/25	P	PLC Law Group APC	0000031257	60,000.00
			Line Description: ExcessiveForce Stlment-8/21/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253296	05/02/25	P	Priceless Pet Rescue	0000026000	40,000.00
			Line Description: Shelter & Adoption Srvs Apr 25		
0253297	05/02/25	P	S&H Civilworks	0000026648	20,835.87
			Line Description: Sidewalk Repair Proj		
			On Call Sidewalk Repair		
0253298	05/02/25	P	West Coast Arborists Inc	0000004498	122,727.00
			Line Description: Tree maint 1/1-1/15/25		
			Tree Planting 4/1-4/15/25		
0253299	05/02/25	P	AJ Portables Inc	0000029728	650.00
			Line Description: Earth Day Portable Restrooms		
0253300	05/02/25	P	ARC	0000022726	1,114.29
			Line Description: Emergency Booklet		
			Color Posters		
			Marathon Route Poster		
0253301	05/02/25	P	Amtech Elevator Services	0000013616	1,600.00
			Line Description: CH Elevator Maint-Apr 2025		
0253302	05/02/25	P	B & H Photo Video Inc	0000006056	1,102.90
			Line Description: AUDIO & VISUAL EQUIPMENT		
0253303	05/02/25	P	BCS Consultants	0000029856	10,100.00
			Line Description: LABOR		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253304	05/02/25	P	Berlitz Languages Inc	0000029611	605.00
			Line Description: Bilingual Testing		
0253305	05/02/25	P	Bureau Veritas North America Inc	0000016616	734.74
			Line Description: Dup Payment Credit-RI24005696 FS#4 Plan Chcek		
0253306	05/02/25	P	CAPF	0000004755	2,625.50
			Line Description: Firefighters LTD-May 2025		
0253307	05/02/25	P	CBE	0000015149	195.07
			Line Description: Copier Maint 3/5-4/4/25 Copier Maint 2/5-3/4/25		
0253308	05/02/25	P	CHUBB	0000031158	1,697.82
			Line Description: Long Term Care Ins-Apr 2025		
0253309	05/02/25	P	CLEA	0000004754	3,680.00
			Line Description: Police Officers LTD-May 2025		
0253310	05/02/25	P	Canon Financial Services Inc	0000023241	25.00
			Line Description: Late Fee-IT		
0253311	05/02/25	P	City Net	0000029222	463.87
			Line Description: Street Outreach-Feb 2025 Street Outreach-Jan 2025		
0253312	05/02/25	P	City of Huntington Beach	0000002599	5,584.50
			Line Description: Helicopter Svc-Jan 2025 Helicopter Svc-Feb 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Helicopter Svc-mar 2025		
0253313	05/02/25	P	Community Catalyst	0000030590	8,000.00
			Line Description: Consulting Svcs		
0253314	05/02/25	P	Continental Interpreting Services Inc	0000024355	1,650.00
			Line Description: Interpreting Svc-1/24/25		
			Interpreting Fee-CC Mtng		
			Interpreting Fee-CC Mtng		
0253315	05/02/25	P	Cortland Crandal	0000031259	2,074.61
			Line Description: Refund Permit BIRF-25-0020		
			Refund Permit BIRF-25-0019		
0253316	05/02/25	P	Costa Mesa Chamber of Commerce	0000004963	3,820.00
			Line Description: CC Mbrshp 11/1/24-3/31/25		
0253317	05/02/25	P	Costa Mesa Lock & Key	0000001817	285.58
			Line Description: Duplicate Key		
			Replace Lever @ FS#5		
0253318	05/02/25	P	County of Orange	0000003486	8,960.13
			Line Description: Teletype Service Mar 2025		
			CMFR Radio Repair Oct 24		
			Radio Repair Dec 2024		
0253319	05/02/25	P	Crash Data Group Inc	0000025364	14,427.74
			Line Description: Cables PD Traffic		
0253320	05/02/25	P	Cristando House Inc	0000001872	960.00
			Line Description: POST Trng-Civilian Police Ldsh		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253321	05/02/25	P	Daniels Tire Service	0000001922	4,581.12
		Line Description:	Warehouse Stock Warehouse Stock		
0253322	05/02/25	P	Data Ticket Inc	0000010929	6,365.98
		Line Description:	Prkng Citation Process-Mar 25		
0253323	05/02/25	P	Digital Magic Signs	0000012837	1,435.84
		Line Description:	Vehicle Graphics #507		
0253324	05/02/25	P	Evalcorp	0000030475	10,000.00
		Line Description:	Evaluation Srvs		
0253325	05/02/25	P	Federal Technology Solutions Inc	0000024174	5,888.04
		Line Description:	Install Network Drops @ Dev. S		
0253326	05/02/25	P	Fieldman Rolapp & Associates Inc	0000024519	3,289.50
		Line Description:	CDAR Fee CDIAC-Marks Roos Rpt		
0253327	05/02/25	P	Galls LLC	0000002297	2,362.98
		Line Description:	Uniform-Hickman Uniform-Stocking Uniform-Martinez Uniform-Stafford Uniform-Marquez Uniform-G. Maridakis Uniform- J Chavez		
0253328	05/02/25	P	Grafix Systems	0000031016	1,828.99



## SUMMARY CHECK REGISTER

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Graphic-#506		
0253329	05/02/25	P	Grainger	0000002393	1,019.19
			Line Description: Hardware		
			Hardware		
			Hardware		
			Hardware		
0253330	05/02/25	P	HdL Coren & Cone	0000007882	5,170.61
			Line Description: Property Tax Svc Jan-Mar 2025		
			Property Tax Svc Apr-Jun 2025		
0253331	05/02/25	P	Heliodyne Corp	0000031156	4,012.89
			Line Description: Solar Hot Water Heater-FS #1		
0253332	05/02/25	P	Hirsch Pipe & Supply Company Inc	0000026475	354.09
			Line Description: Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
0253333	05/02/25	P	Image Concepts	0000026883	1,366.87
			Line Description: Uniforms-Parks		
			Uniforms-Parks		
0253334	05/02/25	P	JC Motors	0000020143	847.62
			Line Description: Warehouse Stock		
0253335	05/02/25	P	Johnson Favaro LLP	0000023249	3,997.33
			Line Description: Lions Parks Project		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253336	05/02/25	P	Kelly Spicers Stores	0000029500	609.37
			Line Description: Presentation Bond		
0253337	05/02/25	P	Keyser Marston Associates Inc	0000002824	2,135.00
			Line Description: FTHB Program		
0253338	05/02/25	P	Kimley Horn & Associates Inc	0000005251	9,911.50
			Line Description: Safe Routes to School Plan		
0253339	05/02/25	P	Knorr Systems Inc	0000005036	544.03
			Line Description: DRC Pool Chemical		
0253340	05/02/25	P	Langlois Fancy Frozen Foods	0000030651	254.50
			Line Description: Jail Food Services		
0253341	05/02/25	P	Lexipol LLC	0000017141	5,919.48
			Line Description: LEFTA FTO SOFTWARE SUPPORT		
0253342	05/02/25	P	Lyons Security Service Inc	0000027168	4,800.00
			Line Description: Sr Cntr Security Svc-Mar 2025		
0253343	05/02/25	P	Monument Row	0000030907	892.20
			Line Description: 778 Shalimar Reloation-Mar 25		
0253344	05/02/25	P	National Data & Surveying Services	0000021249	905.00
			Line Description: Volume&Speed Traffic Counts Volume & Speed Traffic Counts		
0253345	05/02/25	P	Noah Holland Torgeson	0000030405	300.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: DJ Svc-Wild West Dance		
0253346	05/02/25	P	Norwood Management LLC	0000029243	13,659.00
			Line Description: May 2025 Rent		
0253347	05/02/25	P	Office Depot	0000003394	6,908.30
			Line Description: Office Supplies City Manager		
			Office Supplies Telecom Ops		
			Office Supplies Engineering		
			Office Supplies City Clerk		
			Office Supplies-Marketing		
			Office Supplies-Finance		
			Office Supplies- Police		
			Office Supplies Police		
			Office Supplies Parks		
			Office Supplies Police Records		
			Office Supplies Fire		
0253348	05/02/25	P	Orange County Mosquito & Vector Control	0000021750	201.15
			Line Description: Inspect&Treat FVP Mar 2025		
0253349	05/02/25	P	Orange County United Way	0000011831	600.00
			Line Description: Refund Rec Dep 2008843.002		
0253350	05/02/25	P	Pacific Advanced Civil Engineering Inc	0000014386	6,006.00
			Line Description: CIP Budget Preparation		
0253351	05/02/25	P	Petty Cash Fund Narc Program	0000001833	10,000.00
			Line Description: Replenish SIU Expense Fund		
0253352	05/02/25	P	Pivot Solutions LLC	0000030415	3,089.26
			Line Description: Repair-#502		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253353	05/02/25	P	RPW Services Inc	0000012440	3,450.00
		Line Description:	Rodent Control Rodent Control Rodent Control Rodent Control Rodent Control Rodent Control		
0253354	05/02/25	P	Red Wing Business Advantage Account	0000003772	177.79
		Line Description:	Uniform Installer T Thompson		
0253355	05/02/25	P	STV Construction Inc	0000024848	10,132.00
		Line Description:	Lions Park Project-Cafe Buildi		
0253356	05/02/25	P	SVT Fleet-Anaheim	0000030535	7,013.75
		Line Description:	Radiator-#523		
0253357	05/02/25	P	SiteOne Landscape Supply LLC	0000024133	7,849.37
		Line Description:	Materials for Trees Materials for TeWinkle Complex		
0253358	05/02/25	P	Southern California Shredding Inc	0000025605	245.00
		Line Description:	On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services PD		
0253359	05/02/25	P	Spectrum Gas Products	0000012653	1,720.33
		Line Description:	Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Oxygen Medical Hydrotest Oxygen Portable Oxygen Medical Labor Parts Misc Oxygen Medical Medical Lg Cyl Rent Oxygen Medical Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent		
0253360	05/02/25	P	State of California Dept of Industrial	0000001540	225.00
			Line Description: CA DIR Inspection Fee		
0253361	05/02/25	P	Stradling Yocca Carlson & Rauth	0000004168	2,976.00
			Line Description: Professional Legal Srvs Oct 24 Profession Legal Srvs Jan 2025 Legal Srvs Jan 25 Palmblade		
0253362	05/02/25	P	Tarzanna Shayne	0000031258	100.00
			Line Description: Refund Rec Dep 2008844.002		
0253363	05/02/25	P	The Bank of New York Mellon	0000005664	3,663.34
			Line Description: Mellon Oct-Dec 2024 Qtrly Svc Fee Jan-Mar 2025		
0253364	05/02/25	P	The Intersect Group, LLC	0000030170	1,680.94
			Line Description: Temp Dustin C Week End 4/4		
0253365	05/02/25	P	The Sayler Group Corp	0000030033	5,184.00
			Line Description: Trash&Debri Removal Caltrans P		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253366	05/02/25	P	Transtech Engineers Inc	0000026910	6,984.00
			Line Description: Om-Call Staff Support for Dev		
0253367	05/02/25	P	Trellis	0000025584	3,000.00
			Line Description: Love Costa Mesa 2025 Spnsrshp		
0253368	05/02/25	P	US Bank	0000002228	6,968.62
			Line Description: Payroll 25-08		
0253369	05/02/25	P	UniFirst Holdings Inc	0000030616	71.40
			Line Description: CLEANING SERVICE		
0253370	05/02/25	P	Verizon Wireless	0000008717	1,855.57
			Line Description: Calnet NextGen Broadband-2/28/		
0253371	05/02/25	P	Verizon Wireless	0000008717	11,105.36
			Line Description: WIRELESS PHONE 3/18-4/17/25		
			Subnet Broadway 1/18-2/17/25		
			WIRELESS PHONE 3/18-4/17/25		
			WIRELESS PHONE 3/18-4/17/25		
			WIRELESS PHONE 3/18-4/17/25		
			Subnet Broadband 2/18-3/17/25		
0253372	05/02/25	P	Vortex Industries Inc	0000004437	2,498.00
			Line Description: FS #6 Door Repair		
			FS #1 Door Repair		
0253373	05/02/25	P	Waterline Technologies Inc	0000014520	464.03
			Line Description: DRC Pool Treatment		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0253374	05/02/25	P	Westates Marking Devices	0000004505	1,390.34
Line Description: Desk Name Plates & Stamps					
0253375	05/02/25	P	Wintech Solutions Inc	0000012563	1,581.00
Line Description: Repaid Window Tint @ Dev Svc					
TOTAL					\$1,460,384.34



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-307

**Meeting Date:** 5/20/2025

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**TITLE:**

**MINUTES**

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

**RECOMMENDATION:**

City Council approve the minutes of the Special Study Session of April 22, 2025.





## **SPECIAL STUDY SESSION MEETING OF THE CITY COUNCIL APRIL 22, 2025 – 5:00 P.M.**

**CALL TO ORDER** – The Special 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.

### **SPECIAL STUDY SESSION ITEM:**

#### **1. FISCAL YEAR 2025-26 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND FIVE-YEAR (2025-26 TO 2029-30) CIP STUDY SESSION**

Presentation by Ms. Molina, Finance Director, Mr. Sethuraman, Public Works Director, Mr. Yang, City Engineer, Mr. Bauer, Deputy Director of Public Works, Mr. Ryan, Maintenance Services Manager, and Mr. Martin, Transportation Services Manager.

#### **Public Comments:**

Flo Martin spoke in support of Active Transportation Projects.

Maria Theresa Lopez submitted a petition for a new pedestrian crosswalk on Placentia Avenue at Center Street.

Silvia Lopez requested a new pedestrian crosswalk on Placentia Avenue at Center Street.

Carla Hernandez requested a new pedestrian crosswalk on Placentia Avenue at Center Street.

Christian Lopez, Costa Mesa Amigos, requested a new pedestrian crosswalk on Placentia Avenue at Center Street, spoke on engaging the Spanish community with communications in Spanish, holding separate community meetings, and requested outreach to the youth that use the bus services.

Roberto Herrera, Resilience Orange County, thanked City staff and the City Council for assistance on the Palmar Street alleyway improvements, and spoke on the petition for a pedestrian crosswalk on Placentia Avenue at Center Street.

Speaker, spoke in opposition of the emergency exemption for the CAN ordinance.

Speaker, spoke on a letter they submitted regarding being in support of \$250,000 annually for the Westside park development, inquired if it would be a partial or full waiver of the CAN ordinance, inquired which funds would pay for the library park bond, and inquired on the total amount proposed for capital purposes for 2025-26.

Cynthia McDonald spoke in opposition of a traffic signal at Belfast Avenue and requested it to be removed from the CIP list.

Speaker, spoke in support of the Brentwood Park project moving forward, and spoke on grants available.

Jake Comer spoke in support of active transportation projects, spoke in opposition of the City conducting an Orange County Power Authority study.

Richard Huffman spoke in opposition of a traffic signal at Belfast Avenue and requested it to be deferred or eliminated.

Speaker, expressed appreciation for the bollards, bike paths, and safety enhancements around the City.

#### ACTION:

The City Council provided direction on the proposed deferred Capital Projects for Fiscal Year (FY) 24-25, the 2025-26 Proposed Capital Improvement Program (CIP) Budget and the Five-Year (FY 2025-26 to FY 2029-30) CIP, requested additional clarification on the CAN Ordinance, considered the initial and alternative list of deferred projects and made the following observations:

- The Sewer Line Improvement Project should not be deferred as it addresses critical infrastructure needs and may result in more expensive repairs in the future.
- Improvements to the Senior Center, which is used by many seniors and serves a vulnerable population, are necessary.
- There are funds available in the Golf Course and Tennis Center project that can be targeted for deferral.
- The Golf Course is a revenue-generating establishment and needs improvements to address various issues concerning both the golf course grounds and clubhouse.

**ADJOURNMENT** – Mayor Stephens adjourned the Special Study Session at 7:30 p.m.

**Minutes adopted on this 20<sup>th</sup> day of May, 2025.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-291

**Meeting Date:** 5/20/2025

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**TITLE:**

**PROFESSIONAL SERVICES AGREEMENT WITH GALLS, LLC FOR UNIFORMS, ALTERATIONS AND DUTY GEAR**

**DEPARTMENT:** POLICE DEPARTMENT

**PRESENTED BY:** JASON CHAMNESS, CAPTAIN

**CONTACT INFORMATION:** JASON CHAMNESS, CAPTAIN, 714-754-5272

**RECOMMENDATION:**

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Galls, LLC for uniforms, alterations, and duty gear for an initial two years, effective July 1, 2025-June 30, 2027, with three one-year renewal options for a total not to exceed amount of \$175,000 annually.
2. Approve the Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**BACKGROUND:**

The Police Department provides uniforms for both professional staff and sworn employees and has a staff of approximately 240 employees. The City has been purchasing uniforms and equipment from Galls, LLC utilizing the City of Los Angeles Cooperative Agreements, Contract ID Nos. 59463 and 59457. The City of Los Angeles operates the term of the Galls, LLC contracts on a revolving three-month renewal period which has created invoicing and accounting issues for City staff.

The City will be better equipped to manage a multi-year purchasing contract with Galls, LLC, that aligns with the fiscal year. This contract will streamline the procurement of hundreds of uniform and gear purchases throughout the year. Establishing a direct contract with Galls, LLC will enhance oversight and efficiency. Since the City's annual expenditures on uniforms, alterations, and duty gear exceed \$100,000, a formal bidding process is required.

**ANALYSIS:**

On February 5, 2025, the City issued an Invitation for Bid (IFB) for uniforms, alterations, and duty gear as required by the City of Costa Mesa Municipal Code. The IFB was posted on the Planet Bids website. One bid was received from Galls, LLC and was reviewed for compliance with the City's IFB. After careful review of the bid, staff finds Galls, LLC to be well qualified and experienced to provide uniforms, alterations and duty gear. The costs provided by Galls, LLC were determined to be competitive and commensurate with the requested services and commodities.

Staff recommends that the City Council award the initial two-year PSA effective July 1, 2025 - June 30, 2027, with three one-year renewals to Galls, LLC for uniforms, alterations, and duty gear in the amount not to exceed \$175,000 annually.

**ALTERNATIVES:**

The City Council could redirect staff to re-advertise the IFB. However, staff believes that the alternative would not result in locating a higher-rated company with more competitive pricing than received in the initial process. Additionally, staff is not aware of additional local vendors that could meet the CMPD's requirements for uniforms, alterations, and duty gear.

**FISCAL REVIEW:**

The funding for this agreement will be included in the Fiscal Year 2025-26 Proposed Operating Budget in the General Fund (Fund 101) and future Police Department Operating Budgets.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report and the Professional Services Agreement (PSA) with Galls, LLC and approved them as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

- Strengthen public safety and improve the quality of life

**CONCLUSION:**

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Galls, LLC for uniforms, alterations, and duty gear for an initial two years, effective July 1, 2025-June 30, 2027, with three one-year renewal options for a total not to exceed amount of \$175,000 annually.
2. Approve the Consumer Price Index (CPI) escalation and de-escalation.
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 GALLS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Galls, LLC, a Delaware limited liability company ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide uniforms and duty gear for the Costa Mesa Police Department, 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 Invitation for Bid, 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 "B," attached hereto and made a part of this Agreement. Consultant's total annual compensation shall not exceed One-Hundred Seventy-Five Thousand Dollars (\$175,000.00). Consultant agrees not to raise Consultant's prices during the initial two (2) years of this Agreement. Thereafter, if the Agreement is extended pursuant to Section 4.1, Consultant may

request in writing at least sixty (60) days prior to June 30, 2027, a price increase based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined by using the May index for the current year and the May index for the preceding year. However, in no event shall any increase in Consultant's prices exceed two percent (2%). Consultant's written request for a price increase, and Consultant's revised prices shall be based upon such CPI increase. The price increase shall become effective on the first day after the initial two (2) year period of the Agreement.

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. 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 twenty-four (24) months, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1]-year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to 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:

Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505  
Tel: (844) 464-2557  
Attn: Moriah Rudiger

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5272  
Attn: Jason Chamness

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 "B" 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: \_\_\_\_\_

\_\_\_\_\_  
Moriah Rudiger  
Senior Manager Contract Compliance

**CITY OF COSTA MESA**

\_\_\_\_\_  
Cecilia Gallardo-Daly  
Acting 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:

\_\_\_\_\_  
Jason Chamness  
Project Manager

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Ronald Lawrence  
Police Chief

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

APPROVED AS TO PURCHASING:

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

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

**EXHIBIT A**  
**INVITATION FOR BID**



**INVITATION FOR BID**

**FOR**

**POLICE DEPARTMENT UNIFORMS & DUTY GEAR**

**IFB NO. 25-15**



**Police Department**

**CITY OF COSTA MESA**

**February 5, 2025**

**IFB NO. 25-15  
FOR  
POLICE DEPARTMENT UNIFORMS & DUTY GEAR**

The City of Costa Mesa Police Department (hereinafter referred to as the "City") is requesting bids from suppliers of police uniforms and duty gear, as well as alteration services. The awarded supplier, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Services Agreement, **Appendix B**. Prior to submitting a Bid, Bidders are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

## **I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Bidder shall have experience in similar types of services. All Bidders responding to this Invitation for Bid (IFB) will be reviewed based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** Any City response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on planet-bids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check planet-bids website to ensure that it has received and reviewed all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Bidder's Minimum Requirements:** Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in **Appendix A, Scope of Services**, of this IFB are invited to submit a bid, provided they meet the following requirements. All requirements must be met at the time of the bid due date. **If these requirements are not met, the bid may not receive further consideration, as determined in the sole discretion of the City.**

- Bidder must have a supervisor assigned to the Contract with five (5) years of experience, within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A, Scope of Services**.
- The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be no further than twenty (20) miles from the City of Costa Mesa Police Department.

**Note:** Contractor that maintain an office within fifteen (15) miles of Costa Mesa Police Department will be given additional consideration.

4. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

Release of IFB	February 5, 2025
Deadline for Written Questions	February 11, 2025, by 11:00 am
Responses to Questions Posted on City's Website	February 13, 2025
Bids Due	February 19, 2025, by 2:00 pm

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample professional services agreement, conditions and **Scope of Services, Appendix A**. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the agreement. The sample agreement contained in this solicitation is the proposed agreement for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.

2. **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Bid. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
3. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A, Scope of Services** of this IFB.
4. **Bid (Line Items in Planet-Bids):**
  - Bid prices quoted shall be firm for the full term of the contract. The bid price(s) shall include all fees, including, shipping, freight, transportation, travel, and any other fees. **No additional compensation will be allowed.**
  - Bid prices offered shall reflect all addendum(s) issued by the City.
  - Bids shall be submitted only for the items and/or services as stated in the Scope of Services; bids for other than the items and/or services listed will not be considered.
  - The City will only consider firm price bids.
  - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - All price/rate decreases will automatically be extended to the City.
  - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
5. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, **"no exceptions"** shall be noted in the specifications.
6. **Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- Preparing its bid in response to this IFB;
- Submitting that bid to the City;
- Negotiating with the City any matter related to the bid; and,
- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.

**8. Submission of Bids:** Complete written Bids must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on February 19, 2025**. Bids will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Bids will not be accepted. **NO EXCEPTIONS.**

**9. Inquiries:** Questions about this IFB must be posted in the Q & A tab on planet-bids no later than **February 11, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this IFB prior to the Bid due date. All addendum(s), responses to questions received, and additional information will be posted on planet-bids.

From the date that this IFB is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any Bid for violation of this provision. No questions other than posted on planet-bids will be accepted, and no response other than written will be binding upon the City.

**10. Conditions for Bid Acceptance:** This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received because of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the



City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder.

### **11. Acceptance/Rejection/Award**

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive, and responsible, Bidder will be recommended for contract award.
- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

### **12. Checklist of Forms to Accompany Bid:** As a convenience to Bidders, following is a list of the Form, (Appendix C) included in this IFB, which should be included with Bids:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

### **13. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any bids awarded pursuant to the formal procurement procedure set forth in the Bid procedure may be appealed in accordance with the following procedure:

- The Bidder shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to bid award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Bidder must provide all documentation to support the appeal.

- The purchasing officer will respond in writing to the Bidder within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Bidder may appeal the purchasing officer's ruling to the city council at the next available council meeting.

**14. Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their Bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Bidder discovers a mistake in their Bid which renders the Bid unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the Bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**15. Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- Preparing Bid in response to this IFB.
- Submitting that Bid to the City;
- Negotiating with the City any matter related to the Bid; and,
- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.

**16. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to

attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 17. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set-forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (**Appendix C**) with their bids certifying that they have not had or directed prohibited communications as described in this section.

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

- 19. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (**Appendix C**)

- 20. Sample Professional Services Agreement:** The firm selected by the City will be required to execute a Maintenance Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. If a Bidder has any exceptions or conditions to the Agreement, these must be submitted

for consideration with the Bid. Otherwise, the Bidder will be deemed to have accepted the form of Agreement.

**21.** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

**23. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Bid due date. All addendum(s) and additional information will be posted on the planet-bids website. Bidders should check this web page daily for new information.

**APPENDIX A**

**SCOPE OF SERVICES**

**FOR**

**POLICE DEPARTMENT UNIFORMS & DUTY GEAR**

The Costa Mesa Police Department (CMPD) is seeking suppliers of police uniforms and duty gear, as well as alteration services. CMPD provides uniforms for both professional staff and sworn employees, including, but not limited to: Police Officers, SWAT Officers, Park Rangers, Custody Officers, Records Technicians, Crime Scene Investigators, Public Safety Dispatchers, and Volunteers. CMPD has a staff of approximately 240 employees. Uniform and gear purchases and alteration services are requested on an "as needed" basis.

**SERVICES**

All garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and meet CMPD's desired specifications, as agreed upon award of contract.

All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the City.

The Contractor shall provide trained personnel, when required, for measuring and fitting of uniforms at their place of business.

Upon proper identification as a City personnel, the Contractor shall sell replacement clothing or equipment at the City's contract prices. The Contractor shall furnish only the contract items specified and shall not substitute a lesser quality of materials than was originally proposed.

Contractor's tailoring, fitting, alterations, sewing on of emblems and pressing must conform to **CMPD's Uniform and Accessories Specifications and Requirements (Exhibit 1)**

Contractor or its authorized subcontractor must be able to provide emergency and non-emergency uniform services during regular and after-business hours on a 24-hour basis.

City departments may purchase all items listed in the IFB according to the department needs. Contractors may not sell uniforms of one department to any other department. Proper identification must be presented by City personnel to the contractor at the time of order placement, pickup, and delivery.

Contractor must be able to provide special order uniforms and related accessories or equipment. These will not be specified in the contract but approved as a substitute item, as requested by the employee at the employee's expense. These costs must be billed separately to the employee. However, the contractor must be able to track and report all substituted items purchased by employees and shall make subject information available to the City as part of the regular reporting.

Contractor must be able to provide samples of uniforms and related accessories upon request by the City for use as "Control Samples" throughout the duration of the contract.

For items listed in the "Summary of Items" that require samples, such as patches, badges, emblems, and insignias, the Contractor shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by the Contractor. The City shall supply the Contractor with necessary artwork.

The City may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. The City may request items in writing to the Contractor as needed, and new items will be included in a contract amendment on a quarterly basis.

Contractor must notify the City in writing (email is acceptable) of discontinued items before services will be interrupted or as soon as reasonably possible and provide suggested alternates.

Contractor must notify the City in writing (email is acceptable) of product backorders, as soon as possible, once the Contractor is notified of such a delay from a manufacturer.

Contractor must be able to accommodate contract amendments for the duration of the contract with timely delivery of notarized documents.

#### **MEASUREMENT AND MARKING UNIFORM GARMENTS**

When requested via an approved order, Contractor shall measure each individual and issue uniform and equipment items specifically for that individual, providing the proper size, adequate fit, and marking each garment and accessory to assure ready identification. Uniforms and accessories shall include the measurement, marking, tailoring, and alteration. Contractor must demonstrate how measurement and alteration services will be provided either in a storefront location within/near the City of Costa Mesa, at City facilities, or through mobile service options.

#### **ALTERATION AND REPAIR SERVICE**

Contractor must be able to provide alteration and repair services to new and previously purchased uniforms throughout the duration of the Contract. The Contractor must provide and submit a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

Embroidery of the following on an as needed basis:



CHAMPLAIN LOGO



COSTA MESA PD EST. 1953



Actual Embroidering



COST MESA PD MESAC LOGO, SILVER CLORED THREAD

### **EMERGENCY AND NEW HIRE GARMENT REQUIREMENTS**

The Contractor shall provide emergency garments on a temporary basis to City employees if required. (Example: New employees waiting for new uniform to be ordered or special size not in stock.)

### **DELIVERY/ PICKUP**

Prices shall include all delivery costs, if applicable, and unloading charges to the various departments in the City. However, pickup is the **preferred** method at this time. For uniforms, accessories, and miscellaneous items that are normally stocked, delivery/pickup shall be made within five (5) working days after receipt of order. For special order items, delivery/pickup shall be made within ten (10) working days.

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. "Will Call" items shall be available for pick-up within four (4) hours after order.

### **MINIMUM ORDERS**

No minimum orders are permitted.

### **ADEQUATE STOCK**

The Contractor shall maintain adequate stock of uniforms, accessories, and miscellaneous equipment to accommodate City employee's needs, including emergencies, new hires, and fill-in orders, as needed by the City, through the length of the Contract. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

There shall be a minimum inventory maintained for each type of shirt and trouser in an assortment of sizes, plus a reasonable quantity of replacement items making up a complete uniform, including leather goods, accessories, and other equipment listed. The City may inspect the Contractor's

facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule of five (5) working days.

### **ALTERNATIVES OR EXCEPTIONS**

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function, and quality required. It is the intent of the City to allow bidders to suggest alternative brand items besides those listed in Exhibit 1. **If deemed necessary by the City, proposers meeting the minimum qualifications will be invited to a mandatory product demonstration** day where a complete set of uniform items shall be displayed to the City reviewers. Failure to provide a sample of a suggested alternative may deem a bid nonresponsive. Detailed instructions for the product demonstrations will be provided to proposers upon invitation to participate.

The City shall make the determination, in its sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

Contractors acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Contractors further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the Contractor from its duty to meet the functional and performance requirements in the Specifications so that the Contractor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid with an approved equal, Contractor accepts these risks and the liability associated with these risks and waives all claims against the City for costs related to supplying replacements.

### **MISCELLANEOUS ITEMS**

The City shall, at any time, request to purchase items not listed in the contract but that are publicly available in the Contractors catalog or website. Upon written request from an authorized City representative, Contractor shall provide a quote for the special order.

### **ONLINE ORDERING SYSTEM**

Contractor shall, at no additional charge, provide an online ordering and reporting system to better facilitate individual and bulk purchasing and provide customized tracking and reporting.

The system should meet the following minimum requirements:

- Allow City to view contracted products
- Allow employees to select items for purchase online.
- Track purchases and purchasing data
- Ability to create "on demand" reports using user-defined queries such as:



- Product Number
  - Employee or ID #
  - Billing Account Codes
  - Purchase Date, or Purchase Date Range
  - Purchasing Department and Division
- 
- Ability to create reports to track overall purchases by Division
  - Provide notification of order status to employee(s)
  - Provide an estimated time for delivery

The online system shall be operational within 90 days of the award of the contract. A demonstration of the proposed system may be requested as part of the qualification process.

### **SUBCONTRACTORS**

Contractor shall not assign or subcontract any performance of the contract terms without the express written consent of the City.

**EXHIBIT 1**  
**CMPD's UNIFORM & ACCESSORIES SPECIFICATIONS & REQUIREMENTS**

	MFG#	DESCRIPTION	COLOR
Uniform Shirts			
	3594N	ELBECO CX360 MENS SHORT SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3584N	ELBECO CX360 MENS LONG SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3514LC	ELBECO CX360 WOMENS SHORT SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3054LC	ELBECO CX360 WOMENS LONG SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	F531150001	PROPPER LIGHTWEIGHT TACTICAL SHORT SLEEVE SHIRT	BLACK
	F531250001	PROPPER LIGHTWEIGHT TACTICAL LONG SLEEVE SHIRT	BLACK
	95R6625	FLYING CROSS MENS DELUXE TROPICAL SHIRT - SHORT SLEEVE	MEDIUM BLUE
	45W6625	FLYING CROSS MENS DELUXE TROPICAL WEAVE LONG SLEEVE SHIRT	MEDIUM BLUE
	152R6625	FLYING CROSS WOMENS DELUXE TROPICAL SHIRT - SHORT SLEEVE	MEDIUM BLUE
	102W6625	FLYING CROSS WOMENS DELUXE TROPICAL WEAVE LONG SLEEVE SHIRT	MEDIUM BLUE
	98R3986	PERFECT MATCH MENS SHORT SLEEVE SHIRT	NAVY
	48W3986	PERFECT MATCH MENS LONG SLEEVE SHIRT	NAVY
	254R3986	PERFECT MATCH WOMENS SHORT SLEEVE SHIRT	NAVY
	204W3986	PERFECT MATCH WOMENS LONG SLEEVE SHIRT	NAVY
	71175ABR-019	5.11 TACTICAL TACLITE PRO MENS SHORT SLEEVE SHIRT	BLACK
	72175ABR-019	5.11 TACTICAL TACLITE PRO MEN'S LONG SLEEVE SHIRT	BLACK
	62070ABR-019	5.11 TACTICAL TACLITE PRO WOMEN'S LONG SLEEVE SHIRT	BLACK

	111006	FIRST TACTICAL MENS V2 TACTICAL LONG SLEEVE SHIRT	OD GREEN
	111004	FIRST TACTICAL MEN'S DEFENDER LONG SLEEVE SHIRT	OD GREEN
	111015	FIRST TACTICAL MENS V2 PRO PERFORMANCE LONG SLEEVE SHIRT	BLACK
	121015	FIRST TACTICAL WOMENS V2 PRO PERFORMANCE LONG SLEEVE SHIRT	BLACK
	71354ABR-092	5.11 TACTICAL STRYKE MENS SHORT SLEEVE SHIRT	STORM GRAY
	72399-092	5.11 TACTICAL STRYKE MENS LONG SLEEVE SHIRT	STORM GRAY
	761MWH	LIBERTY LONG SLEEVE POLY DRESS SHIRT	WHITE
	F1 MBT7810 10	FLYING CROSS BADGE TAB	BLACK
	F1 MBT7002 02	FLYING CROSS BADGE TAB	MIDNIGHT BLUE
	F1 MBT7800 00	FLYING CROSS BADGE TAB	WHITE
	F1 MBT7886 86NA	FLYING CROSS BADGE TAB	NAVY
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	BLACK
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	LT. BLUE
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	WHITE
Uniform Pants			
	E3464R	ELBECO MENS CX360 CARGO NON-CONCEALED PANTS	MID NAVY
	E3474LC	ELBECO WOMENS CX360 CARGO NON-CONCEALED PANTS	MID NAVY
	E3424R	ELBECO MENS CX360 5-POCKET PANTS	MID NAVY
	E3434LC	ELBECO WOMENS CX360 5-POCKET PANTS	MID NAVY

	E3444R	ELBECO MENS CX360 COVERT CARGO PANTS	MID NAVY
	E3454LC	ELBECO WOMENS CX360 COVERT CARGO PANTS	MID NAVY
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	BLACK
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	BLACK
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	KHAKI
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	KHAKI
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	OD GREEN
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	OD GREEN
	39489	FLYING CROSS PERFECT MATCH MENS TROUSERS	NAVY
	39489WT	FLYING CROSS PERFECT MATCH WOMENS TROUSERS	NAVY
	2058Z	MOCEAN ZIP OFF PANTS	BLACK
	73327ABR-019	5.11 STRYKE SHORT	BLACK
	74369ABR-724	5.11 MENS STRYKE PANTS WITH FLEXTAC	NAVY
	64386ABR-724	5.11 WOMENS STRYKE PANTS WITH FLEXTAC	NAVY
	74369ABR-019	5.11 STRYKE PANTS WITH FLEXTAC , MENS	BLACK
	64386ABR-019	5.11 STRYKE PANTS WITH FLEXTAC , WOMENS	BLACK
	74369ABR-120	5.11 STRYKE PANTS WITH FLEXTAC , MENS	COYOTE TAN
	64386ABR-120	5.11 STRYKE PANTS WITH FLEXTAC , WOMENS	COYOTE TAN

	74273ABR-019	5.11 TACTICAL TACLITE PRO MENS PANTS	BLACK
	64360ABR-019	5.11 TACTICAL TACLITE PRO WOMENS PANTS	BLACK
	114002	FIRST TACTICAL DEFENDER SERIES MEN'S PANT	BLACK
	74407ABR-750	5.11 WOOL MOTOR BREECHES	MID NAVY
Uniform Undervest Shirt			
	UVS171	ELBECO MEN'S UV1 CX360 LONG SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS172	ELBECO MEN'S UV1 CX360 SHORT SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS173	ELBECO WOMEN'S UV1 CX360 LONG SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS174	ELBECO WOMEN'S UV1 CX360 SHORT SLEEVE UNDERVESTSHIRT	MID NAVY
Outerwear			
	48112ABR-019	5.11 SABRE 2.0 JACKET	BLACK
	48016ABR-019	5.11 TACTICAL RESPONSE JACKET	BLACK
	4660	BLAUER SOFTSHELL FLEECE JACKET	BLACK
	4018-B	COBMEX CARDIGAN SWEATER	BLACK
	4018-N	COBMEX CARDIGAN SWEATER	DK. NAVY
	SH3500	ELBECO SHIELD PERFORMANCE SOFTSHELL JACKET	BLACK
	118508	FIRST TACTICAL MEN'S TACTIX SOFTSHELL JOB SHIFT SHIRT	NAVY
	F1 32189 86	FLYING CROSS WOOL IKE JACKET W/ SILVER P BUTTONS & SILVER ZIPPER	NAVY
	Z1352103	ZABIN INDUSTRIES ALUMINUM ZIPPER FOR ABOVE JACKET	SILVER
	F1 MBT7886 86 NA	FLYING CROSS POLYESTER BADGE TABS W/ METAL EYELETS FOR ABOVE JACKET	NAVY

	870-T	GAME WORKWEAR FIREFIGHTER 1/2 ZIP TURTLENECK SWEATSHIRT	NAVY
	8270-400	GAME WORKWEAR PATRIOT LONG SLEEVE SHIRT	NAVY
	FOS900168	OAKLEY SI LIGHTWEIGHT 2.0 GLOVES	BLACK
	1009B	TACT SQUAD DUTY JACKET	BLACK
	1111-N	TACT SQUAD FLANNEL LINED WINDBREAKER	NAVY
	1111-B	TACT SQUAD FLANNEL LINED WINDBREAKER	BLACK
	201A	AUBURN SPORTSWEAR FLANNEL LINED WINDBREAKER OR EQUIVALENT	WHITE
Accessories			
	8119	BLAUER STRETCH MOCK T-NECK DICKIE	BLACK
	4007N	LAWPRO 5/16" x 2" PLAIN TIE BAR	SILVER
	6606-3	LAWPRO 1 1/2" BW NON-LEATHER BELT	BLACK/BW
	45033	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, X-SHORT	BLACK
	45055	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, SHORT	BLACK
	45015	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, REGULAR	BLACK
	45045	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, LONG	BLACK
	MCP38CS	JOHNSON PLASTICS NAME PLATE - SILVER POLISHED SMALL - DARK NAVY LETTERING	SILVER
	N/A	LINE 1 (F.LAST) FIRST INTIAL. LAST NAME (EX: J. SMITH)	N/A
	UA743S	GENERIC NAME TAPE W/ GILT COLORED EMBROIDERY OF FIRST INITIAL. LAST NAME	BLACK
(Executive Jacket)	1-00190-2434-11905	OGS TECHNOLOGIES WATERBURY UNIFORM P BUTTON (SINGLES), SMALL	SILVER
(Executive Jacket)	1-00190-3634-11905	OGS TECHNOLOGIES WATERBURY UNIFORM P BUTTON (SINGLES), LARGE	SILVER
	S0132550	BETTER EMBLEM MOURNING BANDS, 50 PK	BLACK
	S01325100	BETTER EMBLEM MOURNING BANDS, 100 PK	BLACK
Headwear			
	R10-PD-NV-BK	KEYSTONE CAP COVER/UNIFORM HAT LAPD R10 NAVY w/ SILVER P BUTTONS	NAVY

	R10CUSTOM	KEYSTONE CAP COVER/UNIFORM HAT LAPD R10 NAVY w/ SILVER P BUTTONS & GILT COLORED SCRAMBLED EGGS	NAVY
ATU Rain Uniform			
	11230	UNITED ATU SHORT SLEEVE UNIFORM SHIRT	BLACK
	11240	UNITED ATU LONG SLEEVE UNIFORM SHIRT	BLACK
	10140	UNITED ATU CARGO TROUSER	BLACK
Uniform Polo			
	112509	FIRST TACTICAL MENS PERFORMANCE SHORT SLEEVE POLO	BLACK
	111503	FIRST TACTICAL MENS PERFORMANCE LONG SLEEVE POLO	BLACK
	122509	FIRST TACTICAL WOMENS PERFORMANCE SHORT SLEEVE POLO	BLACK
	121503	FIRST TACTICAL WOMENS PERFORMANCE LONG SLEEVE POLO	BLACK
	112509	FIRST TACTICAL MENS PERFORMANCE SHORT SLEEVE POLO	MID NAVY
	111503	FIRST TACTICAL MENS PERFORMANCE LONG SLEEVE POLO	MID NAVY
	122509	FIRST TACTICAL WOMENS PERFORMANCE SHORT SLEEVE POLO	MID NAVY
	121503	FIRST TACTICAL WOMENS PERFORMANCE LONG SLEEVE POLO	MID NAVY
	K5138	ELBECO UFX PERFORMANCE TACTICAL MENS SHORT SLEEVE POLO	GRAY
	K5148	ELBECO UFX PERFORMANCE TACTICAL MENS LONG SLEEVE POLO	GRAY
	K5178LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS SHORT SLEEVE POLO	GRAY
	K5188LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS LONG SLEEVE POLO	GRAY
	K5131	ELBECO UFX PERFORMANCE TACTICAL MENS SHORT SLEEVE POLO	BLACK
	K5141	ELBECO UFX PERFORMANCE TACTICAL MENS LONG SLEEVE POLO	BLACK
	K5171LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS SHORT SLEEVE POLO	BLACK
	K5181LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS LONG SLEEVE POLO	BLACK
	K5135	ELBECO UFX TACTICAL MENS SHORT SLEEVE POLO	RED







	K5145	ELBECO UFX TACTICAL MENS LONG SLEEVE POLO	RED
	K5138	ELBECO UFX TACTICAL MEN'S SHORT SLEEVE POLO	ROYAL BLUE
	K5174LC	ELBECO UFX TACTICAL WOMEN'S SHORT SLEEVE POLO	ROYAL BLUE
	71049-018	5.11 PERFORMANCE MEN'S SHORT SLEEVE POLO	CHARCOA L
	61165-018	5.11 PERFORMANCE WOMEN'S SHORT SLEEVE POLO	CHARCOA L
	71049-724	5.11 PERFORMANCE MEN'S SHORT SLEEVE POLO	DK NAVY
	72049-724	5.11 PERFORMANCE MEN'S LONG SLEEVE POLO	DK NAVY
	61165-724	5.11 PERFORMANCE WOMEN'S SHORT SLEEVE POLO	DK NAVY
HONOR GUARD			
	F-40 BLK	STRATTON FELT CAMPAIGN HAT W/ TWO HORIZONTAL EYELETS	BLACK
	HTI01	HAT TRAP, INC. CAMPAIGN HAT TRAP CASE	BLACK
	HW261 SIL	W. ALBOUM HAT METTALIC CAMPAIGN CORD WITH ACORNS	SILVER
	28P8696 96	FLYING CROSS DRESS PANT	DK NAVY
	BNF-7257- 32-0N1002	EISEMAN-LUDMAR CO INC 1 INCH TROUSER NYLA-TWIST BRAID (PAIR)	GRAY
	N/A	INSTALLATION OF SILVER BRAID FOR PANTS	N/A
	19B9996C 96	FLYING CROSS SINGLE BREASTED DRESS COAT W/SILVER "P" BUTTONS	BLACK
	501 WHT	GRIP-FLEX CORP INFANTRY STYLE SHOULDER CORD (WHITE)	WHITE
	501 BLACK	GRIP-FLEX CORP INFANTRY STYLE SHOULDER CORD (BLACK)	BLACK
	56475ABR- 019	5.11 TACTICAL CAMS 3.0 BAG	BLACK
	6-00000- ACPB-00000	OGS TECHNOLOGIES WASHERS AND TOGGLES FOR UNIFORM BUTTONS, 12 PER POLY BAG	MIRRA- BRITE FINISH
Patches			

	N/A	HERO'S PRIDE AIDE PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE ANIMAL CONTROL PATCH (TWO LINES, 3"W x 1 1/2"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE BADGE PATCH, SWORN	VARIOUS
	N/A	HERO'S PRIDE BADGE PATCH, PROFESSIONAL	VARIOUS
	BNFST-C75-17-029140L	EISEMAN-LUDMAR CO. INC. BRAID FOR EXECUTIVE JACKET CUFFS; GILT EDGES & CMPD BLUE IN THE MIDDLE	GILT & BLUE
	N/A	HERO'S PRIDE CADET PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE CMPD SHOULDER PATCH	VARIOUS
	N/A	HERO'S PRIDE CRIME SCENE UNIT PATCH (TWO LINES STRAIGHT TAB, 3"W x 1 1/2"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE EXPLORER PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE FTO PATCH (2 7/8"), BLUE STRIPES W/ GILT EDGE & BLUE STAR W/ GILT EDGE	BLUE & GILT
	N/A	HERO'S PRIDE MOTOR BREECH STRIPING (OUTER EDGES GILT & INNER EDGE BLUE)	GILT & BLUE
	N/A	HERO'S PRIDE RECORDS PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE SGT. CHEVRONS (2 7/8" W); BLUE STRIPES W/ GILT EDGE	BLUE & GILT

	N/A	HERO'S PRIDE SGT. CHEVRON W/ STAR (10 YR) (2 7/8"); BLUE STRIPES W/ GILT EDGE & GILT STAR	BLUE & GILT
	N/A	HERO'S PRIDE SUPERVISOR PATCH (STRAIGHT, 3 1/2"X 1 1/8")	BLUE W/ GILT LETTERING
	N/A	HERO'S PRIDE TRAFFIC WINGS; GILT WINGS W/ BLACK EDGE, STANDARD WING	BLACK & GILT
	N/A	HERO'S PRIDE TRAINEE PATCH (STRAIGHT, 3 1/2"X 1 1/8")	BLUE W/ GILT LETTERING
	N/A	HERO'S PRIDE VOLUNTEER PATCH (STRAIGHT, 3 1/2" X 1 1/8")	BLUE W/ GILT LETTERING
Metal Insignia			
	4441	HERO'S PRIDE COLLAR INSIGNIAS, SILVER CHAPLAIN CROSS (PAIR)	SILVER
	4493N	HERO'S PRIDE SMALL CHIEF STARS FOUR (4) STARS, SILVER, PAIR	SILVER
	4473N	HERO'S PRIDE LARGE CHIEF STARS FOUR (4) STARS, SILVER, PAIR	SILVER
	4492N	HERO'S PRIDE SMALL DEPUTY POLICE CHIEF STARS THREE (3) STARS, SILVER, PAIR	SILVER
	4472N	HERO'S PRIDE LARGE DEPUTY POLICE CHIEF STARS THREE (3) STARS, SILVER, PAIR	SILVER
	J63 NI	BLACKINTON SMALL CAPTAIN BARS, SILVER, PAIR	SILVER
	J64 NI	BLACKINTON LARGE CAPTAIN BARS, SILVER, PAIR	SILVER
	J61 NI	BLACKINTON SMALL LIEUTENANT BARS, SILVER, PAIR	SILVER
	J62 NI	BLACKINTON LARGE LIEUTENANT BARS, SILVER, PAIR	SILVER
Tailoring & Alterations			
SHIRTS	N/A	ADD TAILS ON SHIRT	N/A
	N/A	BADGE TAB APPLICATION	N/A

	N/A	CREATE MIC HOLE	N/A
	N/A	CUT TAILS OF SHIRT	N/A
	N/A	LIFT SHOULDERS (TAPER)	N/A
	N/A	HEM PANTS; IF NOT INCLUDED IN THE COST OF THE PANTS	N/A
	N/A	MATERNITY ALTERATION FEE (TO CONVERT TO A MATERNITY SHIRT)	N/A
	N/A	REMOVAL OF MIC TAB	N/A
	N/A	REPAIR SHIRT HOLE	N/A
	N/A	SEW DOWN EPAULETS	N/A
	N/A	SEW ON VELCRO HOOK	N/A
	N/A	SEW ON VELCRO LOOP	N/A
	N/A	SEW PATCH ON EXISTING UNIFORM	N/A
	N/A	SHORTEN SLEEVE	N/A
	N/A	TAPER SIDES OF SHIRT	N/A
	N/A	TAPER SLEEVES OF SHIRT	N/A
	N/A	ZIPPER INSTALLATION	N/A
PANTS	N/A	ADJUST CROTCH	N/A
	N/A	ADJUST EXISTING HEM	N/A
	N/A	ADJUST SEAT IN PANTS	N/A
	N/A	ADJUST WAIST IN OR OUT OR LOWER BELT	N/A
	N/A	MATERNITY PANEL (STRETCH MATERIAL FOR PANEL)	N/A
	N/A	MATERNITY PANEL ALTERATIONS (TO ADD PANEL)	N/A
	N/A	TAPER PANT LEGS	N/A
DRESS JACKET	N/A	ADD BRAID ON CUFFS OF EXECUTIVE JACKET	N/A
	N/A	BADGE TAB APPLICATION	N/A
	N/A	CUT TAILS	N/A
	N/A	OPEN SLEEVES	N/A
	N/A	SHORTEN SLEEVES	N/A

	N/A	TAPER BODY OF JACKET	N/A
	N/A	TAPER SLEEVES	N/A
	N/A	ZIPPER INSTALLATION	N/A
	N/A	ZIPPER REMOVAL	N/A
Direct Embroidering & Screening			
	N/A	STAR - GILT COLORED THREAD	GILT
	N/A	20 YEAR WREATH - GILT COLORED THREAD	GILT
	N/A	25 YEAR WREATH (WREATH W/ STAR) - GILT COLORED THREAD	GILT
	N/A	30 YEAR WREATH (WREATH W/ 2 STARS) - GILT COLORED THREAD	GILT
	N/A	35 YEAR WREATH (WREATH W/ 3 STARS) - GILT COLORED THREAD	GILT
	N/A	40 YEAR WREATH (WREATH W/ 4 STARS) - GILT COLORED THREAD	GILT
	N/A	EMBROIDERING OF CHAPLAIN LOGO (SEE BELOW IMAGE), BLACK COLORED THREAD	BLACK
	N/A		BLACK
	N/A	EMBROIDERING OF WORDING: CHAPLAIN - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - GILT COLORED THREAD	GILT
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - BLACK COLORED THREAD	BLACK
	N/A	EMBROIDERING OF FIRST NAME & LAST NAME - BLACK COLORED THREAD	BLACK
	N/A	EMBROIDERING OF FIRST NAME & LAST NAME - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF COSTA MESA PD EST. 1953 LOGO (SEE BELOW IMAGE)	BLUE & GRAY
		 	
	N/A	EMBROIDERING OF 3" CITY SEAL (LEFT CHEST)	VARIOUS

	N/A	EMBROIDERING OF 2 LINE WORDING, RIGHT CHEST; 1ST LINE: COSTA MESA 2ND LINE: TELECOMMUNICATIONS - GILT COLORED THREAD	GILT
	N/A	COSTA MESA PD MESAC LOGO, SILVER COLORED THREAD (SEE BELOW IMAGE)	SILVER
	N/A	 THE DOTTED LINES THE EMBROIDERING	SILVER
	N/A	EMBROIDERING OF NAME TO MATCH MESAC LOGO COLOR, SILVER COLORED THREAD	SILVER
	N/A	1/2" EMBROIDERING OF K-9, WHITE LETTERING	WHITE
	N/A	2" WHITE SCREENED LETTERING: GANG UNIT	WHITE
	N/A	2" WHITE SCREENED LETTERING: INVESTIGATIONS	WHITE
	N/A	3" BLACK SCREENED LETTERING: CHAPLAIN	BLACK
	N/A	3" NAVY SCREENED LETTERING: CHAPLAIN	NAVY
	N/A	3" WHITE SCREENED LETTERING: 1ST LINE: PARK 2ND LINE: RANGER	WHITE
	N/A	3" WHITE SCREENED LETTERING: POLICE	WHITE
Duty Gear			
	BA054	ASP 21" Airweight Expandable Baton	BLACK
	BA004 BLK BW	ASP Rotating Sidebreak Scabbard for 21" Expandable Batons	BLACK
	HS098 SPL	GALLS Barrier Tape, English/Spanish POLICE Line, One Roll	YELLOW/ BLACK
	HS287	GALLS Barrier Tape, English/Spanish POLICE Line, Ten-Pack	YELLOW/ BLACK
	MB 1051	ELEVEN 10 GEN 7 C-A-T RIGID TQ CASE, ATTACHMENT - BELT	BLACK
	NP445 BW / 7923	Bianchi ACCUMOLD Elite Adjustable Radio Holder Black Basket weave	BLACK
	NP351 BW HS / 7900	Bianchi ACCUMOLD Elite Covered Cuff Case Hidden Snap Black Basket weave	BLACK
	NP352 BW HS 2 / 7902	Bianchi ACCUMOLD Elite Double Magazine Holder Black Basket weave	BLACK

	NP355 BW HS / 7907	Bianchi ACCUMOLD Elite OC Holder Black Basket weave	BLACK
	ZN613 BW / 7904	Bianchi ACCUMOLD Elite PR 24 Holder Black Basket weave	BLACK
	NP364 BW NKL / 7960	Bianchi ACCUMOLD Elite Sam Browne Belt Basket weave	BLACK
	NP360 BLK BW / 7916	Bianchi ACCUMOLD Elite Silent Key Holder Black Basket weave	BLACK
	NP161 / 7205	Bianchi ACCUMOLD Inner Velcro Belt Liner Black	BLACK
	NP354 BW HS / 7906	Bianchi Elite Belt Keeper-Hidden Black Set of 4 Black Basket weave	BLACK
	BA043	Kohaut 36" Hickory Riot Baton	BLACK
	52239	ML KISHIGO SAFETY VEST ANSI PSV	BLUE
	BA705 / MON-2801 BK	Monadnock LAPD 26 Wooden Baton	BLACK
	ZC857 / MON-2710	Monadnock Non-Lethal Defense LAPD Stop	BLACK
	FA 240	NORTH AMERICAN RESCUE CAT TOURNIQUET, GEN 7, COMBAT APPPLICATION	BLACK
	RS001 / Model 700	PEERLESS Chain-Link Nickel Finish Handcuffs	NICKEL
	HLMPASOMF S	POINT BLANK PASGT HELMET WITH OMEGA HARNESS & FACE SHIELD	BLACK
	UE066 BLK	GENERIC POLICE WHISTLE	BLACK
	RS270 / RIH- 100	RIPP HOBBLE RESTRAINT	BLACK
	LP198 93 BRH & BLH/6280- 93-82-S	SAFARILAND SLS LEVEL II DUTY HOLSTER; LEFT & RIGHT HAND	BLACK
	LP552 SBLH BLK 4502	SAFARILAND ALS LOW RIDE LEVEL III DUTY HOLSTER, LEFT HAND	BLACK

	LP552 SBRH BLK 4502	SAFARILAND ALS LOW RIDE LEVEL III DUTY HOLSTER, RIGHT HAND	BLACK
	RW123 / S305V	Spiewak Vizguard Reversible Duty Rain Pant	Hi-Viz Yellow/Bl ack
	6234	TruSpec MILITARY HELMET BAG	BLACK
	52141	UNCLE MIKE'S AR15/M4 RIFLE CASE FOR LARGE (43")	BLACK
	98009005848	TEAM WENDY ZIPPERED HELMET BAG	BLACK
Safety/B allistic Vests			
	HLAABD020 M	POINTE BLANK MEN'S BODY ARMOR, LAPD BLACK SERIES, AXBIIIA CONCEALABLE VEST	BLACK
		W/ ONE POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	HXAAXB020 M	POINTE BLANK WOMEN'S BODY ARMOR, LAPD BLACK SERIES, AXBIIIA CONCEALABLE VEST	BLACK
		W/ ONE POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	HL6N00BVO M	POINT BLANK HI-LITE CARRIER	BLACK
	HTAABD020 M	POINT BLANK TRUFIT BODY ARMOR, AXBIIIA CONCEALABLE VEST W/ ONE	BLACK
		POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	RV2MBVT3A G258BV	ARMOR EXPRESS BODY ARMOR, VORTEX LEVEL IIIA, INCLUDES TWO(2) BLACK	BLACK
		REVOLUTION CARRIERS & ONE (1) SOFT TRAUMA PLATE, MALE	N/A
	RV2FBVT3AG 257BV	ARMOR EXPRESS BODY ARMOR, VORTEX LEVEL IIIA, INCLUDES TWO(2) BLACK	BLACK
		REVOLUTION CARRIERS & ONE (1) SOFT TRAUMA PLATE, FEMALE	N/A
Load Bearing Vest (K-9)	GDAM003A0 J	Point Blank Guardian Carrier, Zipper Pocket, MOLLE	BLACK
LBV Accessori es	PCHMP0AC0J	POINT BLANK Velcro Flap, Double Pistol Mag Pouch, Tuck Strap	BLACK

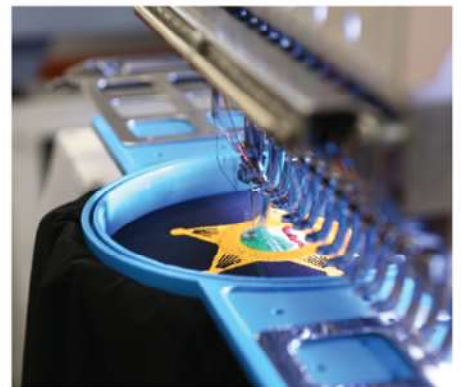


	PCHHC0AC0J	POINT BLANK Velcro Flap 2 Stacked Handcuff Pouch, Tuck Strap	BLACK
	PCHRD0AC0J	POINT BLANK Velcro Buckle Single Radio Pouch, Tuck Strap	BLACK
	PCHUP0AC0J	POINT BLANK Zipper Small Misc./Utility Pouch, Tuck Strap w/ MOLLE	BLACK
	PCHUP1AC0J LG	POINT BLANK Utility Pouch, Large, Tuck Strap w/ MOLLE	BLACK
	PCHTZ0AC0J	POINT BLANK X26 Taser Buckle Holster	BLACK
	N/A	Heat Transfer, front, White, 1"x4" Name Placard, Top Line To Read: 1st Initial, Last Name	WHITE
	N/A	Bottom Line to Read: K-9	WHITE
	N/A	Heat Transfer, back, White, 3"x11"; Top Line to Read: POLICE / Bottom Line To Read: K-9	WHITE
Footwear			
	AA-905	ALL AMERICAN LEATHER MOTOR BOOT, P276 SOLE	BLACK
	VARIOUS	BOOTS	BLACK
	VARIOUS	SHOES	BLACK
	831-6032	THOROGOOD POROMERIC HIGH GLOSS ACADEMY CHUKKA BOOTS	BLACK

**APPENDIX C  
FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



## **COSTA MESA POLICE DEPARTMENT Police Department Uniforms & Duty Gear**

IFB #25-15

Galls, LLC Response

Due: February 19, 2025 at 2:00 PM PST





February 18, 2025

Ms. Stephanie Urueta  
Finance Department  
Costa Mesa Police Department  
77 Fair Drive, 1st Floor  
Costa Mesa, CA 92626

17600 Fabrica Way  
Cerritos, CA 90703  
Ph: (562) 243-0927  
Fax: (562) 252-0091  
[www.galls.com](http://www.galls.com)

Re: IFB #25-15 for Police Department Uniforms & Duty Gear

Dear Ms. Urueta:

Galls, LLC ("Galls") is excited about the opportunity to service Costa Mesa Police Department for IFB #25-15 for Police Department Uniforms & Duty Gear and looks forward to continuing to be a key Partner if awarded. Galls has been in business for over 58 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America's public safety professionals.

Galls' Corporate Office and Primary Distribution Center is located at 1340 Russell Cave Road, Lexington, KY 40505, the phone number is 859-266-7227, and the email is [bidreview@galls.com](mailto:bidreview@galls.com). In addition to the primary location, Galls has over 80 locations nationwide consisting of distribution centers, retail stores, and contract service centers. For Costa Mesa Police Department's specific needs, we have a retail store at 1249 West Katella Avenue, Orange, CA 92867 and a corporate office at 17600 Fabrica Way, Cerritos, CA 90703.

Melissa Castro will be your primary contact during the RFP process.

- Phone: 562-304-7354
- Cell: 562-419-6443
- Email: [castro-melissa@galls.com](mailto:castro-melissa@galls.com)
- Availability: Monday- Friday 8:30 am – 5:00 pm PST
- Response time: 24-48 Hours

Galls, LLC ("Galls") is pleased to present our proposed solutions to Costa Mesa Police Department. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Our goal is to make sure that we can be proud of the service and products we provide. Our core customers constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and duty gear to Costa Mesa Police Department facilities per the specifications over the term of the contract and all extensions. We are proud to serve America's Public Safety Professionals.

Galls is your reliable source for quality, in-stock public safety equipment and uniforms. Like you, we're quick, efficient and effective. We understand that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. Galls services the needs of law enforcement, military, security, fire, EMS, postal, public transportation and more. Galls offers an extensive selection of products and brands, competitive prices, responsive service, fast deliveries, and seamless ordering. Each year, over one million men and women trust us to supply their essential gear and supplies. With over 50 years in the industry, it's easy to see why. Additionally, Galls offers thousands of agencies and departments a 360° solution and provides each with a personalized web portal that makes ordering easy, fast and convenient. At Galls, you can always count on friendly, knowledgeable customer service, convenient online ordering, in-stock availability on most items, and fast same-day shipping. We are proud to serve America's public safety professionals. Wherever your tough profession takes you, you'll find we have what you need to get through in one piece. With so many people counting on you to meet the demands of your job and your duty, Galls stands ready to help you meet the challenge.

Galls' bid is valid for 120 days after the IFB closing date.

Galls does not take any exceptions to the contract document included in the Sample Agreement attached to the IFB.

Dave House, Vice President of Sales – Western Region is the Supervisor who is assigned to this contract. He has been with Galls, providing uniforms and duty gear to law enforcement agencies for over 19 years. He works out of the Cerritos location and is available during normal working hours or emergencies to make contract decisions.

Galls' retail store at 1249 West Katella Avenue, Orange, CA 92867 is the office facility that support daily operations. It is within 14 miles of the Costa Mesa Police Department.

Galls has not received any addenda for this opportunity.

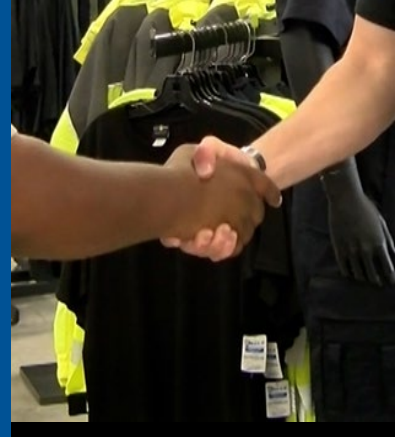
We appreciate the consideration and look forward to continuing to provide service to the Costa Mesa Police Department for the duration of the Contract. Please direct all questions or concerns to the undersigned.

Thank you,



Mike Fadden  
Chief Executive Officer  
Galls, LLC

# PROPOSAL FOR POLICE DEPARTMENT UNIFORMS & DUTY GEAR



## BACKGROUND AND PROJECT SUMMARY SECTION

As the incumbent contractor, Galls, LLC has an established relationship with the Costa Mesa Police Department. Costa Mesa remains integrated into our internal systems and continues to benefit from our online ordering portal, "eEquip." To ensure a seamless transition, only a brief timeframe of 24 to 48 hours is needed for the updates required by this contract including: pricing and a review of all categories currently listed on eEquip continue to meet the ongoing needs of the Costa Mesa Police Department.

We appreciate your consideration of the following bid details and look forward to the opportunity to continue serving the Costa Mesa Police Department. Your Strategic Account Manager, Jason Campbell, remains ready to assist with any ordering solutions required. He can be reached by phone at (859) 207-0895 or by email at [campbell-jason@galls.com](mailto:campbell-jason@galls.com).

## SERVICES

Galls confirms that all garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and they will meet CMPD's desired specifications, as agreed upon award of contract.

All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the City.

Galls shall provide trained personnel, when required, for measuring and fitting of uniforms at our store in Orange.

Upon proper identification as a City personnel, Galls shall sell replacement clothing or equipment at the City's contract prices. The Contractor shall furnish only the contract items specified and shall not substitute a lesser quality of materials than was originally proposed.

Galls' tailoring, fitting, alterations, sewing on of emblems and pressing will conform to CMPD's Uniform and Accessories Specifications and Requirements as displayed in Exhibit 1 of the IFB.

Galls will be able to provide emergency and nonemergency uniform services during regular and after-business hours on a 24-hour basis.

City departments may purchase all items listed in the IFB according to the department needs.





Galls may not sell uniforms of one department to any other department. Proper identification will be required to be presented by City personnel to Galls at the time of order placement, pickup, and delivery.

Galls will be able to provide special order uniforms and related accessories or equipment. These will not be specified in the contract but approved as a substitute item, as requested by the employee at the employee's expense. These costs must be billed separately to the employee. However, Galls must be able to track and report all substituted items purchased by employees and shall make subject information available to the City as part of the regular reporting.

Galls will be able to provide samples of uniforms and related accessories upon request by the City for use as control samples throughout the duration of the contract. For items listed in the "Summary of Items" that require samples, such as patches, badges, emblems, and insignias, Galls shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by Galls. The City shall supply Galls with necessary artwork. The City may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. The City may request items in writing to Galls as needed, and new items will be included in a contract amendment on a quarterly basis.

Galls will notify the City in writing of discontinued items before services will be interrupted or as soon as reasonably possible and provide suggested alternates.

Galls will notify the City in writing of product backorders, as soon as possible, once Galls is notified of such a delay from a manufacturer.

Galls will be able to accommodate contract amendments for the duration of the contract with timely delivery of notarized documents.

### MEASUREMENT AND MARKING UNIFORM GARMENTS

When requested via an approved order, Galls will measure each individual and issue uniform and equipment items specifically for that individual, providing the proper size, adequate fit, and marking each garment and accessory to assure ready identification. Uniforms and accessories shall include the measurement, marking, tailoring, and alteration. Galls will demonstrate how measurement and alteration services will be provided at our storefront location in Orange.

### ALTERATION AND REPAIR SERVICE

Galls will be able to provide alteration and repair services to new and previously purchased uniforms throughout the duration of the Contract. Galls will provide and submit a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

Embroidery of the following will be provided by Galls on an as needed basis:



CHAMPLAIN LOGO



COSTA MESA PD EST. 1953



Actual Embroidering



COST MESA PD MESAC LOGO, SILVER CLORED THREAD

Galls shall provide emergency garments on a temporary basis to City employees if required. (Example: New employees waiting for new uniform to be ordered or special size not in stock.)





### **DELIVERY/ PICKUP**

Prices shall include all delivery costs, if applicable, and unloading charges to the various departments in the City. However, pickup is the preferred method at this time. For uniforms, accessories, and miscellaneous items that are normally stocked, delivery/pickup shall be made within five (5) working days after receipt of order. For special order items, delivery/pickup shall be made within ten (10) working days.

Galls will be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. "Will Call" items shall be available for pick-up within four (4) hours after order.

### **MINIMUM ORDERS**

No minimum orders are required.

### **ADEQUATE STOCK**

Galls will maintain adequate stock of uniforms, accessories, and miscellaneous equipment to accommodate City employee's needs, including emergencies, new hires, and fill-in orders, as needed by the City, through the length of the Contract. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

There shall be a minimum inventory maintained for each type of shirt and trouser in an assortment of sizes, plus a reasonable quantity of replacement items making up a complete uniform, including leather goods, accessories, and other equipment listed. The City may inspect the Galls' facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule of five (5) working days.

### **ALTERNATIVES OR EXCEPTIONS**

Galls is bidding as specified for all items with the exception of the following lines due to the fact that the requested items are no longer available: . Specifications are included for the alternates offered. Galls will be happy to attend a product demonstration day where a complete set of uniform items will be displayed to the City reviewers.

Galls acknowledges and agrees that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Galls further acknowledges and agrees that the City's approval of an "approved equal" product does not relieve Galls from its duty to meet the functional and performance requirements in the Specifications so that Galls may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid with an approved equal, Galls accepts these risks and the liability associated with these risks and waives all claims against the City for costs related to supplying replacements.

### **MISCELLANEOUS ITEMS**

The City can, at any time, request to purchase items not listed in the contract but that are publicly available in Galls' catalog or website. Upon written request from an authorized City representative, Galls will provide a quote for the special order.

### **ONLINE ORDERING SYSTEM**

Contractor shall, at no additional charge, provide an online ordering and reporting system to better facilitate individual and bulk purchasing and provide customized tracking and reporting.



The system should meet the following minimum requirements:

- Allow City to view contracted products
- Allow employees to select items for purchase online.
- Track purchases and purchasing data
- Ability to create "on demand" reports using user-defined queries such as:
  - Product Number
  - Employee or ID#
  - Billing Account Codes
  - Purchase Date, or Purchase Date Range
  - Purchasing Department and Division
- Ability to create reports to track overall purchases by Division
- Provide notification of order status to employee(s)
- Provide an estimated time for delivery

The online system will be operational within 90 days of the award of the contract. A demonstration of the proposed system will be readily available at the City's request.

### **SUBCONTRACTORS**

Galls will not utilize subcontractors in the performance of this contract.



## ***AUGUSTA SPORTSWEAR NYLON COACHES' JACKET - LINED***

*Item# JA195 | Mfg# 3100*



### **PRODUCT SPECS**

- Outer shell of 100% nylon taffeta
- Lined with 100% polyester
- Tear away label
- Snap front
- Raglan sleeves for maximum mobility
- Front pockets
- Elastic cuffs
- Open bottom
- Water-resistant



## ***EISEMAN-LUDMAR COBRA SHOULDER CORD***

*Item# UN144 | Mfg# N/2121B-RW*



### **PRODUCT SPECS**

- Cobra Shoulder Cord
- Button Loop
- Available in a variety of colors

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

February 19, 2025

Date

Mike Fadden, on behalf of Galls, LLC attests that we have not made any campaign contributions to any Costa Mesa City Council Member.



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-290

**Meeting Date:** 5/20/2025

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**TITLE:**

**SECOND AMENDMENT TO THE WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE**

**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 approve the Second Amendment to the Waste Disposal Agreement with the County of Orange.

**BACKGROUND:**

The City currently operates under a non-exclusive hauling franchise system which allows for a competitive market for services to multi-family residents and businesses receiving commercial solid waste service. This non-exclusive system consists of seven (7) waste haulers that provide weekly/recurring service. Residential service, including smaller multi-family residences, is provided under a separate Costa Mesa Sanitary District exclusive franchise.

Solid waste disposal at Orange County landfills is governed by a Waste Disposal Agreement (WDA) under which various cities, including Costa Mesa, and sanitary districts agree to exclusively deposit certain waste at the County of Orange's landfills in exchange for low and stable disposal rates. The current WDA was entered in 2009 (Attachment 1) and subsequently amended to extend the term through June 30, 2025 (Attachment 2).

**ANALYSIS:**

The current WDA between all Orange County cities/sanitary districts and the County of Orange expires on June 30, 2025. In January 2022, OC Waste & Recycling (OCW&R) notified cities of its intent to revise the WDA to align with legislative requirements such as Senate Bill 1383, which requires local governments to divert organic waste, such as food scraps and landscaping waste, away from the landfills in an effort to reduce greenhouse gas emissions and preserve landfill capacity. OCW&R presented a proposed successor agreement to the WDA, titled the Waste Infrastructure System Enhancement (WISE) agreement, at an Orange County City Manager's summit on November 7, 2024.



The WISE agreement proposed increasing the landfill disposal rate from the current rate of \$42.65 to \$82 per ton (a 92.3% increase). It also proposed a rebate program for composted organic waste and an allocation of capital expenditures for organics recycling infrastructure at County landfills.

The Orange County City Manager Association (OCCMA) formed a committee in December 2024 to negotiate a successor agreement to the WDA and requested an extension of the current WDA to allow time for such negotiations. OCW&R has agreed to the OCCMA committee's requested extension under the terms of the proposed amendment, which generally provides for a 12-month extension of the current WDA and a 2.6% disposal fee increase, per the escalation formula in the current WDA.

The extension period will allow stakeholders to conduct due diligence on a successor agreement to the WDA as well as evaluate costs, infrastructure plans, and future fee adjustments. If the OCCMA committee and OCW&R do not reach mutually agreeable terms by September 30, 2025, OCW&R will still continue to work on an agreement and provide monthly updates to all cities/sanitary districts beginning in October 2025.

Staff believes that executing the Second Amendment is in the public interest since it will ensure stable disposal rates and collaboration between all cities/sanitary districts in Orange County for an additional year. The contract rate in the agreement is set at \$43.76 per ton, which is a 2.6% fee increase. All Orange County cities and special districts must approve this amendment in order for it to take effect by the targeted July 1, 2025, deadline.

Staff requests City Council approval of the Second Amendment to the WDA with the County of Orange.

#### **ALTERNATIVES:**

The City Council could choose not to approve the Second Amendment to the WDA. However, without the proposed Amendment, Costa Mesa customers could encounter unstable disposal rates as haulers may pay higher landfill rates and potentially utilize alternative out-of-county landfills to dispose of material.

#### **FISCAL REVIEW:**

There is no fiscal impact to the City Budget with the approval of the recommended action.

#### **LEGAL REVIEW:**

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

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

This item works toward achieving the following City Council goal:

- Maintain and enhance the City's infrastructure, facilities, equipment, and technology.

**CONCLUSION:**

Staff recommends the City Council approve the Second Amendment to the Waste Disposal Agreement with the County of Orange.

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WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and  
the

CITY OF COSTA MESA

Dated \_\_\_\_\_, 2009

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County Authorization Date:

March 24, 2009

County Notice Address:

Director  
OC Waste & Recycling  
300 N. Flower Street, Suite 400  
Santa Ana, CA 92703

City Authorization Date:

City Notice Address:

Execution Copy

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FORM OF HAULER ACKNOWLEDGEMENT

## WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

### RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City, in the exercise of its police power and its powers under the Act, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

In 1997, the City and the County entered in a waste disposal agreement (the "Original WDA"), pursuant to which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original WDA.

The Original WDA, as amended, will expire by its terms on June 30, 2010, unless the City and the County agree to renew the Original WDA.

The City and the County desire to enter into this agreement to extend, amend and restate the Original WDA, on the terms and conditions set forth herein. The County and City acknowledge that the Original WDA shall remain in full force and effect until the Commencement Date.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:



ARTICLE I  
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, the Orange County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"Board" means the California Integrated Waste Management Board.

"Capital Costs" means all costs of the Disposal System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Disposal System reported as "Buildings and Improvements, and Infrastructure" (Object Code 4200) or "Equipment" (Object Code 4000) in the County of Orange - Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or



omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A "Change in Law" shall include but not be limited to any new or revised requirements relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the city or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and
- (3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Plan" means the integrated waste management plan of the County approved by the Board pursuant to the Act as in effect from time to time.



"County Acceptable Waste" means Acceptable Waste generated in the County.

"County OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County, Sanitary District or operator of any Transfer Station located in the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means the Orange County Waste Disposal System which includes solid waste disposal operations at three active landfills (Olinda Alpha, Frank R. Bowerman and Prima Deshecha); four regional Household Hazardous Waste Collection Centers; as well as services, such as monitoring and other activities, at closed refuse stations formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.



"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Disposal System pursuant to a franchise, contract, permit or other authorization with a city in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(E).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any city or Sanitary District executing a Disposal Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Plan of Adjustment" means the County's Modified Second Amended Plan of Adjustment, confirmed by the United States Bankruptcy Court Central District of California in that Conformed Order Confirming Modified Second Amended Plan of Adjustment, filed May 17, 1996.

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.



"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(B) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified at Cal. Ann. Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the Term of this Agreement.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine



vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

- (1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and
- (2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Disposal System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.



(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided, however, that this Agreement shall not supersede the following agreements:

1) MOU, dated March 10, 1992, between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill as amended on April 6, 1993 and November 29, 1994;

2) MOU, dated May 11, 1995, between the City of Brea and the County of Orange regarding importation of out-of-County waste to the Olinda Alpha Landfill;

3) Settlement Agreement, dated August 1, 1984, between the City of Irvine and the County of Orange regarding the Bee Canyon Landfill (currently called Frank R. Bowerman Landfill);

4) MOU, dated May 16, 1995, between the City of Irvine and the County of Orange regarding importation of out-of-County waste to the Frank R. Bowerman Landfill;

5) MOU, dated September 12, 1995, and amended November 21, 1995, between the City of San Juan Capistrano and the County of Orange regarding importation of out-of-County waste to the Prima Deshecha Landfill;

6) MOU, dated July 1, 1997, between the City of San Clemente[, the Orange County Flood Control District] and the County of Orange regarding the Prima Deshecha Landfill; and

7) Cooperative Agreement, dated August 15, 2006, between the County and the City of Irvine.

(J) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.



(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III  
DELIVERY AND ACCEPTANCE OF WASTE  
AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Disposal System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Disposal System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Disposal System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Disposal System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.



(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Disposal System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. (1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Waste Disposal Agreement as a result of such breach, the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries by the City for the twelve months prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a



Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected, tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes, after March 30, 2008, solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

### SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System (or such other facilities, including transfer stations, as the County may determine to use), (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess



of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Olinda Alpha, Prima Deshecha and Frank R. Bowerman Landfills open for the receipt of waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Particular Facilities. The Department and the City shall consult and cooperate in determining whether and to what extent from time to time other landfills other than that primarily used by the City shall be utilized to receive Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Disposal System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill primarily used by the City as soon as possible. In the event of a temporary material increase in average daily deliveries of Controllable Waste from the City which the County reasonably believes could result in the permitted daily disposal capacity limit to be exceeded with respect to a particular landfill within the Disposal System, the County shall have the right to redirect the increased Controllable Waste to another landfill within the Disposal System for the duration of the increase in average daily deliveries; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste.

(C) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

### SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;
- (3) Waste that does not constitute Acceptable Waste;
- (4) Waste that is delivered by any party which has not executed a Waste Disposal Agreement; and
- (5) Controllable Waste consisting primarily of construction and demolition debris or inerts which may cause a particular facility's daily tonnage limit to be exceeded.



(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

(E) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Disposal System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for services relating to Source-Separated Household Hazardous Waste with respect to cities which are not parties to a Disposal Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Disposal System's viability; provided, however, if the County chooses to reduce services, the County shall nonetheless continue to expend funds for the Source-Separated Household Hazardous Waste Disposal System each year during the term of this Agreement in an amount at least equal to the amount of funds expended for the Source-Separated Household Hazardous Waste Disposal System during fiscal year 2006-07 as adjusted by changes in the Producer Price Index.

**SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.** Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such waste, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).



SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Disposal System open for the receiving of Controllable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Disposal System. The County shall utilize best efforts to maintain substantially similar hours, as were in effect on January 2, 2009, for the receipt of waste through the term of this Agreement (subject to Applicable Law).

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by notice to the other party.

(D) Review of Records. Each party may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Disposal System to the extent allowed under the California Public Records Act (interpreted as if the parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before [\_\_\_\_\_, 2009]. On or before [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Sanitary Districts, Transfer Stations and Independent Haulers, which waste disposal agreements shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After [\_\_\_\_\_, 2009]. After [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities, including any city, Sanitary District, Transfer Station and Independent Hauler, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Posted Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Disposal System to establish a Posted Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In addition, the County shall reserve the right in any such waste disposal agreement at any time, to the extent permitted by Applicable Law, to refuse to receive and dispose of Acceptable Waste from any city, County Sanitary District, Transfer Station and Independent Hauler if and to the extent that such receipt and disposal may materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the Disposal Agreements to which each is a party.

(C) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. The term of any such agreement for the disposal of Imported Acceptable Waste shall end by the later to occur of (i) December 31, 2015 or (ii) the date on which County general purpose revenues are no longer expended to pay debt service on the Orange County Public



Financing Authority Lease Revenue Refunding Bonds Series 2005, but in no event later than the last day of the fiscal year commencing July 1, 2015.

(D) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Application and Use of Revenues From Other Users. All revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System, shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System, and such Net Import Revenues may be used for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. The parties acknowledge that their intention in determining to allow the importation of Imported Acceptable Waste for disposal by the Disposal System is to stabilize the Contract Rate at rates below those which would otherwise prevail in the absence of such importation.

#### SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services may be funded through the County OC Waste & Recycling Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

### ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

#### SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each Franchise Hauler shall be (x) \$22.00 per ton from the Commencement Date through June 30, 2010, and (y) \$29.95 per ton on and after July 1, 2010, in both cases contingent on the delivery to the Disposal System of an amount of Acceptable Waste at



least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or state statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3; or

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) average annual inflation prior to July 1, 2010 in excess of the levels set forth in Section 4.2(H) and escalation pursuant to Section 4.2(F) ;

(v) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law; or

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii) or (iii) above, the County shall utilize the following remedies in the following order of priority:

(x) reduce the costs of operating the Disposal System to the extent practicable; and

(y) utilize Unrestricted Reserves to pay costs of the Disposal System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (iv), (v) or (vi) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that it will evaluate the feasibility of long term financing for significant capital costs where appropriate.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Disposal System to the extent practicable;

(ii) utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Disposal System;

(iii) utilize Unrestricted Reserves to pay costs of the Disposal System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on 60 days written



notice to the City. In addition, in the event that actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials. In addition, in the event that the Board of Supervisors of the County makes a determination to implement a facility (including but not limited to a transfer station, landfill, conversion technology facility, or a materials recovery or processing facility), which facility would be intended to provide for disposal alternatives after the closure of one or more of the landfills currently operating within the Disposal System, the County may impose an additional charge of \$0.50 per ton of Acceptable Waste in order to pay the costs of the study, development, planning, construction and/or operation of such facility.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I).

(F) Escalation. The Contract Rate shall be adjusted each July 1, beginning July 1, 2011. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 ("CPI") as measured from the October 21 months prior to the rate adjustment to the October immediately preceding the rate adjustment. For example: The July 1, 2011 rate adjustment shall be based upon the index change from October 2009, to October 2010, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate:

Step 1:

$$\left[ \frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2011, the County shall provide the City with notice of the adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County will calculate the new Contract Rate each year.

In the event that the change in the CPI is negative, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.



For example, if the CPI is measured as follows: October 2009 = 205, October 2010 = 204, October 2011 = 201, October 2012 = 208, then there would be no adjustment in July 2011, or July 2012, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2013.

Adjustments pursuant to this Section 4.2(F) shall not require compliance with the provisions of Section 4.2(I).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently \$1.40 per ton). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) Calculation of Cumulative Inflation Rate. For purposes of Section 4.2(A)(iv) for adjustments prior to July 1, 2011, the inflation shall be calculated as the change in the CPI between July of the year of calculation and July 1, 2008. Inflation shall be deemed to exceed the levels set forth below if the ratio between the CPI for July for the year of calculation (calculated in accordance with the formula below) and July 2008 exceeds the ratio corresponding to such year of calculation on the table below. The ratio shall be calculated in accordance with the following formula:

(July CPI of calculation year / CPI for July 2008)

<i>Year of Calculation</i>	<i>Ratio</i>
July 1, 2008	1.0000
July 1, 2009	1.0356
July 1, 2010	1.0723

In the event the CPI is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics or otherwise generally accepted as a replacement for CPI shall be used for purposes of this Agreement. In the event of an adjustment to the Contract Rate pursuant to this section 4.2(H), such adjustment shall be applied to the Contract Rate effective until June 30, 2010, and the Contract Rate effective July 1, 2010.

Adjustments pursuant to this Section 4.2(H) shall not require compliance with the provisions of Section 4.2(I).

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least 90 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for



consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within 30 days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within 45 days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) days of filing the Action, the Challenging Cities shall personally serve on the County Counsel both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, the County Counsel shall execute the Expedited Rate Determination Stipulation and personally serve upon the Challenging Cities through their counsel of record the Expedited Rate Determination Stipulation and its answer to the complaint in the Action. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The City and the County mutually agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of the order contained in the Expedited Rate Determination Stipulation. At such *ex parte* application, the County and the Challenging Cities shall also seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the court and personally serve upon the County the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County



Waste Commission, the transcript of the proceedings of the Board of Supervisors meeting and the Orange County Waste Commission, the minutes of the Board of Supervisors and the Orange County Waste Commission meeting, and the resolution and/or other documentation evidencing action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and personally serve upon the Challenging Cities the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and personally serve upon the County a rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a hearing which shall be conducted at the date set by the court in the *ex parte* hearing conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the court. If the court requests the parties to prepare supplemental briefs in response to any question or issue raised by the court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The court shall issue its written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination.

(11) If the court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the highest percentage rate that does not constitute usury under California laws. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve months) reasonably calculated to provide full reimbursement of the amounts described above.

(12) If for any reason the court does not sign the order contained in the Expedited Rate Determination Stipulation, the City shall, within 30 days of the court's denial of such requested order, file with the court and personally serve upon the County a motion for summary judgment and/or motion for judgment on the pleadings, in accordance with Code of Civil Procedure Section 437(c) and 438. By executing this Agreement, the parties hereby stipulate that, in the event that the Challenging Cities file such summary judgment motion and/or motion for judgment on the pleadings, the Record shall be deemed to have been incorporated into the complaint and answer filed by the Challenging Cities and the County, and no evidence outside of the Record is relevant or material to the dispute raised in the Expedited Rate Determination. The briefing schedule and hearing on such motion for summary judgment and/or motion for judgment on the pleadings shall be in accordance with Code of Civil Procedure Section 437(c). The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12).

(13) In the event that the court both does not sign the order contained in the Expedited Rate Determination Stipulation and either does not hear or does not issue a ruling on the merits on the motion for summary judgment and/or judgment on the pleadings which is dispositive of the issues, claims and causes of action in the complaint filed by the Challenging Cities, the County and the Challenging Cities shall, within twenty days following the issuance of the Court's order or decision not to honor the parties' stipulation or not to hear the parties' motion for summary judgment, make application to the Presiding Judge of the Orange County



Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (13). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the court, to a new trial after the court renders a decision, and to any appeal or review of the decision of the court.

**SECTION 4.3    RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.**

(A)    Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation to the City to pay the Contract Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise.

(B)    Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C)    Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

**SECTION 4.4    BILLING OF THE CONTRACT RATE.** The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

**SECTION 4.5    RESTRICTED RESERVES.** For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Disposal System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Disposal System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Disposal System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with



Unrestricted Reserves or other funds of the County attributable to the Disposal System. "Restricted Reserves" shall include, but not be limited to, the following:

- (i) reserves for closure of components of the Disposal System to the extent required by Applicable Law;
- (ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Disposal System;
- (iii) reserves established to protect the Disposal System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);
- (iv) amounts reserved to pay the costs of capital improvements with respect to the Disposal System;
- (v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;
- (vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to the State Integrated Waste Management Board);
- (vii) reserves required to meet bond covenants pursuant to financing agreements for Disposal System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;
- (viii) security deposits from landfill deferred payment program users;
- (ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);
- (x) AB939 surcharges;
- (xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and
- (xii) an amount equal to three months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

**SECTION 4.6 AUDITED FINANCIAL STATEMENTS.** The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Disposal System, the Disposal Services, and the fiscal activities of the County OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the County OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

**SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION.** The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Disposal System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:



1. County Acceptable Waste, in tons;
2. Imported Acceptable Waste, in tons;
3. Revenues and expenditures;
4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System.
5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Disposal System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

#### ARTICLE V BREACH, ENFORCEMENT AND TERMINATION

**SECTION 5.1 BREACH.** The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

**SECTION 5.2 CITY CONVENIENCE TERMINATION.** The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

#### **SECTION 5.3 TERMINATION.**

(A) **By City.** Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the



County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

## ARTICLE VI TERM

### SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2020, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2018, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2017. If the parties do not renew this Agreement by June 30, 2018, the Agreement shall expire on June 30, 2020.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the



Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) closure and expansion of nearby landfills;
- (vii) capacity of the Disposal System; and
- (viii) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

#### SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The parties acknowledge that the Disposal Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the participation threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Disposal Agreements shall exceed 85% percent (using the percentage rates attributed to such Cities in Appendix 1). Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the cities which have theretofore executed Disposal Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.



(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City. If any such City executes a Disposal Agreement and meets the applicable condition provided in subsection 6.2(B) hereof within 180 days following the date of its municipal incorporation, then such City shall be entitled to execute a Waste Disposal Agreement on substantially the same terms and conditions as this Agreement (including the Contract Rate), notwithstanding the limitations contained in Section 3.6(B).

(E) Failure of Condition. If by \_\_\_\_\_ [120 DAYS AFTER BOARD APPROVAL], or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to this Section, the provisions of the Original WDA shall remain in full force and effect on the terms and conditions set forth therein.

## ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

### SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the



Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

**SECTION 7.3 INDEMNIFICATION.** To the extent permitted by law, the County agrees that, it will protect, indemnify, defend and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable state statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

**SECTION 7.4 RELATIONSHIP OF THE PARTIES.** Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

**SECTION 7.5 LIMITED RECOURSE.**

(A) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

**SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES.** Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.



SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

(B) Sale. The County shall not enter into any agreement for the sale of the Disposal System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 7/14/09

By [Signature]  
Director, OC Waste & Recycling

Date 7-7-09

By [Signature]  
ALLAN MANSOOR  
MAYOR  
CITY OF COSTA MESA

Date 7-8-09

By [Signature]  
JULIE FOLCIK  
CITY CLERK  
CITY OF COSTA MESA

Date \_\_\_\_\_

By [Signature]  
APPROVED AS TO FORM  
Kimberly Hall Barlow  
CITY ATTORNEY  
CITY OF COSTA MESA

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By [Signature]  
Date 07.27.09

**APPENDIX 1**

**ESTIMATED ANNUAL TONNAGE**



# APPENDIX 1

## PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTION 6.2(b)

Jurisdiction	Percentage of County Acceptable Waste
Anaheim	13.4%
Santa Ana	10.6%
Irvine	7.5%
Huntington Beach	6.0%
Orange	5.8%
Garden Grove	5.1%
Fullerton	4.5%
Unincorporated Orange County <sup>(1)</sup>	4.3%
Costa Mesa	3.6%
Newport Beach	3.0%
Lake Forest	2.6%
Buena Park	2.5%
Mission Viejo	2.3%
Westminster	2.3%
Yorba Linda	2.3%
Brea	2.1%
Tustin	2.0%
Cypress	1.9%
La Habra	1.8%
San Clemente	1.7%
Fountain Valley	1.6%
Laguna Niguel	1.6%
Placentia	1.6%
San Juan Capistrano	1.6%
Laguna Beach	1.4%
Dana Point	1.2%
Stanton	1.1%
Rancho Santa Margarita	1.0%
Laguna Hills	0.9%
Seal Beach	0.8%
Aliso Viejo	0.7%
Los Alamitos	0.5%
La Palma	0.3%
Laguna Woods	0.2%
Villa Park	0.2%
Total	100%

(1) Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement.

(2) A Participating City will only be included for purposing of determining the Commencement Date upon (i) execution of a Waste Disposal Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City

**APPENDIX 2**  
**CUMULATIVE TONNAGE TARGETS**

## APPENDIX 2

### Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2 (B)

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2008-09	3,170,387	3,170,387
FY 2009-10	3,092,806	6,263,193
FY 2010-11	3,185,590	9,448,783
FY 2011-12	3,344,870	12,793,653
FY 2012-13	3,445,216	16,238,869
FY 2013-14	3,514,120	19,752,989
FY 2014-15	3,549,262	23,302,251
FY 2015-16	3,565,608	26,867,859
FY 2016-17	3,582,033	30,449,892
FY 2017-18	3,598,535	34,048,427
FY 2018-19	3,615,115	37,663,542
FY 2019-20	3,631,774	41,295,316



APPENDIX 3  
CUMULATIVE CAPITAL COSTS  
to be Used  
for Purposes of Section 4.2(A)vi

Fiscal Year (ending June 30)	Annual Capital Costs	Cumulative Capital Costs
2009	\$37,939,538	\$37,939,538
2010	\$59,343,405	\$97,282,943
2011	\$10,433,978	\$107,716,921
2012	\$13,678,113	\$121,395,034
2013	\$17,525,040	\$138,920,074
2014	\$11,259,518	\$150,179,592
2015	\$37,682,758	\$187,862,350
2016	\$5,068,800	\$192,931,150
2017	\$10,662,265	\$203,593,415
2018	\$29,397,698	\$232,991,113
2019	\$8,263,795	\$241,254,908
2020	\$45,103,805	\$286,358,713

**APPENDIX 4**  
**FORM OF HAULER ACKNOWLEDGMENT**



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 24, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Rainbow Disposal (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2008 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

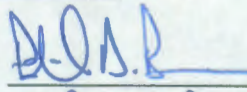
10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 24 day of June, 2009.

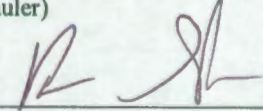
CITY OF Costa Mesa

Signature: 

Printed Name: Patricia Bauer

Title: Associate Engineer

Rainbow Disposal Co., Inc.  
(Franchise Hauler)

Signature: 

Printed Name: Bruce Shuman

Title: President/CEO



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 24, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Key Disposal (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.



IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 24 day of June, 2009.

CITY OF Costa Mesa

Signature: [Signature]

Printed Name: Patrick A. Bauer

Title: Associate Engineer

Key Disposal  
(Franchise Hauler)

Signature: [Signature]

Printed Name: JOHN KATANGIAN

Title: Pres

## FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 23, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Roberts Waste (the "Franchise Hauler").

### WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2008 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 23 day of June, 2008.

CITY OF Costa Mesa

Signature: 

Printed Name: Patricia Bauer

Title: Associate Engineer

ROBERT'S WASTE & RECYCLING  
(Franchise Hauler)

Signature: 

Printed Name: JESUS ROBERTS

Title: PRESIDENT



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of 6.22, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and CRH (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2008 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 22 day of June, 2008.

CITY OF Costa Mesa

Signature: [Signature]

Printed Name: Patrick Bance

Title: Associate Engineer

C.R+R  
(Franchise Hauler)

Signature: [Signature]

Printed Name: DEAN A. RUFFRIDGE

Title: Senior Vice President



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 16, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Wor Disposal (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

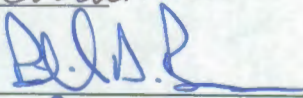
11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.



IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 1st day of June, 2009.

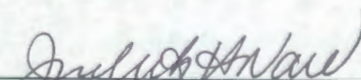
CITY OF Costa Mesa

Signature: 

Printed Name: Patrick Bance

Title: Associate Engineer

Ware Disposal Co. Inc.  
(Franchise Hauler)

Signature: 

Printed Name: Judith A. Ware

Title: President



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 22, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Green Environmental (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2008 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

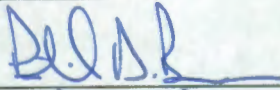
10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 22 day of June, 2008.

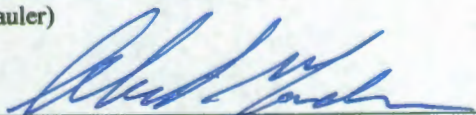
CITY OF Costa Mesa

Signature: 

Printed Name: Patricia Bauer

Title: Associate Engineer

Green Environmental  
(Franchise Hauler)

Signature: 

Printed Name: Albert Hordikian

Title: CEO



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 24, 2009 (the "Acknowledgment"), by and between the City of Cosh Mesa (the "City") and Tight Quarters (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

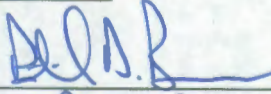
10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 24 day of June, 2009.

CITY OF Costa Mesa

Signature: 

Printed Name: PATRICK BRUCE

Title: Associate Engineer

Tight Quarters Inc.  
(Franchise Hauler)

Signature: 

Printed Name: TELFORD T. CO HAM

Title: PRES.



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 23, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Federal Disposal (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

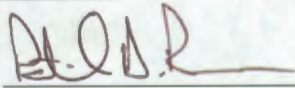
11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.



IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 23 day of June, 2009.


CITY OF Costa Mesa

Signature: 

Printed Name: PATRICK BAUER

Title: Associate Engineer

Federal Disposal Service  
(Franchise Hauler)

Signature: 

Printed Name: Donald Shubin

Title: President

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 24, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Direct Disposal (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.



IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 24 day of June, 2009.

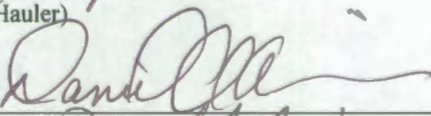
CITY OF Costa Mesa

Signature: 

Printed Name: Patrick Bauer

Title: Associate Engineer

Direct Disposal  
(Franchise Hauler)

Signature:  6/24/09

Printed Name: Daniel A. Agajanian

Title: President



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 25, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and J.B. Services (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2008 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.

Execution Copy



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

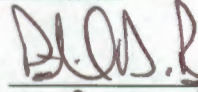
10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 25 day of June, 2008.


CITY OF Costa Mesa

Signature: 

Printed Name: PATRICK BAUGH

Title: Associate Engineer

J.B. Services  
(Franchise Hauler)

Signature: 

Printed Name: JOSE BRANSTETTER

Title: OWNER



FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of July 2, 2009 (the "Acknowledgment"), by and between the City of Costa Mesa (the "City") and Waste Management (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled \_\_\_\_\_, dated as of \_\_\_\_\_ (the "Franchise"); and]

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of \_\_\_\_\_, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.



2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 2 day of July, 2008.

CITY OF Costa Mesa

Signature: [Signature]

Printed Name: PATRICK BAUGH

Title: Associate Engineer

WASTE MANAGEMENT

(Franchise Hauler)

Signature: [Signature]

Printed Name: JOHN ROSE

Title: Vice-President

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SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF COSTA MESA

June 30, 2025

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County Amendment Authorization Date

\_\_\_\_\_, 2025

County Notice Address:

Director, OC Waste & Recycling  
601 N. Ross Street  
5<sup>th</sup> Floor  
Santa Ana, CA 92701

City Amendment Authorization Date

\_\_\_\_\_, 2025

City Notice Address:

CITY OF COSTA MESA  
Attn: Kevin Gaxiola  
77 Fair Drive  
Costa Mesa, CA 92626

## SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS **SECOND AMENDMENT** TO THE WASTE DISPOSAL AGREEMENT (“Second Amendment”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the City of Costa Mesa, a general law city, designated on the cover page of this Agreement and party to this Agreement (the “City”).

### RECITALS

The County owns, manages, and operates a Waste Infrastructure System to manage municipal and solid waste generated within Orange County, California or imported from outside Orange County, California pursuant to contractual agreements (hereafter used referred to as “Disposal System” or “Waste Infrastructure System”). The Waste Infrastructure System collectively includes active Class III sanitary landfills (“County Landfills”), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of 20 closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including, but not limited to, the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”) and the Short-lived Climate Pollutants Reduction Act (“SB 1383”). County Landfills are also subject to other state and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion, and disposal of municipal solid waste generated within the City.

The City and the County have historically provided for the management of municipal solid waste through Waste Disposal Agreements (“WDAs”), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs. In 2009, the Parties entered into a new WDA (referred to as the “Original WDA”). In 2016, the Original WDA was amended by the Parties (“First Amendment”), whereby the Parties updated certain terms and extended the term through June 30, 2025. (The Original WDA and its corresponding First Amendment are referred to in this Second Amendment as the “Current WDA”).

In response to passage of several pieces of legislation that require significant reductions in the disposal of organic waste, and in light of the approaching expiration of the Current WDA, the County held two City Manager Summits in November 2024 proposing terms of a new WDA.

The Orange County City Manager Association (“OCCMA”) has established a Committee (“OCCMA Committee”) including representatives of cities and sanitary districts to review the terms of the proposed new WDA. The OCCMA Committee requested a 12-month extension of the Current WDA to allow for additional time to negotiate mutually agreeable terms for a new WDA, and obtain approval from the respective governing bodies. The County is agreeable to OCCMA’s requested extension to the Current WDA on terms as



provided in this Second Amendment.

The City has determined that the execution of this Second Amendment by the City is in the best interest of the City and will serve the public health, safety, and welfare by continuing the waste disposal services historically provided under the Current WDA while the Parties: (1) engage in due diligence related to a new WDA, in order for the City to evaluate the cost/benefit of a new WDA, which is expected to include the City and OCCMA obtaining more comprehensive and detailed information on the County's plans for infrastructure expansion and improvements, the financial and operational conditions of the existing Waste Infrastructure System, and the components, timing, and procedures for future contract fee increases; and, (2) negotiate the terms and conditions of a new WDA.

The County has determined that the execution by the County of this Second Amendment will serve the public health, safety, and welfare by continuing to provide a stable, predictable, and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, while the Parties exchange information and conduct negotiations with the County goal of ensuring that any negotiated Contract Rate in the new WDA covers the full cost of operations and infrastructure O&M and development needed to ensure indemnification and regulatory compliance..

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

**1. Extended Term.**

- (a) Section 6.1 (A) of the Current WDA is deleted in its entirety and replaced with the following:

"Extended Term. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2026 (the "Extended Term"), unless earlier terminated in accordance with its terms, in which event the Extended Term shall be deemed to have expired as of the date of such termination."

- (b) Section 6.1 (B) is deleted in its entirety.

- (c) Section 6.1 (C) of the Current WDA is deleted in its entirety and replaced with the following:

"Contract Rate Negotiations During Extended Term. If the Orange County City Manager Association's committee tasked with negotiating the terms of a successor to this Agreement with the County and recommending approval of the same to the Parties (the "Committee") and the County have not reached mutually agreeable terms of a successor to this Agreement including, but not limited to, proposed revisions to the Contract Rate, by September 30, 2025, the County shall, and it is expected that the Committee will provide, updates to all Participating Cities, and their respective governing bodies as may be deemed necessary, regarding the status of negotiations on a monthly basis until mutually agreeable terms are reached or the Extended Term expires."

In recommending any revisions to the Contract Rate, in addition to the circumstances described in Section 4.2(A), the Committee and County may take into consideration factors including, but not limited to, the following:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) changes in transportation costs;
- (vii) closure and expansion of nearby landfills;
- (viii) capacity of the Disposal System;
- (ix) long-term infrastructure needs; and
- (x) available reserves which are in excess of the amount reasonably required as reserves.

(d) Appendix 2 of the Current WDA is deleted in its entirety and replaced with the following:

#### APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2025-26	3,166,659	3,166,659

### **2. Contract Rate.**

(a) The first paragraph of Section 4.2(A) of the Current WDA is deleted in its entirety and replaced with the following:

“(A) Establishment of Contract Rate. During the Extended Term, the Contract Rate payable by each Franchise Hauler shall be \$43.76 per ton, contingent on the delivery to the Disposal System of an amount of Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2, subsections (i) through (z).”

Note: Subsections (i) through (z) found in the Current WDA remain unchanged.

### **3. Effectiveness of Second Amendment.**

The provisions of this Second Amendment shall not become effective unless and until this Second Amendment has been executed by the County and all of the Participating Cities, and shall become effective once that occurs.

**4. Representations and Warranties of the Parties.**

Each of the parties to this Second Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and that it has duly authorized the execution and delivery of this Second Amendment to each other party.

**5. Remaining Terms.**

All other terms and conditions of the Current WDA not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

County of Orange

City of Costa Mesa

By \_\_\_\_\_  
Director, OC Waste & Recycling

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

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

Approved as to Form

By \_\_\_\_\_  
County Counsel

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

Date \_\_\_\_\_

Date \_\_\_\_\_



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 25-263

**Meeting Date:** 5/20/2025

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**TITLE:**

**PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ENVIRONMENTAL AND TECHNICAL SERVICES LIST**

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

**PRESENTED BY:** ANNA MCGILL, PLANNING & SUSTAINABLE DEVELOPMENT MANAGER

**CONTACT INFORMATION:** ANNA MCGILL, PLANNING & SUSTAINABLE DEVELOPMENT MANAGER, (714) 754-5609

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a three-year Professional Services Agreement (PSA) with two one-year renewals with each consulting firm listed below from July 1, 2025 - June 30, 2030, in substantially the form as attached and in such final form as approved by the City Attorney for on-call staff support for environmental and technical services:
  - Ascent Environmental, Inc.
  - Chambers Group, Inc.
  - Dudek
  - EPD Solutions, Inc.
  - First Carbon Solutions
  - Kimley-Horn and Associates, Inc.
  - LSA Associates, Inc.
  - Michael Baker International
2. Authorize the City Manager, or designee, and City Clerk to execute the PSA and future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

**BACKGROUND:**

The City's Economic and Development Services Department seeks to establish agreements with consultants for on-call environmental and technical services, in connection with major development projects as well as key policy projects. This on-call list would streamline the consulting selection process and overall project timeframe to expedite technical studies and environmental review and is used by the City to fulfill any demands on future or existing projects for technical review and



California Environmental Quality Act (CEQA) related analysis.

As the City continues to process and implement key planning projects, the City has begun and will continue to see major development projects submitted to the City for review. Major development projects require discretionary review, which involve environmental review in accordance with CEQA regulations. Due to the complexity of environmental review, the City uses technical and environmental consultants to assist staff in the preparation and peer review of CEQA documents, including Environmental Impact Reports, Mitigated Negative Declarations, and technical studies to assess impacts to environmental areas including but not limited to air quality, biological resources, noise, traffic/transportation, and water quality, etc.

The City's current on-call list for environmental and technical consultants expires on June 30, 2025. On March 4, 2025, the City issued a Request for Proposals (RFP) for environmental and technical services with the goal of putting in place a new on-call list by July 1, 2025.

### **ANALYSIS:**

On March 20, 2025 the City received seventeen (17) proposals to provide the environmental and technical services. Proposals were screened for compliance with the City's RFP, and proposals were evaluated based on the method of approach, qualifications, and experience, staffing and cost proposal. One consideration was the Department's limited administrative ability to manage more than eight (8) consultant contracts for a particular service, including contract management, expenditure tracking, invoice tracking, and ensuring consistent quality of work product across different consultants.

To ensure an objective selection process, an evaluation committee was assembled to evaluate proposals independently, to assess qualifications and experience to address the City's needs. Proposals were evaluated on the firm's overall track record to conduct CEQA and technical analyses/studies, ability to conduct services in house or with reputable and efficient subconsultants, demonstrated related experience, particularly within Orange County and surrounding Los Angeles/San Diego areas, and ability to provide sufficient resources to respond to the City's requests.

Based on the City's criteria and selection procedures set forth in the RFP, the evaluation committee recommended that agreements be awarded to the top ranking following eight (8) firms for staff support for general planning services:

#### **Staff Support for Environmental and Technical Services**

- Ascent Environmental, Inc.
- Chambers Group, Inc.
- Dudek
- EPD Solutions, Inc.
- First Carbon Solutions
- Kimley-Horn and Associates, Inc.
- LSA Associates, Inc.
- Michael Baker International

When the City requires services, City staff would contact two or more on-call consultants to secure a cost proposal and proposed staffing for the needed service. Under the proposed agreements, consultants will provide support for general environmental and technical services, either at hourly rates in accordance with their contracts or using a not-to-exceed contract amount as stated in cost proposal responses.

Establishing on-call lists would allow the City to quickly secure outside expertise for preparation or peer review of environmental documents or technical studies in any one of the environmental topics covered by CEQA, including air quality, noise, transportation, and water quality.

The proposed on-call list of consultants provides the Department with the spectrum of expertise necessary to support the ongoing and anticipated advanced and current planning projects. An example Professional Services Agreement (PSA) has been attached for reference. Individual PSAs will be executed with each awarded firm. Certain provisions will be customized and/or adapted to the needs of the consultant, but such minor changes will not impact the protections afforded to the City in the agreement.

#### **ALTERNATIVES:**

An alternative would be to not move forward with the contracts for on-call technical studies and environmental review services. This decision would impact the City's ability to move development projects quickly and efficiently through environmental review under CEQA, as an RFP would need to be released for each project, resulting in increases to entitlement review timelines. Also, there are several active development projects that would be delayed, as their environmental review processes are currently supported by on-call consultants whose contract(s) will expire prior to the completion of project public hearings.

#### **FISCAL REVIEW:**

Consultant services for the preparation or peer review of CEQA documents, including technical documents/studies for parking, traffic/transportation, noise, air quality, etc. are regularly utilized by the Economic and Development Services Department on an as-needed basis. When associated with a development project, the cost for environmental and technical consultant services is paid for by the project applicants as a "pass-through cost". For projects requiring environmental review that are directed by the City Council and the Department, funding is available in the Department's General Fund (Fund 101) and is included in the City's Proposed Fiscal Year 2025-26 Operating Budget. Use of contract services is on an as-needed basis, and the cost of each service varies by subject and task.

#### **LEGAL REVIEW:**

The attached sample PSA was prepared by the City Attorney's Office and the staff report has been reviewed and approved as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goals:

- Diversify, stabilize, and increase housing to reflect community needs.
- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Staff recommends the City Council approve and authorize the City Manager and City Attorney to execute a three-year Professional Service Agreements (PSA) with two one-year renewals for as-needed staff support for environmental and technical services, as well as future amendments to those agreements so long as such amendments are within the annual budget.

RFP25.18.C06405



**REQUEST FOR PROPOSAL**

**FOR**

**ON-CALL ENVIRONMENTAL, TECHNICAL & STAFF CONSULTANT SERVICES**

**RFP NO. 25-18**



**ECONOMIC & DEVELOPMENT SERVICES DIVISION**

**CITY OF COSTA MESA**

**Released on**

**March 4, 2025**



## REQUEST FOR PROPOSAL FOR ON-CALL ENVIRONMENTAL, TECHNICAL & STAFF CONSULTANT SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide professional on-call environmental, technical & staff consultant services to assist the City's Economic & Development Services Division. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for five years. The City reserves the right to award one or more contracts for this service.

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>March 4, 2025</b>
<b>Deadline for Written Questions</b>	<b>March 10, 2025, at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>March 13, 2025</b>
<b>Proposals are Due</b>	<b>March 20, 2025, at 2:00 p.m.</b>

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

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

a. The Proposer must have a minimum of 5 years experience within the last 8 years, providing Comprehensive Evaluations or services equivalent or similar to the services identified in Appendix A, Scope of Work.

b. The Proposer for environmental services must have a working knowledge of requirements of the latest State requirements in terms of housing, air quality, greenhouse gas emissions, California Native American tribes, SB 743 and transportation requirements as well as the requirements the requirements of California Environmental Quality Act (CEQA) comprehensive of air quality and greenhouse gas analysis, biological studies, hazard and hazardous materials, hydrology, and water quality studies, noise analysis, land use and planning, public services, utility services, and parking and transportation studies.

c. The Proposer shall provide a description of local, state, or regional experience.

## **II. GENERAL INSTRUCTIONS AND PROVISIONS**

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative

of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Identifies the project's potential issues and response to them.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
  2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  3. Overall organization of the team is relevant to City of Costa Mesa needs.
  4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
  5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.



6. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  7. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
  8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
  9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
  - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
  - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates of the proposed key personnel, inclusive of all anticipated applicable fees for the types of support described in this RFP.
  - **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
  - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be**



submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the hourly rates of the proposed key personnel.
  - ✓ The hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 20, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **March 10, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** – City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology -----20 %**
2. **Qualifications & Experience of the Firm -----40 %**
3. **Key Personnel ----30%**
4. **Cost Proposal ----10 %**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and

review all Proposals according to the weighted criteria set forth above. While price is one basic factor for an award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of April 14<sup>th</sup>**, and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to

competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

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

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

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

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.



If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a

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

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

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

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected based on a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

## APPENDIX A

### SCOPE OF WORK FOR ON-CALL ENVIRONMENTAL, TECHNICAL AND STAFFING CONSULTANT SERVICES

The Economic and Development Services Department/Planning Division is creating a pre-qualified California Environmental Quality Act (CEQA) consultant list for a 5-year period. This pre-qualified list will be referred to as the “on-call” list within this document. This on-call list will streamline the consulting selection process and overall project timeframe to expedite technical, environmental studies and/or staffing services. The on-call list will be active for five years and used by the City to fulfill any demands on future or existing projects for technical review and environmental related analysis and/or staffing in accordance with CEQA.

Consultants will be assisting City of Costa Mesa staff in the development of and/or peer review of environmental technical documents/studies including, but not limited to, preparation of an Environmental Impact Report (EIR), Mitigated Negative Declaration (MND), Categorical Exemption determination, or technical documents and studies for parking, traffic/transportation, noise, air quality, or other type of environmental study. Consultants may also be responsible for providing environmental review expertise, such as reviewing EIRs across multiple projects, preparation of materials required as part of the initial environmental review and/or reviewing options for tiering off an existing environmental document. Attendance at Planning Commission and City Council public hearings related to projects assigned to each consulting firm may also be required.

A sample list of the types of projects that might be requested are listed below. Qualifications should show how each firm will be able to conduct the studies listed below.

<b>CEQA Documents</b>	<b>Transportation/Traffic</b>	<b>Air Quality</b>	<b>Noise</b>	<b>Other Environmental Studies</b>
Categorical Exemption memo	Preparation or peer review of traffic study for proposed project	Preparation or peer review of Greenhouse Gas study	Preparation or peer review of a noise study	Phase I and Phase II environmental site assessment
Mitigation Negative Declaration (MND)	Preparation or peer review or parking study			
Environmental Impact Report (EIR)				
Peer review of CEQA/Environmental Assessment				

## **PROJECT ASSIGNMENT**

The City shall prepare a Purchase Order that includes a scope of work for each individual project request. The Scope shall include a list of required tasks and time frame for deliverables. Typically, tasks will include review of project information, evaluation of potential environmental impacts, and preparation of required documents.

Scopes for individual projects shall be sent to the consultant with a deadline for response. In the response, the consultant will include the staff resources they can commit to the project, estimated timeline and cost for provision of services.

The City will evaluate the proposal, and, if it chooses, accept the proposal and initiate work. Prior to the start of work on Services, the City and Consultant shall establish specific performance measures and expectations to the satisfaction of the City.



**APPENDIX B**

**SAMPLE**

**PROFESSIONAL SERVICE AGREEMENT**

**CITY OF COSTA MESA**

**PROFESSIONAL SERVICES AGREEMENT**

**WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

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

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to \_\_\_\_\_, as more fully described herein; and

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

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

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

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

discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval 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 for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

## 5.0. INSURANCE

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

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



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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral

negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Attn: \_\_\_\_\_

IF TO CITY:

City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA 92626  
 Tel: (714) 754-  
 Fax: (714) 754-  
 Attn: \_\_\_\_\_

Provide courtesy copy to:  
 City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA 92626  
 Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify

and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

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

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



6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
[Mayor or City Manager]

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

CONSULTANT

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

APPROVED AS TO INSURANCE:

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

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

APPROVED AS TO CONTENT:

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

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

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Department Director

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

APPROVED AS TO PURCHASING:

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

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



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-293

**Meeting Date:** 5/20/2025

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**TITLE:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DESIGNATING LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES IN THE CITY OF COSTA MESA, AS IDENTIFIED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178**

**DEPARTMENT:** COSTA MESA FIRE & RESCUE DEPARTMENT / COMMUNITY RISK REDUCTION DIVISION

**PRESENTED BY:** JON NEAL, FIRE MARSHAL / ASSISTANT FIRE CHIEF AND JASON PYLE, ASSISTANT FIRE CHIEF OPERATIONS

**CONTACT INFORMATION:** JON NEAL, FIRE MARSHAL (714) 754-5049

**RECOMMENDATION:**

Staff recommends the City Council introduce for first reading, by title only and further reading waived, Ordinance 2025-xx of the City Council of the City of Costa Mesa, California, designating moderate and high Local Responsibility Area Fire Hazard Severity Zones by map within the jurisdiction of the City of Costa Mesa.

**BACKGROUND:**

Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, called for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High Fire Hazard Severity Zones exist. The maps evaluated "Hazard", not "Risk." Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics.

According to Public Resources Code section 4202: The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in



those areas. The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008 -2011 the CAL FIRE worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA). The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

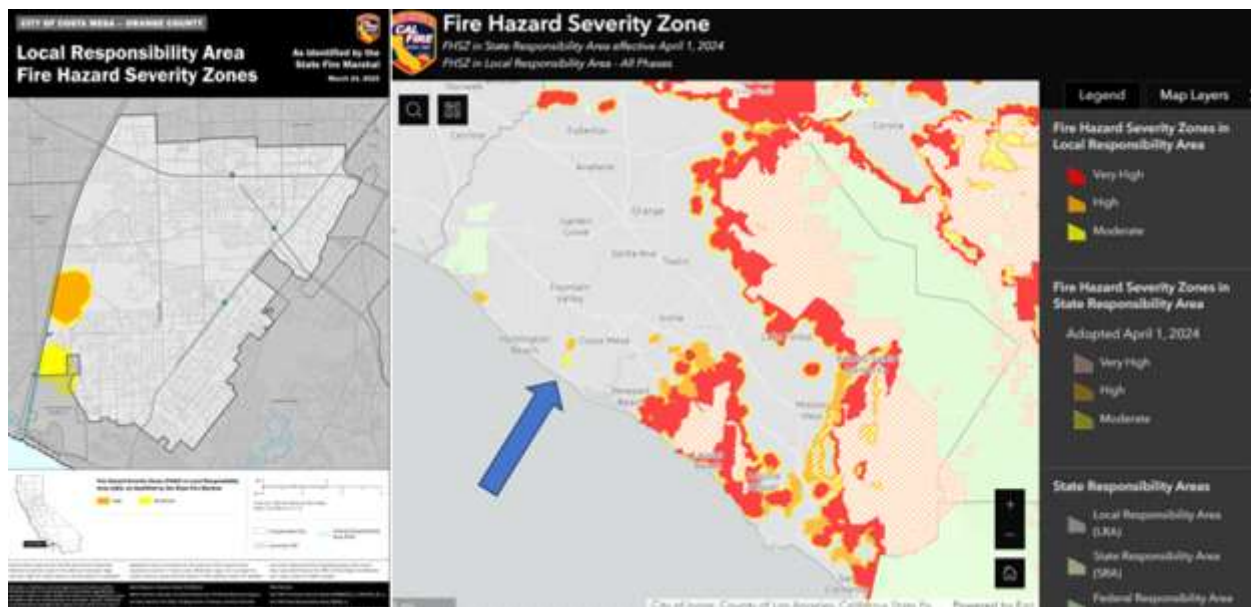
California Senate Bill 63 (SB 63) was signed into law on September 28, 2021, after the tragic 2020 wildfire season brought national attention to California and put a spotlight on the wildland-urban interface. SB 63 included multiple changes to state law to enhance fire prevention efforts by CAL FIRE, including among other things, improved vegetation management, and expanding the areas where enhanced fire safety building standards apply. At the time of implementation of SB 63, the requirements applied to all State Responsibility Areas and Local Responsibility Areas with High or Very High Hazard Severity Zones. The City of Costa Mesa was not impacted by the legislation at the time of implementation, as no hazard severity zones were identified by CAL FIRE modeling within the jurisdiction of Costa Mesa.

In 2023, CAL FIRE notified agencies throughout the state that an updated model was being created to more accurately reflect local conditions and incorporate additional factors that had been identified following recent wildfires. A 2 km grid of climate data covering the years 2003-2018 was used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model adjusted fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport was modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

### **ANALYSIS:**

On March 24, 2025, the CAL FIRE Land Use Planning Division published an updated map of fire hazard severity zones (FHSZs) as required by Government Code 51178. The afternoon of March 24, the Costa Mesa Fire & Rescue Department received official transmittal of the revised and updated FHSZ map from CAL FIRE-Office of State Fire Marshal. The map included new areas of Costa Mesa identified as Moderate and High Hazard Severity Zones.

Costa Mesa LRA FHSZ Map received on 03/24/2025 (left), and Orange County FHZA map (right):



Per Government Code 51178.5: Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

Per Government Code 51179. (a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

(b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by

substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.

(c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision to the State Board of Forestry and Fire Protection within 30 days of adoption.

(d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.

(e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.

(f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.

(g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

#### MODERATE FIRE HAZARD SEVERITY ZONE:

Moderate FHSZ area minimum code requirements are currently no more restrictive than model Building and Fire Code requirements for other areas of the city. The moderate zone is identified for knowledge and awareness of adjacent hazards. Adoption of the map through ordinance is required. CMFR will continue to monitor and participate in future wildland and FHSZ Fire Code development and highlight code changes through the triennial adoption process.

#### HIGH FIRE HAZARD SEVERITY ZONE:

High FHSZ area minimum code requirements are currently no more restrictive than model Building and Fire code requirements for other areas of the city. If a property is in a High Fire Hazard Severity Zone, new construction is not subject to wildland-urban interface building standards. CMFR will continue to monitor and participate in future wildland and FHSZ Fire Code development and highlight code changes through the triennial adoption process.

In addition, the seller of any real property in a high or very high fire severity zone must provide a disclosure notice to the buyer of information relating to fire hardening improvements on the property and a list of specified features that may make the home vulnerable to wildfire and flying embers. Starting on July 1, 2025, the real estate disclosure will also include a list of low-cost retrofits, available for free from the California State Fire Marshal. A seller must provide a final inspection report to the buyer. The purpose of the inspection is to provide a report to the buyer evaluating a property's surrounding vegetation, also known as defensible space. The inspection will also report on existing home hardening improvements.

While parcels in the High FHSZ are not mandated by law to meet defensible space requirements, it is recommended that home and building owners consider low-cost home hardening retrofits and creating a defensible space voluntarily. The inspection may be performed by the Fire Department, and the seller will be billed in accordance with the Master Fee Schedule.

**FUTURE CODE CONSIDERATIONS:**

Future application of more restrictive Building and Fire Code requirements are currently being reviewed by the Office of the State Fire Marshal for High FHSZ classification. The Office of the State Fire Marshal has been tasked to develop new building standards for High Fire Severity Zones and recommendations for Moderate zones. New codes will address exterior wildfire exposure, including ignition resistant construction roofing, vents, exterior coverings, windows, doors, decking and accessory structures. Enforcement of defensible space codes in wildland-urban interface areas may also be applicable to FHSZs in the future. The City does not know which triennial code cycle the State's new building codes will come into effect. Application of codes in wildland-urban interface areas may also apply in the future based on FHSZ adoption.

**COMMUNITY OUTREACH:**

On March 31, 2025, Costa Mesa Fire & Rescue (CMFR) partnered with the City's Emergency Services Manager to host a Community Preparedness Town Hall meeting where a review of newly received map was available for public review and comment. On April 10, 2025, CMFR published a website and posted a GIS map for public review and comment. Two additional Community Preparedness Town Hall meetings were completed on April 29, 2025 at Estancia High School and May 15, 2025, at Balearic Community Center where CMFR staff was available to review the map and receive comments in person with members of the public. Copies of the Map were also posted in the City Clerk's office for public viewing and comment.

**ALTERNATIVES:**

There are no alternatives considered for this item.

**FISCAL REVIEW:**

There are no fiscal impacts to the Fiscal Year 2024-25 City Budget.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this Report and the attached ordinance and approved them as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goal:

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

**CONCLUSION:**

CMFR recommends that the City Council introduce for first reading, by title only and further reading waived an ordinance designating moderate and high Local Responsibility Area Fire Hazard Severity Zones by map within the jurisdiction of the City of Costa Mesa.



ORDINANCE NO. 2025-xx

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DESIGNATING LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONES IN THE CITY OF COSTA MESA AS IDENTIFIED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178.**

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

WHEREAS, California Government Code Section 51178 requires that the State Fire Marshal identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread; and

WHEREAS, California Government Code Section 51179 (a) requires that a local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, The Local Fire Hazard Severity Zone map was transmitted to the City of Costa Mesa on March 24, 2025, and is now located electronically on the City's website at: <https://www.costamesaca.gov/government/departments-and-divisions/fire-hazard-severity-zone-map>; and

WHEREAS, California Government Code Section 51179 (b) clarifies that:

(1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the City Council has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not

have an effect on the environment) such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

**Section 1.** The Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178 are hereby designated as depicted on the Costa Mesa Fire Hazard Severity Zone Map, attached hereto as Exhibit “A” and incorporated herein by this reference.

**Section 2.** Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and CEQA Guidelines (Sections 15000 et seq.) this Ordinance is not a “project” and further, that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review is required, pursuant to CEQA Guidelines Section 15061(b)(3).

**Section 3.** Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**Section 4.** Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

**Section 4.** Codification. This Ordinance shall not be codified in the Costa Mesa Municipal Code unless and until the City Council so ordains.

**Section 5.** Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

**Section 6.** Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2025.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

DRAFT

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2025-\_\_\_\_\_ duly adopted at a regular meeting of the City Council held on the \_\_\_\_\_ day of June, 2025, by the following roll call vote, to wit:

AYES:     COUNCIL MEMBERS:

NOES:     COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_\_\_\_ day of March, 2025.

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

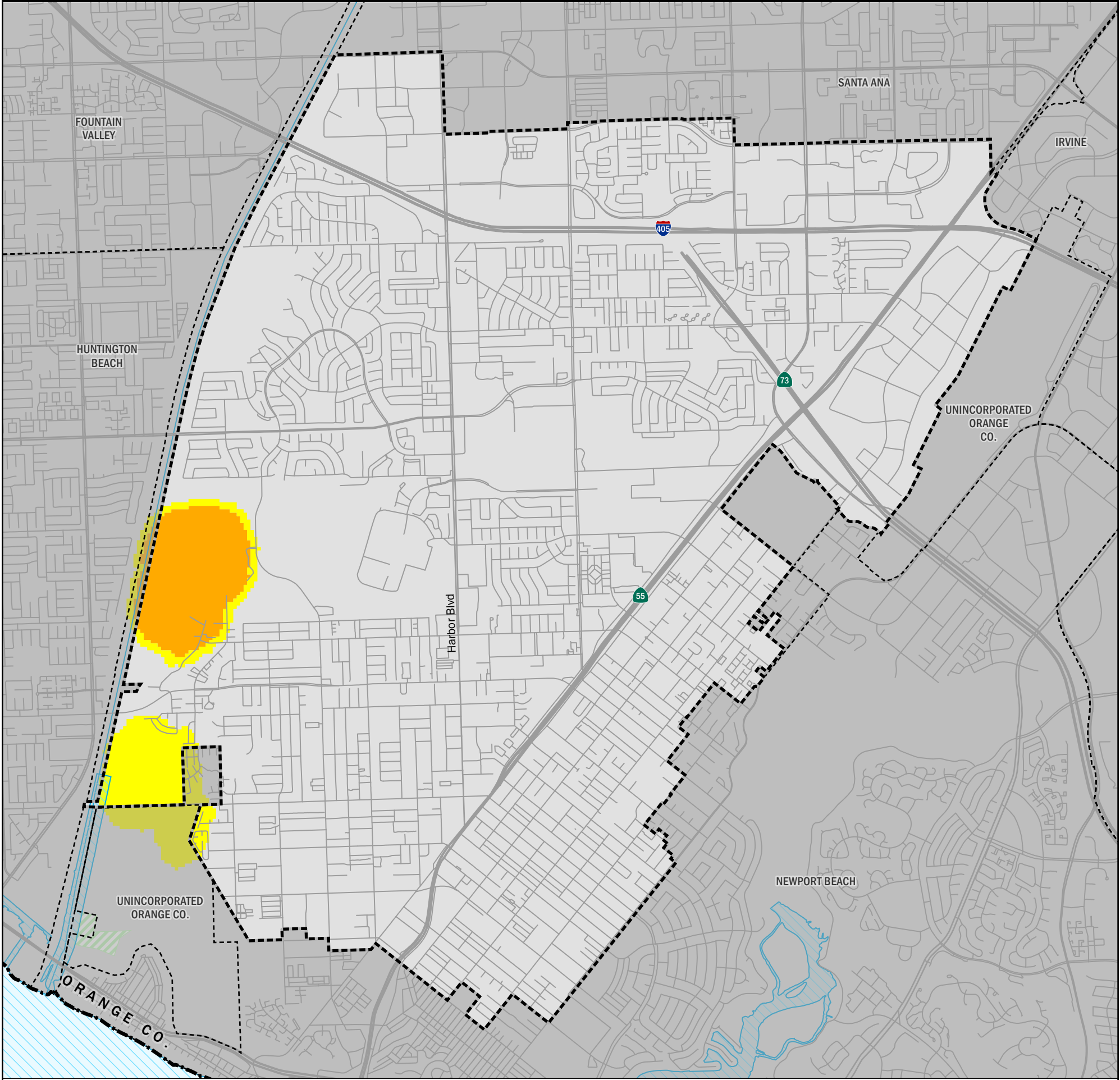
(SEAL)





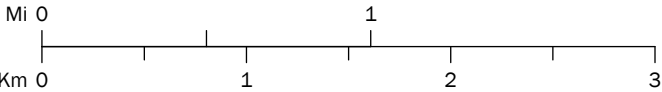
# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the  
State Fire Marshal  
March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High Moderate



Projection: NAD 83 California Teale Albers  
Scale: 1:37,000 at 11" x 17"

Incorporated City Federal Responsibility Area (FRA)  
Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California  
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency  
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection  
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:  
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23\_3, FHSZLRA\_25\_1)  
CAL FIRE State Responsibility Areas (SRA25\_1)  
City and County boundaries as of 10/22/24 (CA Board of Equalization)



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-252

**Meeting Date:** 5/20/2025

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**TITLE:**

**PUBLIC HEARING FOR 2025-2029 CONSOLIDATED PLAN, INCLUDING FISCAL YEAR 2025-2026 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), AMENDED CITIZEN PARTICIPATION PLAN, AND 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING**

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

**PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR**

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Hold a Public Hearing regarding the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and the amended Citizen Participation Plan, and the 2025-2029 Orange County Regional Assessment of Fair Housing.
2. Approve the recommended allocation of \$907,261 for the Fiscal Year (FY) 2025-2026 Community Development Block Grant.
3. Approve the recommended allocation of \$378,720 for the Fiscal Year (FY) 2025-2026 HOME Investment Partnerships Grant.
4. Adopt Resolution No. 2025-XX (Attachment 1) to:
  - Approve the 2025-2029 Consolidated Plan including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan.
  - Approve the 2025-2029 Orange County Regional Assessment of Fair Housing.
  - Authorize the Acting City Manager, or the Acting City Manager's designee, to submit the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan, to the U.S. Department of Housing and Urban Development.
  - Designate the Acting City Manager, or the Acting City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements and subrecipient agreements for the use of funds approved in the 2025-2026 Annual Action Plan.



## Agenda Report

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**Item #: 25-252**

**Meeting Date: 5/20/2025**

**TITLE: PUBLIC HEARING FOR 2025-2029 CONSOLIDATED PLAN, INCLUDING FISCAL YEAR 2025-2026 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AND AMENDED CITIZEN PARTICIPATION PLAN, AND 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING**

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

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  - Designate the Acting City Manager, or the Acting City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements and subrecipient agreements for the use of funds approved in the 2025-2026 Annual Action Plan.

**BACKGROUND:**

Costa Mesa is a recipient of two U.S. Department of Housing and Urban Development (HUD) grant program funds: (1) the Community Development Block Grant (CDBG) Program and (2) the HOME Investment Partnerships Program (HOME). These two HUD programs annually provide approximately \$1.3 million to the City and can be used for various activities that assist low-income Costa Mesa residents (residents with household incomes at or below 80% of the median income for Orange County).

**Table 1 – 2025 Orange County Income Limits Summary**

% median income	Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low (30%)	\$35,550	\$40,600	\$45,700	<b>\$50,750</b>	\$54,850	\$58,900	\$62,950	\$67,000
Very Low (50%)	\$59,250	\$67,700	\$76,150	<b>\$84,600</b>	\$91,400	\$98,150	\$104,950	\$111,700
(60%)	\$71,100	\$81,240	\$91,380	<b>\$101,520</b>	\$109,680	\$117,780	\$125,940	\$134,040
Low (80%)	\$94,750	\$108,300	\$121,850	<b>\$135,350</b>	\$146,200	\$157,050	\$167,850	\$178,700

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 strategic planning document required by HUD for communities to qualify for federal community development grant funding. It is built on a participatory process among City residents, organizations, businesses, and other stakeholders. It includes a five-year strategic plan that identifies priority housing and community needs and programs/resources to address these needs. It functions as the City's application for CDBG and HOME federal funds and is a management tool for assessing performance and tracking results.

The current Consolidated Plan was approved by City Council on May 19, 2020, and is applicable from FY 2020-21 through FY 2024-25. Pursuant to HUD regulations, the City has now prepared the draft 2025-2029 Consolidated Plan that applies to FY 2025-2026 through FY 2029-2030 and includes the FY 2025-2026 Annual Action Plan and amended Citizen Participation Plan. The City must submit the five-year Consolidated Plan and the one-year Annual Action Plan to HUD to continue to receive these federal funds. Based on the analysis of housing and community needs, market-analysis, and input from the community, the following five-year goals and priorities identified in the 2020-2024 Consolidated Plan will continue to be implemented in the 2025-2029 Consolidated Plan:

**Goal 1: Housing Preservation** - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation.

**Goal 2: Infrastructure and Facility Improvements** - To enhance the suitability of the living environment through improvements to public infrastructures and facilities.



**Goal 3: Homeless Continuum of Care** - To provide supportive services and housing assistance for the homeless and near homeless.

**Goal 4: Public Social Service** - To provide services for low- and moderate-income persons, and those with special needs.

**Goal 5: Program Administration** - To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements, including the provision of fair housing services.

### **CITIZEN PARTICIPATION PLAN**

Pursuant to federal program requirements, citizen participation is a required component of the Consolidated Planning process to: (1) afford residents the opportunity to provide input on housing and community development needs, issues and problems affecting very-low and low-income persons; (2) to educate interested residents about the HOME and CDBG programs and the expected annual amount of assistance to be received from each; (3) to allow residents an opportunity to provide their input regarding project selections and funding distributions; and, (4) to afford residents an opportunity to participate in the process of developing and implementing funded activities.

As required, the City held two community meetings and one stakeholder meeting in an effort to obtain citizen participation. All three meetings were open to the public. The Stakeholder meeting advertisement was focused on organizations that provide services to low-income residents of Costa Mesa. The public community meetings were held on October 10, 2024, at the Community Senior Center and October 24, 2024, at the Norma Hertzog Community Center. A stakeholder meeting was held October 29, 2024, in the Community Room at City Hall. In addition to these public meetings, City staff attended the Health and Wellness Expo at the Senior Center to provide residents and attendees with information about the consolidated planning process and solicit feedback on the priority needs in the City for services, housing and infrastructure. A community survey was available online in both English and Spanish from September 25, 2024, through February 28, 2025, for residents unable to attend in-person meetings. Additional information about the participation and consultation process is available in Appendix A of **Attachment 3**.

The Citizen Participation Plan was last revised in 2020 to include regulatory waivers in response to the COVID-19 Pandemic. HUD provides a Community Planning and Development (CPD) Monitoring Handbook with exhibits to be used by HUD reviewers to assess grantee compliance with program regulations, applicable federal statutes, grant requirements and terms and conditions of the grant awards for CPD Programs. These exhibits are available for grantees to conduct a periodic self-monitoring assessment. The Citizen Participation Plan has been reviewed in accordance with Exhibit 19-1 and re-formatted for easier readability and is available for review on the City's Housing and Community Development webpage under "Public Notices": [Citizen Participation Plan](#)



## ANNUAL ACTION PLAN

The Annual Action Plan is the one-year expenditure plan for the use of HUD funds. HUD notified the City of Costa Mesa of its FY 2025-2026 allocation amount for HOME and CDBG on May 14, 2025. A year-long Continuing Resolution (CR) is in place that maintains level funding from FY 2024 to FY 2025, however, HUD applies a formula to the funding amount to determine allocations for individual cities, which is why the allocation amounts for FY 2025-2026 are slightly different than those of FY 2024-2025. The City of Costa Mesa will receive \$907,261 in CDBG for FY 2025-2026, a seven percent (7%) reduction from the amount received in FY 2024-2025. The City will receive \$378,720 in HOME funds for FY 2025-2026, which is a four percent (4%) reduction from the amount received in FY 2024-2025.

The City is required to submit the Consolidated Plan or Action Plan to HUD by May 15<sup>th</sup> each year unless HUD provides additional guidance. Additional guidance was provided for FY 2025-2026 that allows jurisdictions to use estimated allocation amounts in a draft Consolidated Plan for the required 30-day public comment period and public hearing but requires that Plans be submitted with actual amounts within 60-days after actual grant amounts are announced by HUD. The City will submit the Consolidated Plan and Annual Action Plan with actual CDBG and HOME allocation amounts no later than July 14, 2025 to meet the 60-day HUD submission requirement.

## ANALYSIS:

The Consolidated Plan is designed to help cities that receive funding from HUD's Office of Community Planning and Development (CPD) to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs<sup>1</sup>.

The five-year Consolidated Plan is implemented through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

<sup>1</sup> <https://www.hudexchange.info/programs/consolidated-plan/>

Accomplishments and progress toward Consolidated Plan goals are reported in the Consolidated Annual Performance and Evaluation Report (CAPER).<sup>2</sup>

As previously indicated, a significant component of the Consolidated Plan process is obtaining resident and stakeholder involvement. Residents and stakeholders provided feedback about City priorities at public meetings and the health expo based on eight different categories eligible for CDBG and HOME funding (see Exhibit 1 and Exhibit 2 below). The surveys provided more detailed data for each category.

**Exhibit 1**



**Exhibit 2**



<sup>2</sup> Ibid

**2025-2026 ANNUAL ACTION PLAN**

Both CDBG and HOME programs have specific requirements. For example, CDBG funds must be utilized to achieve one of three national objectives: 1) elimination of slums and blight; 2) meet an urgent need (e.g., declared disaster); or 3) benefit to low- and moderate- income persons. HOME funds must be used to preserve or increase housing opportunities for low-income residents living in Costa Mesa. Outlined below are the programmatic recommendations for the use of FY 2025-2026 CDBG and HOME funds.

**CDBG FUNDING AND ALLOCATION:**

The City of Costa Mesa will receive \$907,261 in CDBG funds for FY 2025-2026. Additionally, \$172,000 in prior year funds will be available for CDBG-funded activities. Staff is recommending funding in six primary program areas: 1) public facilities & infrastructure/capital improvement; 2) public services grants; 3) housing rehabilitation administration; 4) housing rehabilitation grants program 5) code enforcement; and 6) program administration.

**1. PUBLIC FACILITIES & INFRASTRUCTURE/CAPITAL IMPROVEMENT**

CDBG funds may be used to improve public facilities and infrastructure provided the primary beneficiaries are low- and moderate- income Costa Mesa residents. Areas in the city that are CDBG eligible (51% or more of the population at 80% AMI or below) are identified in the map of CDBG areas (Attachment 3, Appendix B-1). For FY 2025-2026, staff is recommending the allocation of \$251,720 in CDBG funds for The Westside Street Improvement project.

**2. PUBLIC SERVICE GRANTS**

The City is allowed to earmark up to 15 percent (15%) of its annual CDBG allocation for public service grants. Based on the City's FY 2025-2026 CDBG grant allocation, a maximum of \$136,089 is available for public service grant funding. \$30,000 is allocated for a portion of the Senior Center caseworker's salary, which leaves \$106,089 available for nonprofit public service funding.

On February 14, 2025, the City received six eligible nonprofit organization applications requesting a total of \$180,000 in public service grants. On March 5, 2025, the City's Housing and Public Service Grant Committee (H&PSG Committee) heard presentations from grant applicants, finalized the rating and ranking of applications, and developed public service grant funding recommendations for the City Council's consideration based on funding limitations and rating criteria. The Housing and Public Services Committee (H&PSG) recommended \$100,000 for five nonprofit organizations that submitted applications for CDBG funding based on the estimated maximum available. The H&PSG included in their recommendation that the amount for each awarded nonprofit grant would be increased by an equal percentage if the actual maximum available is more than estimated amount of \$100,000. The actual amount available for public services is \$6,089 more than the estimated amount, so that amount has been distributed equally among the H&PSG nonprofit organizations recommended for funding.

A summary of the H&PSG Committee's ratings, rankings and grant recommendations is provided in **Attachment 4**. The application summaries include the Fair Housing Foundation, which will be funded out of CDBG Administration, and the senior services provided at the City's senior community center that are partially funded by CDBG public services. The Committee's grant recommendations are also listed in the proposed CDBG budget below. Complete grant applications are posted on the City's website: [Public Service Grants Program | City of Costa Mesa](#)



### **3. HOUSING REHABILITATION ADMINISTRATION (CDBG)**

Staff is proposing to allocate \$50,000 in CDBG funding for staff and other direct costs associated with the City's HUD-funded housing rehabilitation program. Examples of eligible costs include staff costs associated with preparation of work specifications, property inspections and loan/grant application processing/implementation.

### **4. HOUSING REHABILITATION**

The City has a HOME-funded Housing Rehabilitation Grants and Loans Program. Improvements may include, but are not limited to, health and safety code items such as plumbing, electrical, heating, roofing, etc. Adding a Housing Rehabilitation Grants program with \$75,000 in CDBG funding will provide more flexibility and increase the number of residents and properties eligible for rehabilitation grants. CDBG funds do not limit eligibility to homes according to the value of the home. HOME funds require that the home value not exceed 95% of the median purchase price for the area after rehabilitation. The addition of CDBG funding to the Housing Rehabilitation Grants program is a direct response to the needs assessment and community feedback provided through the consolidated planning process. Once the Action Plan is approved by the City Council, staff will begin to design the specific details of the CDBG rehabilitation grants (grant amounts, scope of program).

### **5. CODE ENFORCEMENT**

CDBG funds may be used for code enforcement activities provided the program primarily benefits low- and moderate- income persons, and that such code enforcement "together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area." The crux of this regulation is that any CDBG-funded code enforcement activity must have a direct nexus to the rehabilitation or improvement of housing in an eligible area. Over 55% of the City is made up of CDBG eligible census blocks and the CDBG funding recommendation makes up 14% of the total budget for code enforcement activities in the City. For FY 2025-2026, staff is recommending a total allocation of \$385,000 in CDBG funds to support the work effort of two full-time and one part-time code enforcement officers. Enforcement activity will be limited to eligible Census Tract Block Groups identified by HUD.

### **6. ADMINISTRATION**

HUD allows the City to allocate up to 20 percent (20%) of its annual grant for planning and program administration. Based on the City's FY 2025-2026 CDBG grant, a maximum of \$181,452 is available for program administration. Eligible program administration expenditures include program staff salaries and benefits, contract services, legal services, direct program operating costs and fair housing services, if not funded through public services. For FY 2025-2026, fair housing services are provided through the Fair Housing Foundation with \$20,000 from the City's administration funds.

**Table 1: Proposed FY 2025-2026 CDBG Budget**

AVAILABLE FUNDS		
2025-2026 CDBG Allocation	\$907,261	
Prior Year Funds	\$172,000	
	<b>TOTAL:</b>	<b>\$1,079,261</b>
PROPOSED PROGRAMS/PROJECTS		
Code Enforcement		
Salary & Benefits 2 FT & 1 PT	\$385,000	
	<b>SUBTOTAL:</b>	<b>\$385,000</b>
Infrastructure/Public Facilities/Capital Improvement		
Wilson Street Improvement Westside Neighborhood	\$251,720	
	<b>SUBTOTAL:</b>	<b>\$251,720</b>
Public Service grants (15% Maximum)		
City of CM Senior Center Caseworker	\$30,000	
Assistance League – Newport Mesa	\$15,913	
Families Forward	\$26,522	
Human Options	\$26,522	
Project Hope Alliance	\$21,219	
Trellis – Labors of Love	\$15,913	
	<b>SUBTOTAL:</b>	<b>\$136,089</b>
Housing Rehabilitation		
Housing Rehabilitation Administration	\$50,000	
Housing Rehabilitation Grants Program*	\$75,000	
	<b>SUBTOTAL:</b>	<b>\$125,000</b>
Administration (20% Maximum)		
CDBG Program Administration	\$161,452	
Fair Housing Foundation**	\$20,000	
	<b>SUBTOTAL:</b>	<b>\$181,452</b>
	<b>TOTAL:</b>	<b>\$1,079,261</b>

\*New program for 2025-2026

\*\*Required by HUD

**HOME FUNDING AND ALLOCATION:**

The City of Costa Mesa will receive \$378,720 in HOME funds for FY 2025-2026. Additionally, \$50,000 in HOME Program Income (PI), and \$1,685,283 in prior year uncommitted HOME funds will be available for HOME-funded activities.

The City is required to reserve a minimum of 15 percent (15%) of annual HOME funds for a project to be undertaken by a qualified nonprofit housing developer known as a Community Housing Development Organization (CHDO). A CHDO is a nonprofit housing developer. The City is also allowed to use a maximum of 10 percent (10%) of HOME funds for program administration. Staff is recommending funding for five activities: 1) single-family housing rehabilitation loans and grants; 2) Tenant Based Rental Assistance (TBRA); 3) Affordable Housing Project(s) 4) CHDO reservation; and 5) program administration.

**1. HOUSING REHABILITATION**

HOME funds may be used to improve and preserve the City's supply of owner-occupied housing for households with an income up to 80 percent (80%) of the County median income. Grants are available for both Single Family and Mobile Home property owners for property improvements including health and safety code items such as plumbing, electrical, heating and roofing. Staff is recommending allocating a total of \$319,323 to the City's Single-Family Housing Rehabilitation Loan and Grant Program to assist up to 16 households.

**2. TENANT BASED RENTAL ASSISTANCE (TBRA)**

The City has contracted with Families Forward to implement the Costa Mesa TBRA program since FY 2020-2021. The program provides rental assistance for families with minor children for up to 24 months, however many of the families are able to reach self-sufficiency with six months of assistance. The TBRA rental subsidy covers rental costs, security deposits and utilities and temporarily reduces the housing costs for participating households to 30% of the household's monthly adjusted income. Each eligible family receives assistance based on need. The TBRA program is expected to provide assistance to 15 families with \$200,000 in HOME funds for FY 2025-2026.

**3. AFFORDABLE RENTAL HOUSING DEVELOPMENT**

In an effort to preserve and increase affordable rental housing opportunities for lower income households, the City will be soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors by issuing a Request for Proposal (RFP) or a Request for Qualifications (RFQ) for the development of permanent affordable rental housing in the City using prior year(s) uncommitted HOME Program funds in the amount of \$1,500,000. If the selected vendor is an approved Community Housing Development Organization (CHDO), a nonprofit developer, CHDO set-aside funds may also be included in the project.

**4. COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO FUNDS)**

HOME program regulations require that a minimum of 15 percent (15%) of the City's annual grant allocation be reserved for a CHDO. Based on the City's FY 2025-2026 HOME grant, \$56,808 is the minimum CHDO set-aside requirement. The current set-aside balance available including \$56,808 from FY 2025-2026 is \$232,532.

**5. ADMINISTRATION**

The City is allowed to use up to 10 percent (10%) of its annual grant for HOME program administration. Based on the City's FY 2025-2026 grant, \$37,872 is available for HOME program administration. Eligible administration expenditures include program staff salaries and benefits, contract services, and legal services.

**Table 2: Proposed FY 2025-2026 HOME Budget**

AVAILABLE FUNDS		
2025-2026 HOME Allocation	\$378,720	
Prior Year Program Income (PI)	\$50,000	
Prior Year(s) Uncommitted HOME Funds	\$1,685,283	
	<b>TOTAL:</b>	<b>\$2,114,003</b>
PROPOSED PROGRAMS/PROJECTS		
Housing Rehabilitation		
Housing Rehab Loans and Grants (1 loan & 15 grants)	\$319,323	
	<b>SUBTOTAL:</b>	<b>\$319,323</b>
Tenant Based Rental Assistance		
Families Forward TBRA	\$200,000	
	<b>SUBTOTAL:</b>	<b>\$200,000</b>
Affordable Rental Housing		
Project – To be Determined	\$1,500,000	
	<b>SUBTOTAL:</b>	<b>\$1,500,000</b>
CHDO Reserve (15% Minimum)		
CHDO Reserve – Project to be determined	\$56,808	
	<b>SUBTOTAL:</b>	<b>\$56,808</b>
HOME Administration (10% Maximum)		
FY 2025-2026 HOME Program Administration	\$37,872	
	<b>SUBTOTAL:</b>	<b>\$37,872</b>
	<b>TOTAL:</b>	<b>\$2,114,003</b>

The 2025-2026 Fiscal Year will be the first year of the 2025-2029 Consolidated Plan cycle. The Action Plan serves as the link between the objectives and goals listed in the Consolidated Plan with activities to be carried out during a 12-month period that address priority needs. The time period covered by the 2025-2026 Action Plan begins July 1, 2025, and ends June 30, 2026. The draft 2025-2026 Action Plan is incorporated into the 2025-2029 Consolidated Plan. The Consolidated Plan is attached to this Agenda report as **Attachment 2**.

### **2025-2029 Orange County Regional Assessment of Fair Housing**

As a recipient of CDBG funds, the City of Costa Mesa is required to comply with the Fair Housing Act of 1968, as amended (Title VIII of the Civil Rights act of 1968) (42 U.S.C. section 3601, et seq.), which prohibits discrimination in housing-related transactions, including the sale, rental or financing of dwellings. Protected classes under Federal law include race, color, national origin, religion, sex, disability and familial status. California has additional protected classes, including source of income. Effective April 2, 2025, the Fair Housing Act Interim Rule revises HUD's regulation governing the Fair Housing Act's mandate to affirmatively further fair housing. Under the Interim Final Rule, grantees must certify that they will take active steps to promote fair housing.



The City participated with all 34 cities in Orange County in the preparation of the 2025-2029 Orange County Regional Assessment of Fair Housing. The executive summary of the draft Orange County Assessment of Fair Housing is provided as Appendix F to the Consolidated Plan. The entire draft document is available for review on the City's Housing and Community Development webpage: [FY 2025-2029 Orange County Regional Assessment of Fair Housing](#).

### **PUBLIC NOTICE, REVIEW AND COMMENT PERIOD**

As required by HUD, a notice was published in English and Spanish in local newspapers on April 17, 2025, inviting the public to review and comment on the draft 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan, and the 2025-2029 Orange County Assessment of Fair Housing. The comment period began on April 18, 2025, and concluded on May 20, 2025. This notice also announced the May 20, 2025, City Council public hearing. At the time this report was written, no comments have been received.

### **ALTERNATIVES:**

The City Council can choose to not fund the proposed activities as recommended by staff and allocate CDBG or HOME funds to other eligible activities. The City Council can also direct staff to not submit the Consolidated Plan, Action Plan, or approve the 2025-2026 Orange County Regional Assessment of Fair Housing; however, if the City does not submit the Action Plan, HOME funds will most likely be returned to the U.S. Treasury and the City's CDBG funds will be distributed proportionally among all other Orange County jurisdictions that receive CDBG funds. Additionally, the City may be out of compliance with program regulations without an approved fair housing analysis.

### **FISCAL REVIEW:**

The City receives an annual grant allocation from HUD for the City's CDBG Program and HOME Program. These grants provide funding for various activities that assist low-income Costa Mesa residents. The City will receive a grant allocation of \$907,261 for the CDBG Program and \$378,720 for the HOME Program for FY 2025-26. The grant allocations received have an eight (8) year period to expend the funds. Additional funds from prior year(s) in both the CDBG and HOME program are available in the amount of \$172,000 (CDBG) and \$1,685,283 (HOME), inclusive of program income. The City is reimbursed by HUD for the total amount of eligible CDBG and HOME program expenditures.

### **LEGAL REVIEW:**

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

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

This project would achieve the following City Council goals and objectives:

- Strengthen the public's safety and improve the quality of life;
- Diversify, stabilize and increase housing to reflect community needs;
- Achieve long-term fiscal sustainability; and
- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Pursuant to Federal regulations, the City Council must adopt a resolution for the approval of the Consolidated Plan and the Annual Action Plan in order for the City to implement the respective federal grant programs. The draft 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan are prepared according to HUD regulations, and outline how the City will utilize FY 2025-2026 CDBG and HOME funds to meet the objectives and goals of the federal CDBG and HOME programs. In addition, the City participated with all 34 jurisdictions in Orange County to prepare the 2025-2029 Orange County Regional Assessment of Fair Housing for Council approval and updated its Citizen Participation Plan to reflect current HUD regulations. Staff recommends that the City review the aforementioned Plans and designate the Acting City Manager, or the Acting City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements and subrecipient agreements for the use of funds approved in the 2025-2026 Annual Action Plan.

**RESOLUTION NO. 2025-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AND AUTHORIZING SUBMISSION OF THE 2025-2029 CONSOLIDATED PLAN INCLUDING THE AMENDED CITIZEN PARTICIPIATION PLAN AND THE 2025-2026 ANNUAL ACTION PLAN FOR THE APPLICATION AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ACT FUNDS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROVAL OF THE 2025-2029 ORANGE COUNTY REGIONAL ASSESSMENT OF FAIR HOUSING**

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

WHEREAS, the City of Costa Mesa participates in the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) Program and also participates in HUD's Home Investment Partnerships Program (HOME); and

WHEREAS, in order to receive annual allocations from these HUD programs, the City is required to prepare a five-year strategic plan outlining the use of the grants and strategic vision for affordable housing and community development in the City known as the Consolidated Plan; and

WHEREAS, the City's current Consolidated Plan, was adopted on May 19, 2020, and will expire on June 30, 2025; and

WHEREAS, the federal regulations (Title 24 Code of Federal Regulations Part 91) delineate the required content of the Consolidated Plan, including an annual application and expenditure plan for CDBG and HOME funds, known as the Annual Action Plan; and

WHEREAS, the City is eligible to receive \$907,261 in 2025-2026 CDBG funds, which can be used for social service grants, housing rehabilitation, public facilities and administration, and is also eligible to receive \$378,720 in 2025-2026 HOME funds, which can be used for housing and administration as set forth in the 2025-2026 Annual Action Plan (Exhibit A); and

WHEREAS, the City made the 2025-2029 Consolidated Plan available for the required 30-day public review period between April 18, 2025 and May 20, 2025; and

WHEREAS, the City has published a notice of a public hearing for the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan, and the 2025-2029 Orange County Regional Analysis of Impediments to Fair Housing in English and Spanish; and

WHEREAS, in the 2025-2029 Consolidated Plan, including the 2025-2026 Annual Action Plan and amended Citizen Participation Plan, and the 2025-2029 Orange County Regional Assessment of Fair Housing, the City has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby approves the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan attached hereto as Exhibit “A” and incorporated herein by reference. The City Council further approves the 2025-2029 Orange County Regional Assessment of Fair Housing.

SECTION 2. The City Council hereby authorizes the Acting City Manager, or the Acting City Manager’s designee, to submit the 2025-2029 Consolidated Plan including the 2025-2026 Annual Action Plan to HUD, and execute all certifications and assurances contained therein to approve minor changes and provide additional information as may be required.

SECTION 3. The City Council hereby designates the Acting City Manager, or the Acting City Manager’s designee, as the City’s official representative to administer the programs and execute and submit all required agreements, certifications, and documents required by HUD. The City Council further authorizes the Acting City Manager, or Acting City Manager’s designee, to execute all subrecipient agreements with the nonprofit organizations receiving allocations of CDBG funds approved in the 2025-2026 Annual Action Plan.

BE IT FURTHER RESOLVED that the Costa Mesa City Council does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan and compliance with all applicable federal, State, and local laws.



BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

**PASSED AND ADOPTED this 20<sup>th</sup> day of May 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 the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20<sup>th</sup> day of May 2025, by the following roll call vote, to wit:

AYES:           COUNCIL MEMBERS:

NOES:           COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 20<sup>th</sup> day of May 2025.

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



# **2025-2029 Consolidated Plan 2025-2026 Action Plan**

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## Executive Summary

### ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The Fiscal Year (FY) 2025-2029 Consolidated Plan for the City of Costa Mesa satisfies federal requirements for the City to receive Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is a planning document that identifies the City's housing and community needs and outlines a strategy to address these needs utilizing HUD funds. The Plan includes the following components:

- An assessment of the jurisdiction's housing and community needs and market conditions
- A strategy that establishes priorities for addressing identified needs
- A one-year investment plan that outlines the intended use of HUD resources (the Action Plan)

The City's Consolidated Plan has been devised in a way that supports HUD's community planning and development goals, which are to provide decent housing, provide a suitable living environment, and expand economic opportunities.

HUD regulations require that the Consolidated Plan cover a three to five-year planning period. The City has prepared this Consolidated Plan to cover a five-year planning period that begins July 1, 2025, through June 30, 2030.

#### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Based on an analysis of housing/community needs, market analysis, and input from the community, the following five-year goals and priorities identified in the 2020-2024 Consolidated Plan will continue to be implemented in the 2025-2029 Consolidated Plan:

<b>Goal 1:</b>	<b>Housing Preservation</b>	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
<b>Goal 2:</b>	<b>Infrastructure and Facility Improvements</b>	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
<b>Goal 3:</b>	<b>Homeless Continuum of Care</b>	To provide supportive services and housing assistance for the homeless and near homeless
<b>Goal 4:</b>	<b>Public Social Service</b>	To provide services for low- and moderate-income persons, and those with special needs
<b>Goal 5:</b>	<b>Program Administration</b>	To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying all HUD program requirements including the provision of fair housing services

### 3. Evaluation of past performance

At the time of the preparation of the 2025-2029 Consolidated Plan, the City of Costa Mesa has partially completed the final year of the 2020-2024 Consolidated Plan cycle. During the previous Consolidated Plan period (FY 2020 – FY 2024), the City utilized its CDBG and HOME funds for a variety of different housing and community development activities, including, but not limited to:

**Housing:** The City continues to run a Housing Rehabilitation Program that offers loans and grants to address deferred property improvements and building code deficiencies. During the previous consolidated plan period, the City was able to help 42 households. The Housing Code Enforcement Program addressed substandard conditions in residential neighborhoods within eligible Census Tracts and Block Group. The program assisted 789 homeowners.

**Community Services:** The City utilized CDBG funds to provide financial assistance to agencies that provided much needed services to low- and moderate-income persons, including meal and food distribution for the elderly, senior services, employment services, youth services, fair housing services, and homeless services and assistance to over 4,000 residents.

**Public Improvements:** The City used CDBG funds for public infrastructure and public facility improvements, which provided roadway rehabilitation as well as improvements to public buildings and other facilities including ADA compliance. By the end of FY 2023-2024, public facility and infrastructure projects assisted 6,155 persons.

### 4. Summary of citizen participation process and consultation process

A key element of the Consolidated Plan preparation process is the input of residents, businesses and other community stakeholders. This input was facilitated by the implementation of the City's Citizen Participation Plan. Opportunities for public participation included the following:

**"Community Needs Survey"** – Survey was available online and by hard copy from September 25, 2024 through February 28, 2025. The survey was available in English and Spanish. A copy of the survey with a summary of results is provided in **Appendix A**. Advertising of the Community Needs Survey included:

- Internet survey links and QR codes were displayed on workshop flyers/notices in English and Spanish:
  - Notices posted on City's website (English and Spanish), social media, website event calendar, City Hall concierge screen, CMTV and City Hall lobby
  - Notices posted in City Libraries and Community Centers
  - Notices emailed to community groups and nonprofit organizations
  - Announcements included in City Snapshot 9/27, 10/4 and 10/18

**Community Meetings (3):** The City of Costa Mesa held two community meetings and one stakeholder meeting to gain input on the needs of the community. In addition to these public meetings, City staff attended the Health and Wellness Expo at the senior Center to provide residents and attendees with information about the consolidated planning process and solicit feedback on the priority needs in the City for services, housing, and infrastructure. The public community meetings were held on October 10, 2024 at the Community Senior Center and October 24, 2024 at the Norma Hertzog

Community Center. A stakeholder meeting was held October 29, 2024 in the Community Room at City Hall. Notices for the community and stakeholder meetings are found in **Appendix A** and included:

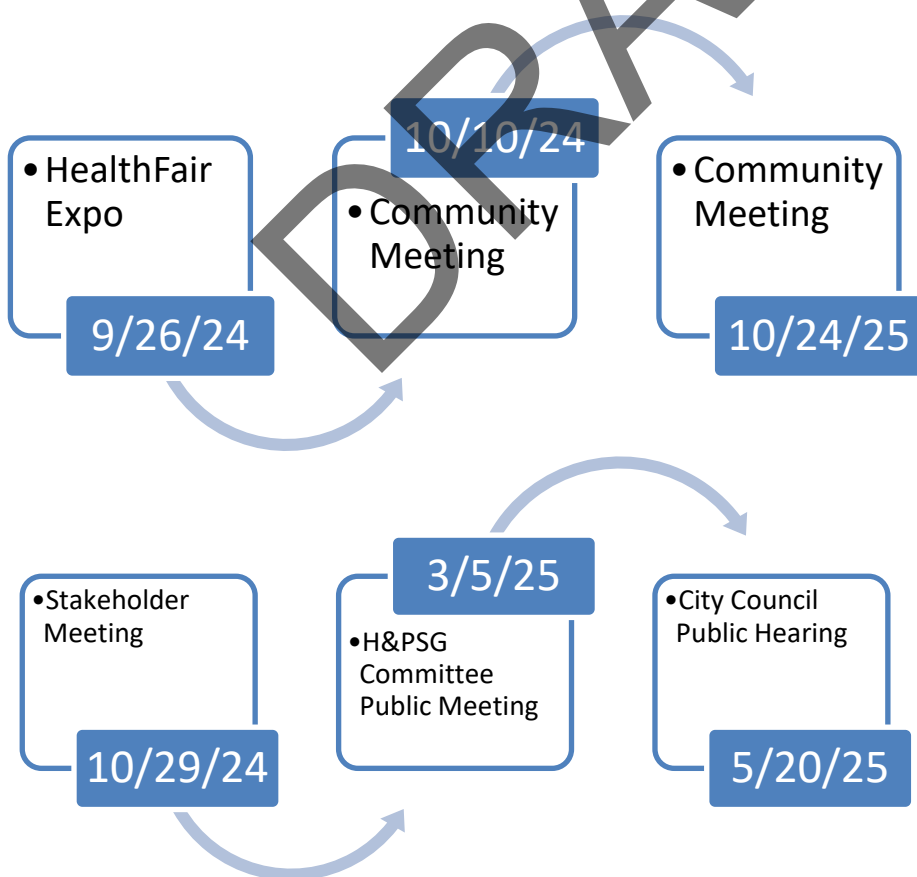
- Notices posted on City's website (English and Spanish), social media, website event calendar, City Hall concierge screen, CMTV and City Hall lobby
- Notices posted in City Libraries and Community Centers
- Notices emailed to community groups and nonprofit organizations and the Orange County Housing Authority
- Announcements included in City Snapshot 9/27, 10/4 and 10/18

**Application for Funding:** A notice announcing CDBG funding opportunity posted to the City's Website and the City's social media pages. It was also advertised to nonprofit organizations through the City's Network for Homeless Solutions (NHS). The application for funding was due February 14, 2025.

**Housing and Public Service Grants Committee:** On March 5, 2025, applicants for public service funds presented to the Committee and the Committee decided on recommendations to the City Council on allocations.

**Public Review of Draft Documents:** The public review period was April 18, 2025 through May 20, 2025. The draft Consolidated Plan and Action Plan were made available on the City's website and at the Planning Counter in City Hall.

**City Council Public Hearing:** The Council conducted a public hearing on May 20, 2025 to review and adopt the FY 2025-2029 Consolidated Plan, FY 2025 Action Plan and amended Citizen Participation Plan.



The public was given the following options to participate in the meeting:

1. Live on Costa Mesa TV (Spectrum Channel 3 and AT&T U-Verse Channel 99) or [http://costamesa.granicus.com/player/camera/2?publish\\_id=10&redirect=true](http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true) and online at [youtube.com/costamesatv](https://www.youtube.com/c/costamesatv). As a courtesy, the public may participate via the Zoom option. Closed Captioning is available via the Zoom option in English and Spanish.
2. Submitting comment via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov). Comments received by 12:00pm on the day of the meeting were provided to the City Council, made available to the public, and are a part of the meeting record.

## **5. Summary of public comments**

A summary of the public comments received is provided in **Appendix A**.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments received were accepted. A summary of the public comments received is provided in **Appendix A**.

## **7. Summary**

The FY 2025 – FY 2029 Consolidated Plan has been prepared by the City of Costa Mesa in order to continue receiving CDBG and HOME funds over the next five years. To determine how the City will allocate these funds, a public input process was utilized. This process included solicitation of information regarding priority housing and non-housing community needs from County agencies and local service providers. City residents were invited to participate in the process via a needs survey, and by attending community meetings. Comments received at community meetings are summarized in **Appendix A**. Written comments received during the public review period and Staff responses are incorporated into this document. HUD has announced that Costa Mesa will receive \$907,261 in CDBG and \$378,720 in HOME funds for FY 2025-2026. The City has also identified prior year funds and program income (PI) that will be available to undertake eligible activities in FY 2025-2026. The FY 2025-2026 Annual Action Plan outlines the uses of these funds, which include housing rehabilitation for lower income homeowners; enforcement of housing and building codes; social services for lower income and special needs residents; tenant based rental assistance (TBRA); affordable housing project(s); and program administration. Activities to be funded will address a priority need identified in the Consolidated Plan.



## The Process

### PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COSTA MESA	Housing & Community Dev/Development Services
HOME Administrator	COSTA MESA	Housing & Community Dev/Development Services

Table 1 – Responsible Agencies

#### Narrative

The City's Housing and Community Development (HCD) Division of the Economic and Development Services Department is primarily responsible for the preparation of the Consolidated Plan and for administration of CDBG and HOME funds.

#### Consolidated Plan Public Contact Information

Mikelle Daily, Grant Administrator, 77 Fair Drive, Costa Mesa, CA 92628

(714) 754-5678, mikelle.daily@costamesaca.gov

## **PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

### **1. Introduction**

The City of Costa Mesa contacted community-based social service providers, adjacent local governments, and various County/State agencies. The City solicited feedback through the following methods: web-based and paper Community Needs Surveys, Community Meetings, Public Hearings, and the receipt of written comments.

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

The City of Costa Mesa does not own or manage public housing. Similarly, the City does not administer the Housing Choice Voucher or Section 8 Certificate rental assistance programs, however, Costa Mesa has an executed MOU with the Orange County Housing Authority (OCHA) to participate in their Housing Choice Voucher (HCV) Set-Aside Program, which makes available HCV’s only for participating jurisdictions. Rental assistance voucher/certificate programs are administered in the City of Costa Mesa by OCHA. The City is a member of the OCHA Cities Advisory Committee, which provides OCHA staff with direct input regarding program policies.

During the development of this Consolidated Plan, the City invited organizations that provide housing, health services and other community-focused programs to the Community meetings and Stakeholder meeting. The list of attendees for the Stakeholder meeting is included in **Appendix A**. The agencies on the list were emailed a notice of the City’s Consolidated Plan process and the date and times of the Community Meetings, Stakeholder meeting and links to the Community Needs Survey. The City also asked the Fair Housing Foundation to attend the Community Meetings to connect the public to the City’s fair housing services.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

Orange County’s Continuum of Care (CoC) promotes countywide commitment to the goal of ending homelessness through ongoing planning, coordination and collaboration of regional homeless services and programs to address the needs of individuals and families experiencing homelessness and preventing homelessness. The City of Costa Mesa has consistently sought and directed various federal, state, local and private funding sources to services and activities that continue to assist Costa Mesa homeless and those at risk of becoming homeless. The City has identified various private and nonprofit organizations with whom it has linked homeless individuals and has supported various nonprofit groups

in the federal and County Continuum of Care. During the past consolidated plan period (FY 2020 – FY 2024), the City provided CDBG funds to many member organizations of the Continuum of Care including Families Forward and Mercy House. For the development of this Consolidated Plan, the City invited the participation of local and regional organizations that provide assisted housing, health services and other community-focused programs to homeless individuals and families. Many of the organizations invited to the Community Meetings are also members of Orange County’s CoC including CityNet, Stand Up for Kids, Human Options, United Way and Families Forward.

The City of Costa Mesa was one of the 34 jurisdictions that participated in the Continuum of Care’s Point In Time Count in January 2024. The County of Orange and Orange County Continuum of Care conducted the sheltered count on Monday, January 22, 2024 and the unsheltered count from Tuesday, January 23, 2024 through Thursday, January 25, 2024.

Since 2014, the Network for Homeless Solutions (NHS) has directly addressed homeless issues in Costa Mesa. The NHS participates in the comprehensive, coordinated and regional Continuum of Care strategy with the County of Orange, local governmental agencies, nonprofit agencies, faith-based service providers, the homeless and formerly homeless, business leaders and schools to find solutions for those experiencing and at-risk of homelessness. The NHS is focused on establishing direct links to services for the homeless, especially those with strong ties to Costa Mesa, facilitating access to services and housing options. The NHS also serves as a liaison to the business community and resident groups.

In addition, the City’s outreach team, the Costa Mesa Bridge Shelter and the nonprofit shelter operator, Mercy House, are an Access Point for the County of Orange. As an Access Point, the City collects and shares information about individuals who access services with the Continuum of Care. The City and its Network for Homeless Solutions team regularly consult with other Orange County cities that participate in the Continuum of Care and provide shelter or housing vouchers to homeless individuals. Trellis International (Trellis) receives funding from the City to administer a workforce development and life skills training program called the Community Impact Team (CIT). The CIT provides employment services and transitional employment opportunities for homeless and extremely low-income Costa Mesa residents seeking to reenter the workforce.

In June 2023, City Council approved a capacity increase of 16 beds for the Costa Mesa Bridge Shelter, bringing the Shelter’s total capacity to 85 beds. In March 2023, the City formalized a grant of \$4.2M in Behavioral Health Bridge Housing (BHBH) funds from the Orange County Health Care Agency to add 15 behavioral health beds and associated services at the Shelter. The primary focus of the BHBH funds is to assist individuals experiencing homelessness who have serious behavioral health conditions that prevent them from accessing resources and securing permanent housing. This increase will bring the Shelter’s total capacity to 100 beds. In August 2024, CalOptima Health launched the Street Medicine Program in Costa Mesa, one of only three (3) Orange County (OC) cities to be selected to receive the service. Street Medicine brings primary and behavioral health care to unhoused, unsheltered individuals. Participants also receive intensive case management and connection to all available resources.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City is not a recipient of Emergency Solutions Grant (ESG) funds; therefore, it does not assist the OC CoC with determining ESG allocations, evaluating the outcomes, or developing policies and procedures for administering the regional Homeless Management Information System (HMIS). However, as stated above, the City is an Access Point and active participant in the comprehensive, coordinated and regional Continuum of Care strategy in Orange County.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

1	<b>Agency/Group/Organization</b>	211OC and United Way of Orange County
	<b>Agency/Group/Organization Type</b>	Services-homeless Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Regional Continuum of Care coordinator and HMIS administrator; provided significant information regarding regional and City homeless population and shelter resources.
2	<b>Agency/Group/Organization</b>	State of California Housing and Community Development and Department of Public Health
	<b>Agency/Group/Organization Type</b>	Other government – State
	<b>What section of the Plan was addressed by Consultation?</b>	Lead Based Paint Market Analysis Demographics



	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Various State departments and agencies were consulted to obtain information regarding employment, demographics, and lead poisoning
3	<b>Agency/Group/Organization</b>	City of Costa Mesa
	<b>Agency/Group/Organization Type</b>	Housing Services-Elderly Persons Services-homeless Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Various City departments, commissions and City Council provided a variety of data and information. Also played a key role in identifying priorities and with the allocation of HUD funds.
4	<b>Agency/Group/Organization</b>	Fair Housing Foundation
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Impediments to fair housing
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify the needs of lower income families and individuals requiring fair housing services. Also provided consultation on the City's strategy to address impediments to fair housing.
5	<b>Agency/Group/Organization</b>	Orange County Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA Other government - County

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	OCHA provided significant information regarding the number of Costa Mesa residents receiving rental assistance and also those who have applied for rental assistance. Vouchers/Certificates provided by OCHA are a key component of the City's housing needs strategy for lower income renter households.
6	<b>Agency/Group/Organization</b>	Dayle McIntosh Center
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Consulted with organization Agency provided input regarding the City's special needs populations.
7	<b>Agency/Group/Organization</b>	Human Options
	<b>Agency/Group/Organization Type</b>	Services-homeless & domestic violence prevention
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency assisted with development of the City's homeless strategy and implementation of service/housing programs to assist those at risk of becoming homeless due to domestic violence.
8	<b>Agency/Group/Organization</b>	Families Forward
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and assisted with implementation of the City's homeless service/housing strategy with a focus on homeless families with children
9	<b>Agency/Group/Organization</b>	Project Hope Alliance
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs of the City's homeless service/housing strategy with a focus on McKinney Vento homeless children and families.
10	<b>Agency/Group/Organization</b>	Stand Up for Kids Orange County
	<b>Agency/Group/Organization Type</b>	Services-Youth, Homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy Homeless Services Youth Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and provided input regarding the City's at-risk youth, including economic needs/opportunities for youth age 16 to 24.
11	<b>Agency/Group/Organization</b>	Community SeniorServ, Inc.
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and provided input regarding the City's special needs populations, specifically seniors and frail elderly.

12	<b>Agency/Group/Organization</b>	Council on Aging Orange County
	<b>Agency/Group/Organization Type</b>	Housing Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and provided input regarding the City's special needs populations, specifically seniors, frail elderly/disabled adults

Table 2 – Agencies, groups, organizations who participated

### Identify any Agency Types not consulted and provide rationale for not consulting

The City made an effort to have as open a consultation process as possible. No one agency type was knowingly not consulted.



### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Orange	Provides regional and local point-in-time homeless survey data development of the regional Plan to End Homelessness.
Orange County Regional Assessment of Fair Housing	OC HUD Grantee Cities and the County of Orange	Identified fair housing impediments that were applicable to the City and the County which were incorporated into Consolidated Plan goals
5-Yr & 1-Yr Public Housing Authority (PHA) Plan	Orange County Housing Authority (OCHA)	OCHA provided information regarding the housing needs of lower income renter households which were incorporated into the Consolidated Plan
City of Costa Mesa Capital Improvement Plan	City of Costa Mesa	Projects identified in the Capital Improvement Plan that are within CDBG-eligible areas were utilized to help establish Consolidated Plan goals
City of Costa Mesa Housing Element	City of Costa Mesa	The City made an effort to ensure the Housing Element and Consolidated Plan were consistent
2024 Point-In-Time Summary	County of Orange	Costa Mesa homeless census data was utilized to prioritize use of limited funding and to identify the most vulnerable among the City's homeless

Table 3 – Other local / regional / federal planning efforts

### Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

State agencies were consulted to obtain updated housing and population information. The County of Orange was contacted to obtain an array of data including information regarding the number of households receiving rental assistance, homeless count, and regional homeless plans.

The City also worked with other Orange County HUD grantees on the preparation of the 2025-2029 Orange County Regional Assessment of Fair Housing. The updated Assessment will be adopted with the FY 2025-2029 Consolidated Plan.

## PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Pursuant to HUD regulations, the City undertook several steps to obtain the input of community residents and stakeholders as it developed the Consolidated Plan. Consultation efforts included a health fair held at the senior center, community meetings, a community needs survey, and public meetings (Housing and Public Service Grant Committee and City Council). The City also consulted with State and regional agencies.

The City utilized press notices, public announcements (at City Council meetings), the City's internet webpage, social media, emailed notices and newspaper notices, to inform residents and stakeholders of the opportunity to provide input and to review/comment on the draft Consolidated Plan. All City Council meetings were noticed in local newspapers of general circulation. Additionally, the draft Consolidated Plan was posted on the City's website for public review and comment.

#### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Community Health Fair	Seniors/ broad community	Date: September 26, 2024 Attendance: residents (69)	A summary of the comments received is provided on <b>Appendix A.</b>	NA
2	Public Meeting	Non-targeted/ broad community	Date: October 10, 2024 Attendance: residents and community service providers (28)	A summary of the comments received is provided on <b>Appendix A.</b>	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons
3	Public Meeting	Non-targeted/ broad community	Date: October 24, 2024 Attendance: Residents and community service providers (31)	A summary of the comments received is provided on <b>Appendix A.</b>	NA
4	Public Meeting	Stakeholders /broad community	Date: October 29, 2024 Attendance: Residents and community service providers (16)	A summary of the comments received is provided on <b>Appendix A.</b>	NA
5	Public Meeting	Non-targeted/ broad community	Date: March 5, 2025 Housing and Public Service Grants Committee Meeting Attendance. Residents and community service providers: (17)	A summary of the comments received is provided on <b>Appendix A.</b>	NA
6	Newspaper Ad	Non-English Speaking: Spanish  Non-targeted/broad community	30-day public comment period (4/18/25-5/20/25)	<b>No comments were received.</b>	NA
7	Public Hearing	Non-targeted/broad community	Date: <b>5/20/25</b> Regular City Council meeting.	A summary of the comments received is provided on <b>Appendix A.</b>	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons
8	Survey	Non-targeted/broad community  Non-English Speaking : Spanish	Survey available online and by QR and hard-copy 9/25/24-2/28/25	A summary of the comments received is provided on <b>Appendix A.</b>	

**Table 4 – Citizen Participation Outreach**

## Needs Assessment

### NA-05 Overview

#### Needs Assessment Overview

HUD has provided the City with extensive data in order to assess the housing needs of Costa Mesa residents. This data is based on five-year American Community Survey (ACS) data (2016-2020) and HUD's special tabulation of housing data – the Comprehensive Housing Assessment Strategy or CHAS (2016-2020). Updated information is provided when available.

The housing needs to be assessed in this section of the Consolidated Plan include the following:

- Household demographics including population, number of households, and the number of households experiencing “housing problems,” such as housing cost burden and overcrowding.
- Public housing needs – Note: The City of Costa Mesa does not own or manage public housing.
- An assessment of homeless needs, including an estimated number of sheltered and unsheltered individuals.

This section will also assess the City's “Non-housing Community Development Needs,” that is, public facility, infrastructure, and social service needs.

The extent to which housing problems are experienced disproportionately by one or more racial or ethnic groups has been included in sections NA-15 through NA-30 in past Consolidated Plans. These sections are no longer required per HUD, effective April 2, 2025 under the New Interim Rule: [Affirmatively Furthering Fair Housing Revisions](#)

#### Definitions

Housing Problems: HUD's housing needs estimates are based on an assessment of Census data of households that are experiencing one or more “housing problems.” Per HUD, a household is experiencing a housing problem if their residential unit is subject to one or more of the following:

- Lack of a complete kitchen or plumbing facilities.
- Cost Burden - More than 30% of a household's total gross income is spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.
- Severe Cost Burden - More than 50% of a household's total gross income is spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.



- Overcrowded - Defined as a housing unit with 1.01 to 1.5 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.
- Severely Overcrowded - Is defined as housing with more than 1.51 persons per room excluding bathrooms, porches, foyers, halls, or half-rooms.

Household Types: HUD data also characterizes households by type – HUD’s household definitions are as follows:

- Small Related: Household with two to four related members
- Large Related: Household with five or more related members
- Elderly: Household whose head, spouse, or sole member is a person who is at least 62 years of age
- Other: All other households

Housing Income: HUD also categorizes households by income groups:

- Extremely low-income – Household with an income equal to 0-30 percent of the Area Median Income (AMI)
- Low-income – Households with an income equal to 30-50 percent of the AMI
- Moderate-income – Household with an income equal to 50-80 percent of the AMI
- Middle-Income – Household with income equal to 80-100 percent of AMI
- Upper-Income – Household with income above 100 percent AMI

## NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

### Summary of Housing Needs

Overall, the City has extensive needs for affordable housing. Housing problems in Costa Mesa impacted renter-households more significantly, with 55 percent of renter-households experiencing at least one housing problem (inadequate housing, overcrowding, cost burden), compared to 31 percent of owner-households. The percentage of households experiencing at least one housing problem has increased six percent for renter-households and has decreased five percent for owner-households since documented in the 2020-2024 Consolidated Plan.

The following tables provide additional details:

- Table 7 presents the number of households with at least one housing problems (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent) by income and tenure.
- Table 8 summarizes the number of households with one or more severe housing problems by income and tenure. Severe housing problems are inadequate housing, severe overcrowding (1.51 persons or more per room), and housing cost burden of 50 percent.
- Table 9 isolates those households with housing cost burden of over 30 percent (inclusive of those with cost burden of over 50 percent) by income and tenure.
- Table 10 further isolates those households with cost burden of over 50 percent.
- Table 11 presents overcrowding by household type.
- Table 12 is intended to show overcrowding for households with children. However, given the City's population size, the American Community Survey provides no data for the City.

Demographics	Base Year: 2015	Most Recent Year: 2020	% Change
Population	112,375	112,958	0%
Households	40,910	42,391	4%
Median Income	\$66,459	\$91,547	38%

**Table 5 - Housing Needs Assessment Demographics**

Data Source: 2011-2015 ACS (Base Year), 2016-2020 ACS (Most Recent Year)

### Updated Information

A search of current data found that the U.S. Census Bureau<sup>1</sup> estimates Costa Mesa's 2023 population at 108,354 and median income at \$110,073 based on the 2019-2023 ACS 5-Year Estimates. This document contains data from the 2016-2020 ACS and 2016-2020 CHAS for consistency because that is the data that pre-populates the Consolidated Plan template in HUD's eCon Planning Suite.

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<sup>1</sup> [U.S. Census Bureau QuickFacts: https://www.census.gov/quickfacts/fact/table/costamesacitycalifornia,US/PST045223](https://www.census.gov/quickfacts/fact/table/costamesacitycalifornia,US/PST045223)

## Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	6,195	5,385	7,685	5,265	16,125
Small Family Households	1,980	2,185	3,075	2,070	7,735
Large Family Households	580	625	925	460	945
Household contains at least one person 62-74 years of age	1,405	1,025	1,385	870	2,680
Household contains at least one person age 75 or older	975	885	670	285	940
Households with one or more children 6 years old or younger	1,110	780	965	744	960

Table 6 - Total Households Table

Data 2016-2020 CHAS  
Source:

## Housing Needs Summary Tables

### 1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	60	70	55	75	260	85	0	15	0	100
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	285	255	270	95	905	4	0	45	0	49

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	670	470	450	255	1,845	10	35	65	60	170
Housing cost burden greater than 50% of income (and none of the above problems)	2,680	1,540	345	10	4,575	845	420	570	75	1,910
Housing cost burden greater than 30% of income (and none of the above problems)	175	1,275	2,380	1,240	5,070	230	290	720	510	1,750
Zero/negative Income (and none of the above problems)	390	0	0	0	390	40	0	0	0	40

**Table 7 – Housing Problems Table**

Data 2016-2020 CHAS  
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,690	2,335	1,120	430	7,575	945	455	695	135	2,230
Having none of four housing problems	1,035	1,665	4,055	3,305	10,060	520	925	1,815	1,400	4,660
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS  
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,615	1,670	1,135	4,420	155	205	645	1,005
Large Related	525	370	115	1,010	20	85	135	240
Elderly	760	505	415	1,680	770	365	365	1,500
Other	945	915	1,235	3,095	140	70	160	370
Total need by income	3,845	3,460	2,900	10,205	1,085	725	1,305	3,115

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS  
Source:



#### 4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	645	645	110	125	0	235
Large Related	0	0	70	70	20	35	40	95
Elderly	645	365	85	1,095	585	195	145	925
Other	0	930	600	1,530	140	0	0	140
Total need by income	645	1,295	1,400	3,340	855	355	185	1,395

**Table 10 – Cost Burden > 50%**

Data Source: 2016-2020 CHAS

#### 5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	805	555	470	280	2,110	4	25	110	35	174
Multiple, unrelated family households	110	165	130	55	460	10	10	0	20	40
Other, non-family households	40	20	120	60	240	0	0	0	0	0
Total need by income	955	740	720	395	2,810	14	35	110	55	214

**Table 11 – Crowding Information – 1/2**

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Table 12 – Crowding Information – 2/2**

### **Describe the number and type of single person households in need of housing assistance.**

HUD's data does not provide a breakdown of single person households in need of housing assistance. It does provide information for "Other" households, which is defined by HUD as "an individual or household that is not a family, living alone or with non-relatives."

According to Table 9 and Table 10, about 4,625 "other" households experienced a cost burden and of those, 1,530 households experienced severe cost burdens, paying more than 50 percent of their income in housing. "Other" households accounted for over one-third of households experiencing a cost burden. Renter "other" households were also more likely to experience a cost burden than owner households. Over 4,500 renter "other" households experienced a cost burden compared to only 510 owner households (Table 9 and 10).

The 2016-2020 American Community Survey provides more data regarding one-person households. According to this source, there are 10,205 single-person households in Costa Mesa. Of the single-person households, 36 percent are persons age 65 and older. In fact, 26 percent of persons age 65 and over are living alone based on the ACS data. Housing needs for this group may focus on affordable housing. As discussed above, renter "other" households are more likely to experience a cost burden compared to other household types.

### **Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

**Persons with Disabilities:** According to the 2016-2020 American Community Survey (ACS)<sup>2</sup>, approximately 9 percent (8,786 persons) of Costa Mesa's population had a disability. The ACS also tallies the number of disabilities by type for the residents that have them. Among the disabilities that were counted, ambulatory and independent living difficulties were the most prevalent with cognitive difficulties following right behind. The State's Department of Developmental Services reported that approximately 27,676 Orange County residents with developmental disabilities sought services at the Regional Center of Orange County in Santa Ana as of August 2023. The data is not broken down by City. In general, persons with disabilities require accessible housing, with easy access to supportive services and transportation services.

**Victims of domestic violence:** Human Options, an Orange County nonprofit organization serving survivors of domestic violence and a recipient of Costa Mesa CDBG funds, responded to over 6,700 calls to their hotline in 2024. 450 adults and children were provided with emergency and transitional housing. Supportive services were provided to over 1,200 survivors. 25 Costa Mesa individuals have been provided with transitional housing by Human Options with the help of CDBG funds in the first two quarters of the 2024-2025 fiscal year. Orange County's 2024 Point-In-Time count of the region's

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<sup>2</sup> <https://data.census.gov/table/ACSST5Y2020.S1811?q=disability&g=160XX00US0616532&y=2020>

homeless reported that 10.2 percent of persons experiencing homelessness were victims of domestic violence. With a homeless count of 297, it is estimated that at any point in time, 30 Costa Mesa victims of domestic violence would be in need of housing assistance.

### What are the most common housing problems?

Based on HUD's data (Table 7), an estimated 17,064 of the City's households, with incomes equal to the county median income or less, are experiencing one of four "housing problems." The majority of the 17,064 households experienced a cost burden (78 percent), with 38 percent of them experiencing a severe cost burden. Approximately 18 percent of households experience crowding per the HUD definition. However, when reviewing the data independently, 21 percent of renter-households are experiencing crowding, while only 5 percent of owner-households are experiencing the same. The least common housing problem according to HUD data (Table 7) is substandard housing conditions (lacking complete kitchen or plumbing facilities). Only two percent of the City's households were experiencing such housing problems.

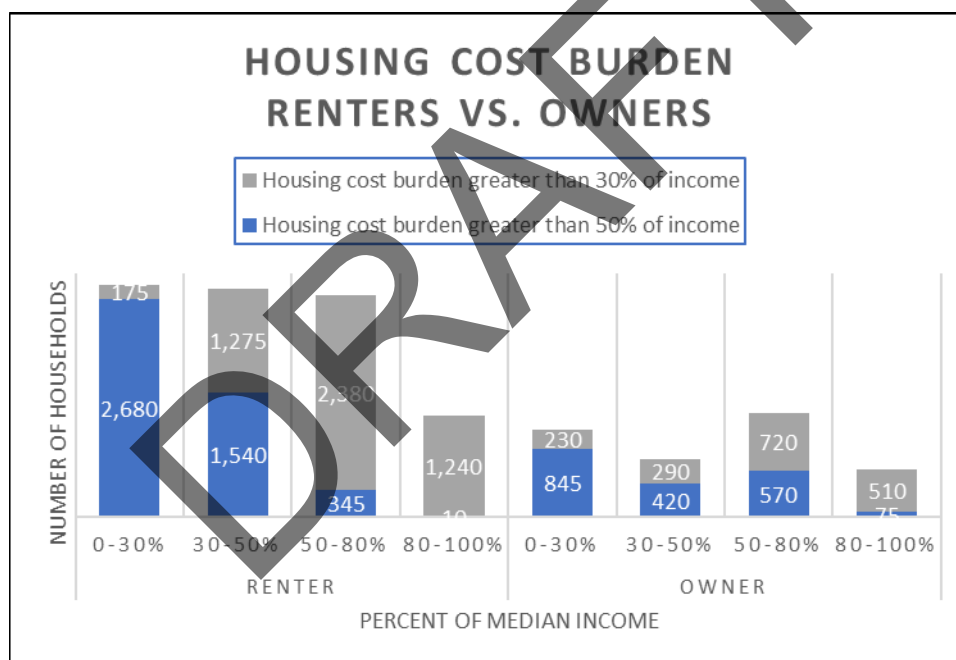


Figure 13 – Housing Cost Burden

### Are any populations/household types more affected than others by these problems?

As outlined above, based on HUD data, the most prevalent problem among Costa Mesa households is cost burden. Crowding is the second most prevalent housing problem. Renter-households are more affected by all housing problems. Of the 17,064 households experiencing housing problems, 76 percent of them are renter-households and 24 percent are owner-households (Table 7). Small households and "other" renter-households (single person or persons not living with relatives) in Costa Mesa were more likely than other household types to experience housing cost burden. "Other" and elderly renter-

households were more likely to experience severe cost burden. However, low-income elderly homeowners represent the largest segment of owner households with a cost burden (Table 9).

Housing Cost Burden (30 percent of income for housing) - The following findings are based on HUD data Table 9.

Small Related Costa Mesa households are the largest segment of households impacted by housing cost burden:

- Among renter households (approximately 43 percent).
- Among lower income households (approximately 40 percent at less than 50% AMI)
- Among lower income renter-households (approximately 45 percent).

Elderly Costa Mesa households are the largest segment of cost burdened households:

- Among homeowner households (approximately 48 percent).
- Among lower income owner households (approximately 48 percent).

Severe Cost Burden (50 percent of income for housing) - The following findings are based on HUD data Table 10.

Elderly Costa Mesa households are the largest segment of households impacted by severe housing cost burden:

- At 43 percent of all households at 80% or less AMI
- Among homeowner households (approximately 66 percent)
- Among lower income households (approximately 38 percent at less than 50% AMI)
- Among lower income renter households (approximately 82 percent)
- Among lower income owner households (approximately 56 percent)

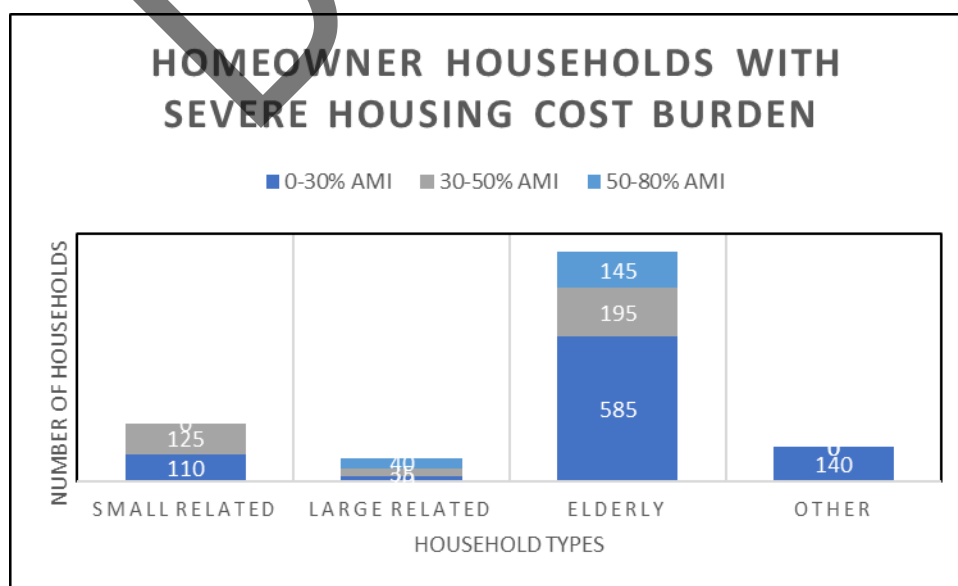


Figure 2 – Severe Housing Cost Burden

**Crowding** - The following findings are based on HUD data Table 11. Approximately 3,024 Costa Mesa households have a crowding issue.

Single-family households are the largest segment of households impacted by overcrowding:

- Among renter households (approximately 70 percent)
- Among owner households (6 percent)
- Among lower income renter and homeowner households (less than 50 percent AMI)

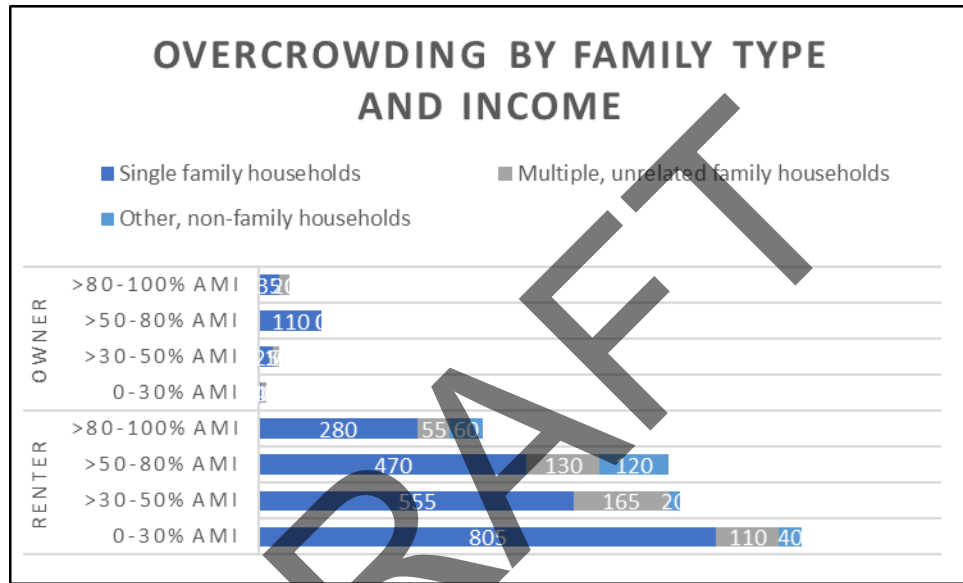


Figure 3 – Overcrowding

**Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance**

The 2024-2025 Orange County Indicators Report points out that “the county’s rising housing costs have a clear, disproportionate impact on Orange County’s lower-income residents”<sup>3</sup>, especial renter-occupied households. Families Forward, a provider of housing and homeless services to Orange County families with minor children, identifies that low-income families with children, especially those who are extremely low-income, often face significant challenges and have specific needs. Families currently housed but at imminent risk of residing in shelters or becoming unsheltered require target support to

<sup>3</sup> <https://ocbc.org/2024-2025-community-indicators-report/>



prevent homelessness such as affordable housing, employment opportunities, support services, and childcare and education. Formerly homeless families and individuals receiving rapid re-housing assistance and nearing termination have specific needs as well. These needs are continued housing support, employment and income stability, access to services and community integration. Support in integrating into the community and building social networks can help them feel more secure and connected, reducing the risk of returning to homelessness.

Table 10 indicates that a significant number of Costa Mesa low-income households are severely cost burdened. An estimated 645 extremely low-income renter households are paying more than 50 percent of income for housing – all of these households are elderly households. Table 10 also shows that an estimated 855 extremely low-income owner households are severely housing cost burdened. An estimated 130 are “related” households and 585 are elderly households. It is important to note that the largest segment of at-risk renters and homeowners are seniors (43 percent). Senior households are most often on fixed incomes and living with significant medical issues making their housing situation precarious.

The City of Costa Mesa does not receive Emergency Solutions Grant (ESG) but has used CDBG funds for rapid rehousing. The City does not collect information regarding formerly homeless families and individuals receiving rapid re-housing assistance who may be nearing the termination of assistance as would be required when using ESG funds.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

Households at risk of becoming homeless include extremely low-income households with a severe cost burden (spending 50 percent or more of their income on housing). According to CHAS data, 3,525 extremely low-income renter and owner households in Costa Mesa had a severe cost burden (Table 7).

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

The 2024-2025 Orange County Community Indicators Report identifies homelessness as a consequence of “the county’s high and still rising housing costs”.<sup>4</sup> Additionally, the number of sheltered homeless adults increased in 2024 from 2023, an illustration of the consequence of the county’s limited housing supply. The report indicates that ninety-four percent of Orange County renter households make less than \$35,000 per year and spend at least 30 percent of their income on housing. The lack of affordability

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<sup>4</sup> <https://ocbc.org/2024-2025-community-indicators-report/>

has started to affect all income levels and the cost burdens put low-income earners at higher risk of homelessness.

## **Discussion**

There is a significant number of households in the City that are potentially at risk of homelessness. These are households with extremely low-income (0-30 percent AMI) that are paying more than 50 percent of their income for housing (severely housing cost burdened). According to HUD data, 1,500 households meet these characteristics.

- Among extremely low-income households, elderly households represent the largest segment of households that are severely cost burdened (82 percent).
- Among extremely low-income renter households, the only segment of households impacted by severe cost burden are elderly households. Elderly households also represent the largest segment of households impacted by severe housing cost burden among homeowner households (66 percent) (Table 10).

## NA-35 Public Housing – 91.205(b)

### Introduction

The City of Costa Mesa does not operate a HUD-funded public housing authority. The City works in partnership with the Orange County Housing Authority (OCHA). OCHA reports that as of March 2025, 540 Costa Mesa households received a housing rental subsidy.

### Totals in Use

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
# of units vouchers in use	0	0	0	10,825	0	10,418	187	207

Table 13- Public Housing by Program Type

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

### Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	16,476	0	16,470	17,239	15,594
Average length of stay	0	0	0	8	0	8	0	4
Average Household size	0	0	0	2	0	2	1	3
# Homeless at admission	0	0	0	87	0	5	72	10

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Elderly Program Participants (>62)	0	0	0	4,926	0	4,884	38	3
# of Disabled Families	0	0	0	2,163	0	2,075	64	14
# of Families requesting accessibility features	0	0	0	10,825	0	10,418	187	207
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

**Table 14 – Characteristics of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

### Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	5,857	0	5,528	139	182	6
Black/African American	0	0	0	745	0	693	39	10	2
Asian	0	0	0	4,128	0	4,107	4	15	2
American Indian/Alaska Native	0	0	0	64	0	60	4	0	0
Pacific Islander	0	0	0	31	0	30	1	0	0
Other	0	0	0	0	0	0	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 15 – Race of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)

## Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	1,941	0	1,814	34	87	4
Not Hispanic	0	0	0	8,884	0	8,604	153	120	6

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

**Table 16 – Ethnicity of Public Housing Residents by Program Type**

Data Source: PIC (PIH Information Center)



## **Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

Section 504 of the Rehabilitation Act of 1973 is a federal law that prohibits discrimination on the basis of disability in federally-assisted programs or activities. Specifically, Section 504 states: “No otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service”. This means that Section 504 prohibits discrimination on the basis of disability in any program or activity that receives financial assistance from any federal agency, including HUD as well as in programs conducted by federal agencies including HUD. As previously indicated, the City of Costa Mesa does not own or manage public housing. City residents are served by OCHA. As of March 2025, 95 vouchers have been issued to Costa Mesa families with disabilities. OCHA remains committed to persons with disabilities. In its FY 2025-2029 Public Housing Agency Plan, OCHA identified “enhancing equal access to housing programs by reducing barriers”, an expansion of its more specific goal listed in the FY 2020-2024 Public Housing Agency Plan, “enhancing accessibility for disabled and limited English proficient persons”.

### **Most immediate needs of residents of Public Housing and Housing Choice voucher holders**

The most pressing need is the high demand for affordable housing assistance. As of March 2025, 540 households in Costa Mesa were receiving Housing Choice Vouchers. Among these households, 95 included members with disabilities, 394 with at least one elderly person, 35 Veteran households, and 63 family households. Among these households, 29 were homeless at admission. OCHA re-opened its waiting list on September 18, 2023. As of March 2025, there are 293 Costa Mesa names on the 2023 waiting list including 161 disabled persons, 109 elderly, 42 families, 19 currently homeless and 27 Veterans. The waiting list from 2012 has a total of 15 households on it including 3 disabled persons, 5 elderly persons, 7 families and 1 currently homeless.

### **How do these needs compare to the housing needs of the population at large**

Housing needs in the City generally reflect the housing needs countywide.

### **Discussion**

As previously indicated, the City of Costa Mesa does not own or manage public housing. City residents are served by OCHA. The City will continue to work in partnership with OCHA as necessary. These efforts include consultation as part of the preparation of the City’s Consolidated Plan and annual Action Plans, and assisting OCHA with the preparation and certification of their Public Housing Authority (PHA) Plan.

In the upcoming five years, OCHA's goals as detailed in the draft 2025-2029 PHA Plan include:

- Maximize existing resources and expand supply of affordable housing
- Promote Family Self-Sufficiency
- Focus on enhancing internal capacity to guarantee the delivery of high-quality service
- Improve the quality of assisted housing
- Enhance equal access to housing programs by reducing barriers
- Maintain High Performer status on the Section Eight Management Assessment Program

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## NA-40 Homeless Needs Assessment – 91.205(c)

### Introduction:

Homeless researchers typically use one of two methods to measure homelessness. One method attempts to count all the people who are literally homeless on a given day or week (point-in-time counts). The second method examines the number of people who are homeless over a given period, or period prevalence counts. Every two years, Orange County undertakes an effort to enumerate all of the sheltered and unsheltered homeless people within the County on a single point in time during the last ten days of January. This homeless count is required by HUD regulations for all Continuum of Care jurisdictions that are recipients of certain homeless grant funds. The latest count was conducted in January 2024. Orange County's sheltered Point-In-Time (PIT) Count took place the night of Monday, January 22, 2024. Emergency Shelters and Transitional Housing Programs collected client-level demographic information from individuals and families staying the night in each program. The 2024 Unsheltered Count process took place from Tuesday, January 23 through Thursday, January 25, 2024 to ensure the 800 square mile County jurisdiction was canvassed effectively. According to the Orange County 2024 PIT Final report, there were 297 homeless persons in Costa Mesa at the time of the count (218 unsheltered and 79 sheltered). Although the total number of homeless persons increased when compared to the 2019 OC PIT Count included in Costa Mesa's 2020-2024 Consolidated Plan, the percentage of unsheltered to total homeless persons reduced from 96% in 2019 to 73% in 2024. The addition of the Costa Mesa Bridge Shelter in 2021 supported the City's (and County's) goal of getting people off the streets and into shelter, increasing their support system and progress toward permanent housing.

It is important to mention, as acknowledged by the County in the 2024 OC PIT Count Summary, that there were a number of variables that could influence the fluctuation of the numbers of persons experiencing sheltered or unsheltered homelessness between 2019 and 2024. The Emergency Rental Assistance Program (ERA) provided approximately \$300M in rental assistance for Orange County residents to prevent evictions due to Covid-19. The Eviction Moratorium that went into effect during the Covid-19 pandemic ended on May 31, 2022 and shelter beds were added growing the total number of beds to 3,920.<sup>5</sup>

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<sup>5</sup> <https://ceo.ocgov.com/sites/ceo/files/2024-05/2024%20PIT%20Summary%20-%20FINAL%205.16.24.pdf>

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

The City of Costa Mesa is one of the few municipalities in the region to employ a team of Outreach Workers who serve people experiencing and at risk of homelessness. This team – alongside a vast network of City staff, community volunteers, and nonprofit service providers - make up the Network for Homeless Solutions (NHS), whose primary goal is to connect people in need to resources and facilitate their journey to self-sufficiency. The City utilizes various federal funding streams (i.e., CDBG, CDBG-CV, HOME, and HOME-ARP) to subsidize projects and programs aimed at assisting our residents, including the development of affordable and supportive housing, workforce development, homelessness prevention, and emergency shelter. In 2021, the City utilized CDBG funds to open the 100-bed Costa Mesa Bridge Shelter (CMBS), which provides adult males and females experiencing homelessness with shelter, meals, case management, workforce development, life skills training, benefit management, and on-site medical care. In 2024, the City was awarded a \$4.2 million grant from the Orange County Health Care Agency (OCHCA) to implement 15 behavioral health care beds at the CMBS through FY 26/27. Through these efforts, the NHS has facilitated the placement of over 430 individuals into permanent housing since 2019.

As mentioned previously, according to the 2024 PIT Count, on January 23, 2024, there were 297 individuals experiencing homelessness (218 unsheltered, 79 sheltered) in Costa Mesa. That's an increase of 89 individuals (+30%) from the 2022 PIT data, which identified 208 total individuals (150 unsheltered, 58 sheltered). During that same timeframe – from 2022 through 2024 – the City successfully housed 121 individuals. Regarding length of homeless, the City only keep statistics from the Shelter, which shows the average stay is roughly 180 days. The 2024 PIT Count indicated that approximately 38% of unsheltered homeless persons (1,566 persons) and 28% of sheltered persons (877 persons) in Orange County were chronically homeless, meaning they have been homeless for at least one year (continuously or for a combined length of 12 months over the past 3 years)<sup>6</sup> The PIT Count did not provide data specific to subpopulations in the City of Costa Mesa.

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<sup>6</sup> <https://www.hudexchange.info/resource/4847/hearth-defining-chronically-homeless-final-rule/>

## Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	4372	1977
Black or African American	572	230
Asian	282	171
American Indian or Alaska Native	230	103
Pacific Islander	115	50
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	3233	1777
Not Hispanic	4089	2396

**Table 17 – Ethnicity of Sheltered and Unsheltered Homeless Population**

This is County-wide information from the AHAR report

Data Source

Comments:

[2024 AHAR: Part 1 - PIT Estimates of Homelessness in the U.S. | HUD USER](#)

The table above represents sheltered and Unsheltered homeless in Orange County for the PIT Count in 2024. The information is not broken down by City. Middle Eastern or North African are not included above and 43 identified as such. 162 identified as Multi-racial and are not included above under race, but they are included under ethnicity. There were 91 unsheltered that identified as multi racial and 42 middle eastern or north African.

### Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Orange County Housing Authority (OCHA) re-opened its waiting list in September 2023 and provided the City with information regarding Costa Mesa households that submitted applications for housing vouchers in September, as well as those still on the waiting list from 2012. Based on this waitlist information, 293 Costa Mesa households are on OCHA's 2023 waitlist and 15 are on OCHA's 2012 waitlist for housing assistance. Of the total (308) on both waitlists:

- 114 applicants (37 percent) were senior households (age 62 and older);
- 164 applicants (53 percent) had a disability;
- 49 applicants (16 percent) were households with children; and,
- 20 applicants (6 percent) were homeless
- 27 applicants (9 percent) were veterans



## **Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

As documented by the 2024 PIT Count, the majority of Orange County's sheltered homeless in the County are White. The demographic information is not broken down by City. A disproportionate number (11 percent) of sheltered homeless residents are Black/African American, a group that represents only 1.5 percent of the county's overall population.<sup>7</sup> Of the unsheltered population, the Hispanic population comprised the second largest group of homeless residents at 36 percent. The percentage of unsheltered homeless African Americans is lower than the sheltered, however, still a disproportionate number at 5 percent. The majority of persons unsheltered in the County self-identified as not Hispanic or Latino (66 percent).

## **Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

The majority of the City of Costa Mesa's homeless population is unsheltered (73 percent, 218 individuals) in households without children. The number of sheltered homeless in the City of Costa Mesa has increased since the last PIT Count and the addition of the Bridge Shelter.

### **Discussion:**

The City of Costa Mesa has been a county leader in finding creative solutions to help individuals experiencing homelessness, while at the same time appropriately conducting enforcement efforts to ensure the safety and well-being of residents, business owners and visitors.

The City of Costa Mesa opened the Costa Mesa Bridge Shelter (CMBS) in April 2021. The CMBS is operated by a local nonprofit, Mercy House, in partnership with City staff who provide residents with intensive case management. The facility is a reservation-based model with 24-hour security and a neighborhood management plan covering a half-mile radius. The City utilized CDBG funding to improve and equip the property, including installing security fencing around the facility, increasing lighting in the area, cleaning/sanitizing streets and sidewalks, as well as adding storage space for guests' personal belongings, and adequate space for up to 100 emergency shelter beds and onsite services.

The City provides support and resources to aid Costa Mesa's homeless population through the City's Network for Homeless Solutions (NHS). The NHS continues to meet bi-weekly to discuss challenging cases and outcomes for the individuals being served. Community outreach staff contact dozens of people each week and have an active caseload of over 60 individuals. Outreach staff work closely with the Costa Mesa Police Department, including Park Rangers, patrol officers, and the Community Policing Unit to enforce the law and deter illicit behavior. The NHS has a 24-hour hotline that receives roughly 200 calls per month from people seeking direct assistance, and others seeking help for family and friends.

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<sup>7</sup> [2024-2025 Community Indicators Report - Orange County Business Council \(OCBC\)](#)

Over the past 11 years (2013 to 2024), nearly 900 people have transitioned from being homeless to being housed through NHS efforts. Even with the result of all of these combined efforts, there are still individuals in Costa Mesa that continue to experience homelessness. The results of the 2024 Point-In-Time Count Survey conducted by the nonprofit service organization CityNet and the County, indicated that Costa Mesa's homeless population was 218 unhoused individuals.

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## NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

### Introduction:

HUD requires that the Consolidated Plan to include a review of relevant data regarding the housing needs of persons that require special supportive housing, but who are not homeless. Special needs populations include those who live on fixed incomes and/or require supportive services such as the elderly, the frail elderly, severely mentally ill, developmentally disabled, physically disabled, persons with alcohol or other drug addictions, persons with HIV/AIDS and victims of domestic violence.

The following paragraphs generally summarize the nature and extent of housing and supportive service needs of special needs groups.

### Describe the characteristics of special needs populations in your community:

**Elderly/Frail Elderly:** According to the 2016-2020 American Community Survey, an estimated 12 percent of the City's population (13,317 persons) are elderly (65 years of age or older). Of this elderly population, 44 percent have either an ambulatory or self-care disability (difficulty). The housing needs of the elderly are challenging since many elderly individuals are on fixed incomes. Adding to the challenge are the special housing needs of the elderly that allow for greater accessibility and mobility. In April 2024, OCHA reported it provided housing assistance to 372 households with at least one elderly person (62 years of age or older) in Costa Mesa. 211 Orange County, a referral system linking Orange County residents to community health and human services and support (including housing), reports that there has been an increase in the percentage of callers who are over 65 years old, from 3% in 2022 to 8% in 2023.

**Persons with Disabilities:** According to the 2016-2020 ACS, about 15 percent of the City's population was affected by one or more disabilities. Among persons living with disabilities in the City, ambulatory difficulties were most prevalent, followed by independent living difficulties, and cognitive difficulties. Persons with disabilities often have limited income, but extensive needs for a variety of services.

OCHA reports as of March 2025, it is providing housing assistance to 95 households with at least one disabled person in Costa Mesa. Households with members with a disability have unique housing challenges as units need to allow for greater accessibility and mobility.

**Persons and families with HIV/AIDS:** The Orange County Health Care Agency does not report data specific to Costa Mesa, but their 2023 report (the most recent year for which data is available), indicates that 7,043 Orange County residents age 13 and over live with HIV. AIDSVu<sup>8</sup>, an interactive online mapping tool that visualizes the impact of the HIV epidemic on communities across the United States,

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<sup>8</sup> <https://map.aidsvu.org/prev/county/rate/none/none/usa?geoContext=national>

provides data according to zip code. A search including zip codes 92626, 92627 and 92628 in Costa Mesa indicates that 306 individuals are living with diagnosed HIV in Costa Mesa.

**Substance Abuse and Mental Illness:** The COVID-19 pandemic had a profound impact on the healthcare system. Since the pandemic, rates of substance use disorder and mental illness have increased among Californians ages 18-25 and 26 and over according to the Substance Abuse and Mental Health Services Administration (SAMHSA). The 2024-2025 Orange County Community Indicators Report indicated that mental health and substance use hospitalizations per 10,000 residents increased from 47.6 in 2021 to 48.4 in 2022. While the rates fell by 5.7 percent for county residents aged 65 and older, they increased for those age 18 to 64 by 2.9 percent and for children under age 18 by 2.8 percent.

### **What are the housing and supportive service needs of these populations and how are these needs determined?**

A variety of service providers working within the community help address the needs of special need populations. Often the services provided by these agencies allow households to save limited financial resources on items such as food, counseling and medical care, and use saved funds to help maintain or seek appropriate housing. With respect to housing, overcoming impediments to fair housing is critical for these populations (i.e. reasonable accommodations). For renter households with housing cost burdens, housing vouchers and certificates may provide needed assistance. This assistance may also help ensure households are housed in units that are safe, decent and appropriate in size (to minimize overcrowding). With respect to homeowners, rehabilitation assistance may assist special need populations improve and maintain their primary residence without incurring added debt. Both service and housing needs of these special need populations have been determined by input from a variety of sources including input at community meetings, service providers, and respective City program staff. Discussions with service providers and well as residents during the Consolidated Plan process indicated that the City is in need of housing and supportive services that cater to the senior population, youth, as well as the homeless. Some of the services rated as top needs in the Community Needs Survey and at Community Meetings include affordable rental housing, homeless services, housing for seniors, mental health services and transportation to services and community facilities.

### **Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

The Orange County Health Care Agency does not report data specific to Costa Mesa, but their 2023 report (the most recent year for which data is available), indicates that 7,043 Orange County residents age 13 and over live with HIV. AIDSVu<sup>9</sup>, an interactive online mapping tool that visualizes the impact of

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<sup>9</sup> <https://map.aidsvu.org/prev/county/rate/none/none/usa?geoContext=national>

the HIV epidemic on communities across the United States, provides data according to zip code. A search including zip codes 92626, 92627 and 92628 in Costa Mesa provided the following data:

- 306 people are living with diagnosed HIV in Costa Mesa
- 90 percent are male (275 persons);
- the majority of these individuals are racially White (46 percent) and ethnically Hispanics (42 percent)- 140 persons and 129 persons, respectively;
- the greatest percentage of people living with HIV are between the ages of 45 and 59 (34 percent, or 103 persons)

HUD has provided housing grant funds for persons living with HIV/AIDS. As the most populous city in Orange County, Anaheim receives and administers the federal Housing Opportunities for Persons with AIDS (HOPWA) grant for the entire county. As the recipient of HOPWA funds Anaheim is responsible for assessing regional housing and service needs for individuals and families living with HIV/AIDS. The County's Health Care Agency (OC-HCA) is also responsible for administering federal grants provided by the Department of Health and Human Services and for collecting data on HIV/AIDS patients. Based on information provided by the City of Anaheim, they provide housing services to an average of 381 HIV positive households a year.

**If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))**

N/A. There is no preference established.

**Discussion:**

HUD has provided significant amounts of housing needs data for the City to assess. The City has also evaluated other data sources in an effort to identify housing/service needs for special needs populations. As one of the most expensive housing markets in the nation, it is not unexpected that many special needs households are experiencing some form of housing issues. Based on HUD data, cost burden is a most prevalent housing problem among lower income special need populations (Table 9 and Table 10).



## **NA-50 Non-Housing Community Development Needs – 91.215 (f)**

### **Describe the jurisdiction's need for Public Facilities:**

Costa Mesa was founded in 1953, and its facilities are older and in need of upgrading. The City has invested substantial resources into improving its public facilities and parks; however, limited resources require prioritization of future improvements. Like most communities, the City of Costa Mesa has developed a Capital Improvement Program (CIP) aimed at upgrading public facilities throughout the City. The improvement plan calls for various capital projects to be planned for FY 2025-2026 through FY 2029-2030. Planned facility improvements (with all resources) include some, but not all, of the following:

#### **Park Facility Improvements**

- Park improvements - various parks; equipment replacement, playground upgrades, fencing, signage, and trail restoration, including Fairview Park
- Park expansion/development - various parks; master plan updates, management, and restoration plans

#### **Public Facilities**

- Community Center Improvements - Balearic Community Center, Downtown Recreation Center, Norma Hertzog Community Center, Senior Center, and Bridge Shelter
- Fire Station Improvements - Stations #2 through #6
- City Hall Improvements and Upgrades
- Police Department Repairs, Improvements, and Upgrades
- Library Improvements - Mesa Verde Library
- Communications Center Improvements
- Westside Substation Upgrades

Public outreach comments generally support the needs identified in the Five-Year Capital Improvement Program for FY 2025-26 through FY 2029-30. Community Needs survey respondents ranked Senior Centers highest and Youth Centers as the second highest need in the Community Facilities category.

### **How were these needs determined?**

Public facility improvement needs were identified by the City's Public Works staff and presented to the City Council in a budget workshop. Budget workshops are public meetings, and residents and other community stakeholders are provided the opportunity to provide input. Community workshops and surveys provided residents direct input to prioritizing needs. As discussed above, the needs identified by the Public Works Department in the Capital Improvement Program (CIP) match the needs determined through a combination of public input (primarily through the Community Needs Survey), comments received at the community meetings, and staff assessments.

## **Describe the jurisdiction's need for Public Improvements:**

As indicated above, Costa Mesa was founded in 1953, and a sizable portion of the City's infrastructure is older and in need of upgrading. The City has invested substantial resources to improve its public infrastructure; however, limited resources require the prioritization of future improvements. The City has developed a Capital Improvement Program (CIP) aimed at replacing and upgrading the public infrastructure and public facilities throughout the City. The improvement plan calls for various capital projects for FY 2025-26 through FY 2029-30. Planned improvements (with all resources) include some, but not all, of the following:

### **Neighborhood, Street, and Parkway Improvements**

- Curb, Gutter, Access Ramp, and Sidewalk Improvements throughout the City
- Parkway and Median Improvements - Parkway Improvement Program
- Citywide Alley Improvements
- Street Improvements - Citywide Street Improvements, New Sidewalk/Missing Link Program, Priority Sidewalk Repairs

### **Stormwater Improvements**

- Water Quality Improvements
- Storm drain improvements - Westside Storm Drain Improvement Project

### **Transportation Improvements**

- Various Active Transportation Improvements throughout the City
- Traffic Signal Modifications and Installations
- Traffic Signal Synchronization Program (TSSP) Upgrades and Streamlining
- Bicycle Facility Assessment and Design
- Intersection and Pedestrian Assessment, Analysis, and Implementation

As with Public Facility Needs, residents that participated in the Community Needs Survey and Community Meetings were asked to rank the level of need for Residential Infrastructure Improvements. Water/Sewer, Drainage, and Street Lighting were the top three ranked in the Survey while Sidewalk and Street improvements followed closely behind. Health and safety were priority concerns when residents shared about needed improvements for streets and sidewalks including cleanliness and traffic control (speeding).

### **How were these needs determined?**

Similar to public facility needs, public improvement needs in the Capital Improvements Program (CIP) were identified by the City's Public Works staff and presented to the City Council in a budget workshop. Residents ranked the need for residential infrastructure improvements in the Community Needs Survey and the voting exercise at the community meetings.

### **Describe the jurisdiction's need for Public Services:**

Given the City's diverse population and concentration of lower and moderate-income population, the City has different needs for services. Service needs in the City include, but are not limited to, the following:

- Senior Services
- Youth Activities
- Transportation Services
- Child Care Services
- Health Services
- Mental Health Services
- Services for the Disabled
- Homeless Shelters/Services
- Domestic Violence Services
- Substance Abuse Services

### **How were these needs determined?**

These needs were determined through a combination of public input (primarily through the Community Needs Survey), comments received at the Community Meetings, and staff assessments. The needs listed above are the services that ranked as the highest level of need under the Community Services and Services for Special Needs Populations categories in the survey and meetings.

## Housing Market Analysis

### MA-05 Overview

#### Housing Market Analysis Overview:

The housing market analysis will evaluate a variety of Costa Mesa's housing stock characteristics including tenure, cost, affordability, age, condition, and vacancy rates. As required, this analysis will also analyze the City's public/assisted housing, housing resources for homeless (and those at risk of becoming homeless), and special needs populations (e.g., disabled and persons with HIV/AIDS). This housing analysis will also examine barriers to affordable housing, including impediments to fair housing choice.

### MA-10 Number of Housing Units – 91.210(a)&(b)(2)

#### Introduction

HUD has provided a variety of data regarding the City's housing stock based on the 2016-2020 American Community Survey. This data is provided by HUD in various tables below.

#### All residential properties by number of units

Property Type	Number	%
1-unit detached structure	16,420	39%
1-unit, attached structure	3,970	9%
2-4 units	5,265	12%
5-19 units	7,645	18%
20 or more units	7,940	19%
Mobile Home, boat, RV, van, etc	1,145	3%
<b>Total</b>	<b>42,385</b>	<b>100%</b>

Table 18 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

#### Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	30	0%	1,665	7%
1 bedroom	200	1%	6,830	28%
2 bedrooms	3,010	18%	11,345	47%
3 or more bedrooms	13,235	80%	4,340	18%
<b>Total</b>	<b>16,475</b>	<b>99%</b>	<b>24,180</b>	<b>100%</b>

Table 19 – Unit Size by Tenure

Data Source: 2016-2020 ACS

**Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.**

As referenced in the City's Housing Element, table 3-37, there are 1,219 affordable housing units with covenants that are tracked by the City. The funding for these units includes HUD Section 8, LIHTC, HOME, and Costa Mesa Redevelopment, as well as density bonus units. The majority of units are at the very low or low target income level, with 156 also eligible for moderate income. A total of 267 are restricted to the very low income level. The City uses its HOME funds for owner-occupied housing rehabilitation, Tenant Based Rental Assistance (TBRA), and expanding affordable housing through acquisition/rehabilitation. Approximately 10 to 15 families receive HOME funded TBRA each year.

**Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.**

There are no units expected to be lost from the affordable housing inventory for any reason for the 5-year period of the Consolidated Plan (2025-2029).

**Does the availability of housing units meet the needs of the population?**

The City has significant need for affordable housing. Based on HUD data from Table 18, 48 percent of the City's housing units are 1-unit attached and detached single-family structures; 52 percent of housing units are multi-unit structures and mobile homes. The Housing Element indicates that 40.4 percent of households in the City are owners, and 59.6 percent are renters as of 2018 ACS 5-year estimates. This is a reduction in the percentage of owners and an increase in the number of renters from what was reported in the 2020-2024 Consolidated Plan. Table 11 indicates that there are "crowded" units in the City – 75.5 percent are single-family households and 16.5 percent are "multiple, unrelated family households." The Southern California Association of Governments (SCAG) undertakes a Regional Housing Needs Assessment (RHNA) to quantify the future need for housing within a six-county region. For the upcoming Housing Element update for the 2021-2029 planning period, the allocations for the City of Costa Mesa are approximately ten percent of the current population. The level of growth anticipated presents a significant challenge to the City, requiring potential changes to the City's land use policy and increased demands for services, infrastructure, and public facilities.

**Describe the need for specific types of housing:**

Housing data provided by HUD indicates that a larger percentage of the City's housing units are occupied by renters and less of a percentage are occupied by owners. HUD data in the Housing Needs Assessment also indicates that a significant number of Costa Mesa households are housing cost burdened, and that a substantial number of housing units are also crowded. Homeowners, especially elderly homeowners, are impacted by housing cost burden as well as renter households.



Based on HUD's data, Small Related households, regardless of tenure, are the largest segment of lower income households that are experiencing a housing cost burden. HUD data also indicates that approximately 82 percent of Costa Mesa rental units have up to two bedrooms compared to 18 percent of owner units. Conversely, 82 percent of the City's owner units are three-bedrooms or more while just 18 percent of rental units have three rooms. This data appears to indicate that there may be an imbalance in the City's current housing stock (in terms of tenure and size) when compared to the types of households currently occupying units.

## **Discussion**

HUD's data indicates that there is a significant number of households that are paying over 30 percent of their income for housing. The fact that there are more rental units in the City than ownership units, and that most rental units have less than two bedrooms (82 percent of rental units) while most ownership units are three-bedroom units creates a disparity. This imbalance in tenure and unit size can result in households paying too much for housing that is not adequate in size for their family.

DRAFT

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing. Housing problems directly relate to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high prevalence of housing cost burden and overcrowding occurs.

Today, as detailed in The State of the Nation's Housing 2024, a "lack of affordability defines both the for-sale and the for-rent housing markets. Home prices rebounded to a new all-time high in early 2024 despite persistently elevated interest rates... rents remain up 26 percent nationwide since early 2020 after rapid pandemic-era growth... While rents have been rising faster than incomes for decades, the pandemic-era rent surge produced an unprecedented affordability crisis. (page 1-2)"<sup>10</sup>

The median home value reported by HUD (Table 20) was \$807,000, 33 percent higher than the median value for the base year of 2009. It is important to note that median home value information in the ACS can be misleading as it asks homeowners to self-estimate the value of their homes. Also, the ACS information used as a data source is not current, so a recent report was obtained from Orange Coast Title. According to the report from Orange Coast Title, the current median sales price of a single-family home in Costa Mesa over the period of a year (March 2024-February 2025) was \$1,525,000. The 2024-2025 Orange County Community Indicators Report indicates that the county's median home price in June of 2024 was \$1,450,000. At the County level, the home value increase from 2023 to 2024 was 15.1 percent. Home prices have increased by 108.1 percent over the last 10 years.

Contract rents paid as reported in the HUD (Table 21) indicate that 40 percent of the renter-households in Costa Mesa paid between \$1,500 and \$1,999 monthly and 37 percent paid more than \$2,000 in rent between 2016 and 2020. Current rental rates in the City vary by bedroom size with market rents ranging from \$1,970 for a one-bedroom apartment to \$5,500 (at the low end) for a four-bedroom single-family home, according to rental listings on [www.homes.com](http://www.homes.com). As of March 2025, the average rent for an apartment in Costa Mesa was \$3,195 according to the website [www.zumper.com](http://www.zumper.com).

### Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	606,900	807,000	33%
Median Contract Rent	1,479	1,848	25%

Table 20 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

<sup>10</sup> The State of the Nation's Housing 2024 – Joint Center for Housing Studies of Harvard University

Rent Paid	Number	%
Less than \$500	945	3.9%
\$500-999	1,015	4.2%
\$1,000-1,499	3,700	15.3%
\$1,500-1,999	9,580	39.6%
\$2,000 or more	8,935	37.0%
<b>Total</b>	<b>24,175</b>	<b>100.0%</b>

**Table 21 - Rent Paid**

Data Source: 2016-2020 ACS

## Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	865	No Data
50% HAMFI	2,405	480
80% HAMFI	11,350	769
100% HAMFI	No Data	1,004
<b>Total</b>	<b>14,620</b>	<b>2,253</b>

**Table 22 – Housing Affordability**

Data Source: 2016-2020 CHAS

## Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	2,200	2,344	2,783	3,769	4,467
High HOME Rent	1,826	1,958	2,352	2,708	3,001
Low HOME Rent	1,381	1,479	1,776	2,051	2,288

**Table 23 – Monthly Rent**

Data Source: HUD FMR and HOME Rents 2024

## Is there sufficient housing for households at all income levels?

According to CHAS data by HUD, mismatches in terms of supply and affordability exist in the City. Approximately 6,195 households earning less than 30 percent of AMI reside in the City (Table 6), however, there are only 865 housing units affordable to those at this income level (Table 22). Similarly, the City has 5,385 households earning between 31 and 50 percent of AMI and only 2,885 housing units affordable to those at this income level. There are approximately 12,119 housing units in the City that are affordable to households earning between 51 and 80 percent AMI. This number is sufficient for the 7,685 households in Costa Mesa at this income level. However, a housing unit affordable to a particular income group does not mean the unit is actually occupied by a household in that income group.

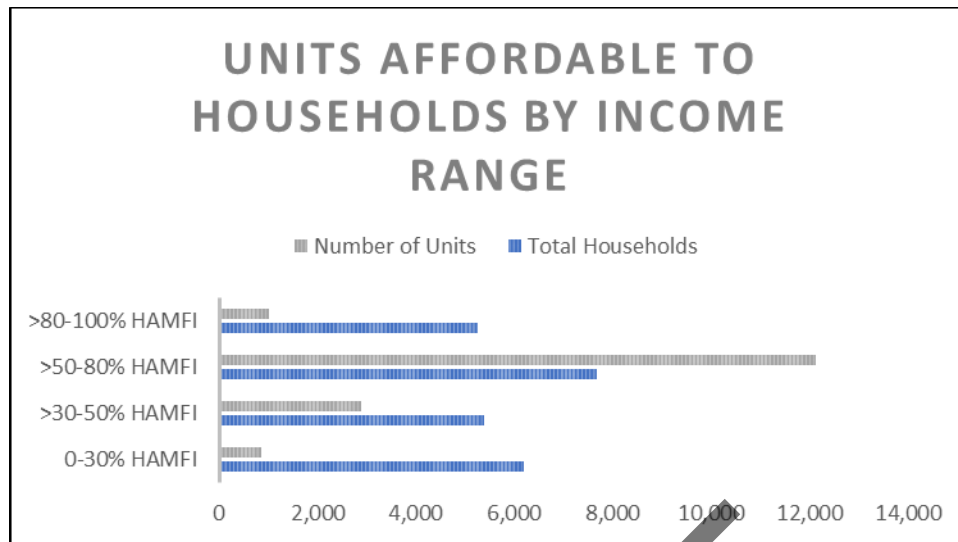


Figure 4 – Affordable Units

### How is affordability of housing likely to change considering changes to home values and/or rents?

As stated previously, according to the 2024-2025 Orange County Community Indicators Report, home prices in Orange County have increased 108.1 percent over the past 10 years. A first-time home buyer would need a minimum qualifying income of approximately \$349,200 to afford a median priced home (estimated at \$1,365,000) in 2024. Only 11 percent of county residents could afford a median priced home in quarter 1 of 2024. Rental affordability has also decreased. Orange County is the most expensive rental market in Southern California, where the hourly wage needed to afford a one-bedroom unit is \$45.08 - equivalent to an annual income of \$93,766.

The Orange County Indicators Report from 2023-2024 identified significant affordability issues before 2020 in Orange County, and the COVID-19 pandemic further accelerated this trend. With housing costs rising, affordable rents and home prices may not be possible for many income groups. Without significant changes in economic conditions, the price of housing will most likely continue to increase during the period of the 2025-2029 Consolidated Plan.

## **How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

Based on a snap-shot of rental listings on Zillow.com, market rents in the City vary by size. Market rents for the City are higher than Fair Market Rents. According to Zillow.com, average rents advertised in March 2025 were:

- \$2,503 for a one-bedroom unit (mostly apartments)
- \$3,103 for two-bedroom units (mostly apartments)
- \$5,630 for three-bedroom units (single-family homes)
- \$6,610 for four-bedroom units (single-family homes)

Based on data from Table 23, the Fair Market Rents for two to four-bedroom units are \$2,783, \$3,769, and \$4,467, respectively, ranging from about \$300 to \$2,100 lower than market rents in the Zillow listings. HOME rents in Table 23 range from approximately \$1,000 to \$4,300 lower than the current average listed rents. Market Rents for units with more than two bedrooms are substantially more than Fair Market Rents.

### **Discussion**

Evaluation of the City's housing market supports the findings in the Housing Needs Assessment, that is, that many lower income households in Costa Mesa are cost burdened, especially extremely low- income and very low-income households. Limited housing options exist at rent or purchase price points that are affordable to lower income households. The substantial increase in monthly rent prices for homes with more than two bedrooms may be a reason for overcrowding among low-income single family households.



## MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

Assessing housing conditions in Costa Mesa can provide the basis for developing policies and programs to maintain and preserve the quality of the housing stock. This analysis will evaluate the condition of the City's housing stock by mainly evaluating the age of the housing stock and if there is a prevalence of "housing problems."

### Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

#### Definitions

A property in "substandard condition" means any dwelling unit that contains a circumstance that endangers the life, limb, health, property, safety, or welfare of the public or the occupants. The conditions that make a property a "substandard dwelling" are defined in detail in the California Health and Safety Code. For purposes of the CDBG program, "substandard condition but suitable for rehabilitation" means that the cost of remedying all substandard conditions plus the current value of the property does not exceed the after-rehabilitation value of the property.

The four housing conditions that HUD attributes as substandard or problematic are (1) lack of complete kitchen facilities, (2) lack of complete plumbing facilities, (3) more than one person per room, and (4) cost burden greater than 30%. The American Community Survey (ACS) defines these attributes as a "selected condition". Based on this definition, more than one-half of all renter-occupied households (55 percent) in the City have at least one selected condition. A lower proportion of owner-occupied households in the City (37 percent) have at least one selected condition.

#### Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,000	30%	11,370	47%
With two selected Conditions	100	1%	1,850	8%
With three selected Conditions	0	0%	45	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	11,380	69%	10,915	45%
<b>Total</b>	<b>16,480</b>	<b>100%</b>	<b>24,180</b>	<b>100%</b>

Table 24 - Condition of Units

Data Source: 2016-2020 ACS

## Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,180	7%	2,430	10%
1980-1999	2,645	16%	5,240	22%
1950-1979	11,800	72%	15,600	65%
Before 1950	850	5%	910	4%
<b>Total</b>	<b>16,475</b>	<b>100%</b>	<b>24,180</b>	<b>101%</b>

**Table 25 – Year Unit Built**

Data Source: 2016-2020 CHAS

## Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	12,650	77%	16,510	68%
Housing Units build before 1980 with children present	1,434	9%	379	2%

**Table 26 – Risk of Lead-Based Paint**

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

## Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	1,619	0	1,619
Abandoned Vacant Units	150	150	300
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

**Table 27 - Vacant Units**

**Data Source Comments:** No information is available for REO/abandoned properties. According to the ACS, 1619 vacant units were reported in Costa Mesa. 300 units were identified as "abandoned vacant" units, typically include boarded up and abandoned units. The exact conditions of these units are unknown and therefore half of these units are generally assumed to be suitable for rehabilitation.

## Updated Information

No reliable data sources were found regarding REO properties.

## Need for Owner and Rental Rehabilitation

Nearly 30,000 housing units were constructed before 1980 in Costa Mesa and the age and condition of housing stock in a City is an important indicator of potential rehabilitation needs. The City currently had a HOME funded homeowner rehabilitation grants and loan program and has identified CDBG funds for the 2025-2026 program year for additional homeowner rehabilitation needs.

## **Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards**

Housing age is a key variable used to estimate the number of housing units with lead-based paint (LBP). Lead based-paint was banned in the United States in 1978. National studies estimate that 75 percent of all residential structures built prior to 1970 contain LBP. Table 26 indicates there are an estimated 29,160 housing units in Costa Mesa that were constructed before 1980. Approximately 77 percent of owner-occupied housing and 68 percent of renter-occupied housing in the City was built prior to 1980. Using the national average of potential LBP hazard, an estimated 21,870 housing units may contain LBP (Table 26). Approximately 47 percent of households in Costa Mesa earn low- and moderate-incomes (19,265 households, according to Table 6). Given there were an estimated 21,870 housing units that could contain LBP, it can be assumed that the ratio of low- and moderate-income families residing in the LBP units reflects a similar ratio, that is, an estimated 10,279 housing units with potential LBP may be occupied by low- and moderate-income households. While data indicates lead based-paint hazards are not a significant issue in Costa Mesa, all City-funded housing rehabilitation projects are tested for lead if a unit was constructed before 1978.

### **Discussion**

According to HUD data, the vast majority of housing units in the City were constructed more than 40 years ago. Unless properly maintained, homes begin to show age after 30 years and can require significant maintenance and even extensive rehabilitation. Additionally, residences constructed before 1978 may have lead-based paint hazards. The City has an established housing rehabilitation program to assist lower income homeowners improve and maintain their home, and when necessary, remove lead-based paint hazards.

## MA-25 Public and Assisted Housing – 91.210(b)

### Introduction

There is no public housing in the City of Costa Mesa - OCHA operates the rental assistance program within the City. According to OCHA, there are 540 households receiving vouchers.

### Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Total	Project -based	Tenant -based	Vouchers		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				9,925			879	1,669	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 28 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

**Describe the supply of public housing developments:**

**Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:**

Not Applicable.

## Public Housing Condition

Public Housing Development	Average Inspection Score
NA	NA

Table 29 - Public Housing Condition

### Describe the restoration and revitalization needs of public housing units in the jurisdiction:

No public housing developments are located in the City of Costa Mesa.

### Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

There is no public housing in the City of Costa Mesa.

### Discussion:

As indicated above, the City of Costa Mesa does not operate a public housing authority.

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## MA-30 Homeless Facilities and Services – 91.210(c)

### Introduction

As previously discussed, homeless facilities in the City include:

- 100-bed Bridge Shelter

### Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	0	0
Households with Only Adults	100	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 30 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons**

Mainstream services refers to federal and state-funded programs generally designed to help low-income individuals either achieve or retain their economic independence and self-sufficiency. Programs provide for housing, food, health care, transportation, and job training. Examples of mainstream services available include veterans housing vouchers, veteran medical services, MediCal/Medicare, SSI, and General Relief. The City utilizes various federal funding streams (i.e., CDBG, CDBG-CV, HOME, and HOME-ARP) to subsidize projects and programs aimed at assisting our residents, including the development of affordable and supportive housing, workforce development, homelessness prevention, and emergency shelter.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

The City of Costa Mesa is one of the few municipalities in the region to employ a team of Outreach Workers who serve people experiencing and at risk of homelessness. This team – alongside a vast network of City staff, community volunteers, and nonprofit service providers - make up the Network for Homeless Solutions (NHS), whose primary goal is to connect people in need to resources and facilitate their journey to self-sufficiency. In 2021, the City utilized CDBG funds to open the 100-bed Costa Mesa Bridge Shelter (CMBS), which provides adult males and females experiencing homelessness with shelter, meals, case management, workforce development, life skills training, benefit management, and on-site medical care. In 2024, the City was awarded a \$4.2 million grant from the Orange County Health Care Agency (OCHCA) to implement 15 behavioral health care beds at the CMBS through FY 26/27. Through these efforts, the NHS has facilitated the placement of over 430 individuals into permanent housing since 2019.

## MA-35 Special Needs Facilities and Services – 91.210(d)

### Introduction

HUD requires that the City provide an overview of supportive housing currently available in the community for populations with special needs.

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

**Elderly/seniors:** Low-income is usually a main factor affecting many seniors regarding their ability to access services. With limited incomes, seniors face the challenges of high costs for housing and health care. Many seniors also have mobility issues and therefore require supportive services such as transportation and delivered meals. Seniors also may be residing in older housing units that require rehabilitation and improvements, including ADA improvements.

There are several skilled nursing and residential care facilities located in Costa Mesa. According to the California Department of Social Services, there are four licensed adult residential facilities and one pending, 45 licensed assisted living locations and two pending locations in Costa Mesa as of March 2025. The bulk of these facilities are six-bed facilities operating mainly in residential neighborhoods.

There are four publicly assisted senior housing projects in the City with a total of 255 “affordable” senior units and one project recently approved to move forward to create an additional 70 units of affordable senior housing.

**Person with Disabilities:** Persons with disabilities often have limited incomes, but extensive needs for a variety of services. Persons with disabilities need supportive services, transportation services, and health care services to help them gain independent living and self-sufficiency.

According to the 2016-2020 ACS, about nine percent of the City’s population was affected by one or more disabilities. Among persons living with disabilities in the City, ambulatory difficulties and independent living difficulties were most prevalent, followed by cognitive difficulties. Persons with disabilities often have limited income, but extensive needs for a variety of services.

OCHA reports that in March 2025, it provided housing assistance to 95 householders with a disability in Costa Mesa. OCHA also reports that 161 applicants on their 2023 housing assistance waitlist and 3 applicants on their 2012 waitlist had a disability. Households with members with a disability have unique housing challenges, as units need to allow for greater accessibility and mobility.

**Persons with Alcohol/Drug Addiction:** Sober living homes provide a safe, supportive place to live while recovering from alcohol and drug addiction. A stable home and drug-free living environment is important for recovery. The California Department of Health Care Services reports that as of February 2020, there are 77 licensed sober living residential facilities and/or certified alcohol and drug programs in the City – 19 percent of all facilities in the County. Of those 77, 54 are residential facilities with a total of 403 beds, or 17 percent of all sober living beds in the County.

**Persons with HIV/AIDS:** Stable, affordable housing offers the best opportunity for a person living with HIV/AIDS to access drug therapies and treatments as well as other supportive services that will enhance the quality of life for themselves and their families. It has been estimated that as many as half of all people living with HIV/AIDS will need housing assistance at some point in their illness. As stated previously, at the present time there are no shelters or permanent housing units specifically for persons with HIV/AIDS in Costa Mesa.

Based on information provided by the City of Anaheim, which manages HUD's Housing Opportunities for Persons with AIDS (HOPWA) funds, they provide housing services to an average of 381 HIV positive households a year. Information for Costa Mesa was not provided.

**Public Housing Residents:** There is no public housing in Costa Mesa; however, OCHA reports that in March 2025, 540 households in Costa Mesa are receiving a rental housing voucher or certificate.

**Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

The City of Costa Mesa (City) has developed a comprehensive system of care for individuals experiencing homelessness, including those facing physical and behavioral health challenges. The City employs a team of Outreach Workers who engage unhoused individuals and connect them to physical and behavioral health services. Outreach Workers act as liaisons between clients and medical staff to advocate for clients' needs. Outreach Workers collaborate with medical staff to develop a "discharge plan", ensuring clients have access to housing or shelter. The City is home to two (2) Homekey projects totaling 116 units of permanent supportive housing for chronically homeless individuals with a verified disability, as well as the 100-bed Costa Mesa Bridge Shelter.

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

As resources permit, the City will support programs that will help link special need populations to appropriate support services and housing. CDBG funding is typically allocated for senior programs that provide counseling, referrals and food. Such services aim to help seniors remain housed in place. During FY 2025-2026 the City is adding CDBG funding to the Single-Family Housing Rehabilitation program to provide grants to low-income homeowners in the City that are not eligible for the rehabilitation program due to HOME requirements. The following senior programs will be provided:

- City of Costa Mesa- Senior Social Services
- Trellis International – Labors of Love
- CDBG Single Family Housing Rehabilitation Grants

Also, CDBG funding will be allocated nonprofit organizations that partner with local schools to provide youth services including Assistance League Newport-Mesa and Project Hope Alliance.

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

With limited HOME funds, the City has focused these limited resources for owner-occupied housing rehabilitation through the Single Family Rehabilitation Grants and Loans program and rental assistance for families with minor children through tenant based rental assistance program (TBRA). The City's Single Family Housing Rehabilitation Grant and Loan program provides grants and loans to very low-income, single-family homeowners for interior and exterior property improvements needed due to code and building violations, lead-based paint hazards, and other hazardous conditions. The Program is particularly popular among senior households and mobile home owners. The program is limited to households earning less than 80 percent of AMI; however, most program participants are extremely low-income. By providing housing rehabilitation grants, the City is able to help residents with housing cost burden to improve their homes without increasing their housing costs. HOME CHDO funds are also available; however, due to the limited amount of these funds, it has been difficult to attract CHDO interest to use this funding. The City does plan to issue an RFP or RFQ for affordable housing projects during FY 2025-2026 with HOME funds from prior years that are currently uncommitted to other projects.

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## **MA-40 Barriers to Affordable Housing – 91.210(e)**

### **Negative Effects of Public Policies on Affordable Housing and Residential Investment**

#### **Barriers to Affordable Housing**

According to the City's Housing Element, actions or policies of governmental agencies can impact the ability of the private sector to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa.

#### **General Plan and Zoning**

The Costa Mesa General Plan and Zoning Ordinance establish the location and amount of land that will be allocated to residential development, and the intensity of development (in terms of unit densities and total number of units) that will be permitted. Densities and other development standards can drive the cost of developing housing and thus the ultimate cost.

The City Council, at their February 18, 2025 meeting, approved a contract with consultant Dudek to conduct a Citywide Rezoning effort to update General Plan and Zoning densities and permitted uses to accommodate the Regional Housing Needs Assessment (RHNA) and Housing Element goals established in the City's Housing Element. This process will enable housing opportunities across the City that will help meet the City's RHNA obligation and other Housing goals, including Housing Element certification from the California Department of Housing and Community Development (HCD).

#### **Local Entitlement Processing and Fees**

Two aspects of local government that have been criticized as placing undue burdens on the ability to build affordable housing are the fees or other exactions required of developers to obtain project approval, and the time delays caused by the review and approval process. Critics contend that lengthy review periods increase financial and carrying costs, and that fees and exactions increase expenses. These costs are in part passed onto the prospective homebuyer in the form of higher purchase prices or higher rents in the case of tenants.

**Processing Procedures:** The time required to process a project varies tremendously from one project to another and is directly related to the size and complexity of the proposal and the number of actions or approvals needed to complete the process.

**Planning and Development Fees:** The developer is required to pay certain fees for only the net increase of residential units on site. Fees, land dedications, or improvements are also required in most instances to provide an adequate supply of public park land and to provide necessary public improvements (streets, sewers, and storm drains) to support the new development. Fees are based on the significance of the necessary public works improvements thus vary from project to project. While such costs are charged to the developer, most, if not all, additional costs are passed to the

ultimate product consumer in the form of higher prices or rents. Various governmental agencies also charge fees depending on the service and the location of the project.

The City's Housing Element includes specific programs that are designed to address some of the undue burdens housing projects face in the entitlement process as well as Planning and Development fees. As part of the City's Rezoning program, the City will also look at a range of staff initiated zoning code updates that can streamline and help improve the permitting system for housing projects. These include the following programs:

- Incentives or requirements for Large-Family households (2E)
- Amend zoning code to permit farmworker housing by-right in single-family zones and in agriculture zones (2H)
- State Density Bonus Ordinance (2I)
- Parking Standards for Residential Developments (2M)
- Review parking for emergency shelters per AB 139 (4G)
- Establish definitions for co-living and efficiency housing options within code (3F)
- Explore potential future housing opportunities on Church sites (3K)
- Code updates to promote lot consolidation (3Q)
- Development of Large Sites (3R)
- Review and revise Findings for CUPs, Design Review, Master Plans to encourage housing (3S)
- Permit low barrier navigation center development by right in appropriate zoning districts (4E)
- Planning Application Fees (2K)

The intent of these programs, overall, is to provide additional opportunities for housing as by-right uses, and to review existing processes for review to remove undue burdens.

### **On-/Off-Site Improvement Standards**

Costs associated with site improvements are an important component of new residential development costs. Site improvement costs are applied to provide sanitary sewer and water service to a project, to make necessary transportation improvements, and to provide other infrastructure to the project. The City may require the payment for various offsite improvements as part of project mitigation measures (e.g., payment towards an offsite traffic signal). The City's on- and off-site improvement requirements are typical for urban development in a highly developed community. While these improvements add to the cost of housing, they do not constrain housing development as these improvements are similarly required in all surrounding communities.

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

According to the City's Housing Element, the following actions will be implemented to remove or ameliorate barriers to affordable housing:

- The City will encourage the joint processing of related applications for a single project. Such procedures save time, money and effort for both the public and private sector.

- The City provides fee credits for existing development against new development. Fee credits are available for park fees, sanitation district fees, and traffic impact fees. Park fees and traffic impact fees can also be deferred until the issuance of Certificates of Occupancy.
- The City will provide incentives (such as density bonus and deferred impact fees) to developers that agree to reserve a portion of project units for lower-income households (including extremely low-income), moderate-income households (common interest developments only), or for seniors and the disabled.
- The City will maintain an inventory of vacant and underutilized sites and provide this inventory to interested developers.
- The City will continue to promote mixed-use development specific plan areas. The City will respond to market conditions and offer appropriate incentives through the Mixed-Use Overlay zone. Incentives include reduced parking standards, reduced open space, increased densities, increased height limit, increased lot coverage, and reduced setbacks.

Additionally, if available, the City will consider providing subsidies for affordable housing projects (i.e., HOME funds).

In November 2016, City voters approved Measure Y, which requires a vote of the electorate for any “Major Change in Allowable Land Use” as defined by the initiative. There is a provision to exempt affordable housing projects from the requirements of the measure; however, the affordable housing project must be required by state or federal law.

In November 2022, City voters approved Measure K, which enables housing development along commercial corridors within the City. Measure K sites are included in the focus areas of the Rezone Program and will enable the City to plan for its RHNA obligations.

## MA-45 Non-Housing Community Development Assets – 91.215 (f)

### Introduction

Developing economic opportunities, especially for low- and moderate-income persons is a HUD priority. The City does not fund economic development activities with CDBG funds, but it does use public service grant funds to support programs that help individuals improve their job skills. The City also invests General Fund resources toward economic development activities.

The following tables and narrative describe the local economic condition of Costa Mesa and compare the ability of the local work force to satisfy the needs of local businesses.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	356	10	1	0	-1
Arts, Entertainment, Accommodations	7,082	11,396	15	13	-2
Construction	2,814	4,912	6	6	0
Education and Health Care Services	6,996	9,618	15	11	-4
Finance, Insurance, and Real Estate	4,090	5,723	9	7	-2
Information	1,310	1,270	3	1	-1
Manufacturing	3,695	5,310	8	6	-2
Other Services	1,769	2,757	4	3	-1
Professional, Scientific, Management Services	6,121	14,486	13	17	4
Public Administration	0	0	0	0	0
Retail Trade	5,073	14,900	11	17	7
Transportation and Warehousing	1,159	685	2	1	-2
Wholesale Trade	2,604	5,510	6	6	1
Total	43,069	76,577	--	--	--

**Table 31 - Business Activity**

**Data** 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)  
**Source:**

## Labor Force

Total Population in the Civilian Labor Force	67,405
Civilian Employed Population 16 years and over	64,190
Unemployment Rate	4.76
Unemployment Rate for Ages 16-24	14.04
Unemployment Rate for Ages 25-65	3.31

**Table 32 - Labor Force**

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	20,650
Farming, fisheries and forestry occupations	2,115
Service	6,910
Sales and office	14,405
Construction, extraction, maintenance and repair	4,115
Production, transportation and material moving	2,360

**Table 33 – Occupations by Sector**

Data Source: 2016-2020 ACS

## Travel Time

Travel Time	Number	Percentage
< 30 Minutes	39,766	71%
30-59 Minutes	12,928	23%
60 or More Minutes	3,057	5%
<b>Total</b>	<b>55,751</b>	<b>100%</b>

**Table 34 - Travel Time**

Data Source: 2016-2020 ACS



## Education:

### Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	6,890	110	2,605
High school graduate (includes equivalency)	8,765	410	2,135
Some college or Associate's degree	13,880	1,010	2,995
Bachelor's degree or higher	24,325	685	3,140

**Table 35 - Educational Attainment by Employment Status**

Data Source: 2016-2020 ACS

### Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	170	660	1,565	2,930	1,120
9th to 12th grade, no diploma	600	1,480	1,245	1,730	675
High school graduate, GED, or alternative	3,000	3,070	3,415	4,840	2,385
Some college, no degree	4,895	4,770	2,545	6,350	3,125
Associate's degree	430	1,140	970	2,115	1,305
Bachelor's degree	935	8,930	4,810	6,500	2,930
Graduate or professional degree	90	2,465	2,385	3,100	1,925

**Table 36 - Educational Attainment by Age**

Data Source: 2016-2020 ACS

### Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	25,615
High school graduate (includes equivalency)	34,918
Some college or Associate's degree	45,074
Bachelor's degree	66,500
Graduate or professional degree	89,881

**Table 37 – Median Earnings in the Past 12 Months**

Data Source: 2016-2020 ACS

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

Within the City of Costa Mesa, the major employment sectors are:

- Professional, Scientific, Management Services – 19 percent
- Retail Trade – 17 percent
- Arts, Entertainment, Accommodations – 15 percent
- Education and Health Care Services – 13 percent

These four sectors represent 64 percent of the employment opportunities available in the City.

**Describe the workforce and infrastructure needs of the business community:**

Needs of the business community include skilled and trained workers, as well as job opportunities. The gap between the skills of the local labor force and the expertise needed by the business environment is indicative of the number of workers (43,069) and the number of jobs (76,577) in the labor force, which represents a 44 percent gap, not accounting for mismatches. When accounting for mismatches, there are more Retail Trade and Professional, Scientific, Management Services jobs in Costa Mesa than residents employed in those fields, indicating a need for both skilled and unskilled workers to fill these jobs in Costa Mesa's workforce. Additionally, there is a mismatch for the number of workers and number of jobs in Construction, which will be a growing need as the City adds housing units to comply with the State's Regional Housing Need Allocation (RHNA) requirements. The 2024 Community Economic Profile lists the following Major Development Projects and Areas: Anduril Headquarters (23.4 acres), LUX Apartments (4 acres), Harbor Gateway (78 acres), Segerstrom Home Ranch (43 acres), South Coast Plaza Town Center (54 acres), The Met / Experian Solutions (45 acres), Sakioka Farms Lot 2 (33 acres), Halcyon House Apartments (393 units), Avenue of the Arts Hotel (3 acres), West Gateway (177 ownership units), and the Orange County Museum of Art. The City's Capital Improvement Plan identifies various active transportation improvements throughout the City over the next five years that are needed to support business and overall commerce. These streets provide major north/south and east/west access into and through the City. Additional public infrastructure improvements identified that will assist local businesses include storm/flood water system improvements. Depending on the location and primary beneficiaries of storm/flood water improvements, CDBG funding may be available.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

The 2024-2025 Orange County Indicators Report asserts that the next 25 years could be an era of demographic change, entrepreneurship, economic growth and resilience even with global and local

challenges for the County as a whole. The 65+ age group is the only age group expected to increase and the age groups from 0-24 are expected to decline over the next several years. This could have a serious impact on the health of the County's labor market and overall economy if efforts are not prioritized to attract young professionals and families. Alongside changing demographics of an aging population, new technologies such as AI and machine learning will replace jobs and fuel the creation of new jobs. Additionally, Costa Mesa is expected to add 11,760 housing units (a 25% increase) over the next 25 years. The City currently has a high number of commuters (Table 34) and travel increases traffic congestion which could increase travel time, thereby affecting quality of life. Thus, continuing to prepare the population for the jobs in the City is essential.

The City is developing its Economic Development Strategic Plan which plans to implement proactive and creative approaches to support local businesses in the City and identify and create additional revenue sources to increase funding for the wide variety of community services provided by the City.

### **How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

The Orange County Indicators report asserts that one of Orange County's primary competitive advantages is a pool of highly educated, qualified residents. Approximately 41.2 percent of the County's labor force has a bachelor's degree or higher. A comparison of HUD data found in Table 36 and 37 indicates that Costa Mesa's workforce is relatively comparable to County statistics, with 38 percent of the workforce having a bachelor's degree or higher and 11 percent with a master's degree or higher.

As the majority of the employment opportunities are in the Professional, Scientific, Management Services sector, the education levels of those in the labor force appear to meet the qualifications for those jobs available. However, while a third of the population is highly skilled and suitable for the "major employment sector" jobs, there is a large gap in the number of workers and the number of jobs available in the City. According to Table 31, there are 14,486 jobs in the Professional, Scientific, and Management Services but only 6,121 Costa Mesa workers.

### **Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

The City will continue to forge its relationship with the Chamber of Commerce, utilizing this agency as an additional source of information and support for existing and new businesses. The City will also identify additional partners such as the local school district, community colleges and universities, to discuss topics such as workforce preparedness. Finally, there is a lack of workforce housing throughout Orange County. Skilled young adults will permanently move out of the area if lower priced housing is not available. The City's General Plan and Housing Element have identified plan areas where development incentives are available to developers willing to build workforce housing.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

No

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

As indicated above, the City is in the process of refining its Economic Development Strategic Plan.

**Discussion**

The City has prioritized the completion of its Economic Development Strategic Plan which will strive to attract and retain key businesses. The City will also take steps to strengthen existing relationships with business and educational institutions in order to identify skill gaps and devise a plan to close the gap. Other initiatives such as workforce housing are already in place.

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## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

Housing problems impact low- and moderate-income households disproportionately, compared to non-low and moderate-income households. Therefore, areas with concentrations of low- and moderate-income households are likely to have high rates of housing problems. A concentration is defined as a block group where at least 51 percent of the population is low- and moderate-income. Appendix B presents the geographic concentration of low- and moderate-income population by block group throughout the City. Low- and moderate-income areas are mostly concentrated on the northeast and western portion of the City. Approximately 56 percent of the land area in Costa Mesa is a low- or moderate-income.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

A minority concentration area is defined as a block group or census tract whose proportion of a non-White population is 10 percent greater than the overall Orange County average of 58.7 percent. Minority concentration areas within the City identified in the 2020-2024 Consolidated Plan were located primarily in the southcentral and northeastern portions of the City and the majority of these areas were census tracts in low- and moderate-income areas. HUD no longer requires the sections of the Consolidated Plan that indicate where housing problems are experienced disproportionately by one or more racial or ethnic groups, effective April 2, 2025 under the New Interim Rule: [Affirmatively Furthering Fair Housing Revisions](#).

### **What are the characteristics of the market in these areas/neighborhoods?**

The block groups with housing problem concentration include a mix of residential (both single and multi-family housing units), commercial and industrial areas. The Westside neighborhoods are typically more densely populated, and have a higher concentration of low- and moderate-income residents. The housing stock in this part of the City is generally older.

### **Are there any community assets in these areas/neighborhoods?**

As indicated above, this area is a mix of land uses. There are several assets in this area including parks, community centers, and schools.

### **Are there other strategic opportunities in any of these areas?**

This area is within the City's CDBG-eligible areas thus may benefit from planned infrastructure, facilities, and housing improvements for the FY 2025-2026 Consolidated Plan cycle.



## **MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

### **Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

According to 2016-2020 ACS estimates, approximately 92 percent (37,501) of Costa Mesa households have broadband internet subscriptions while 7.5 percent (3,059) of households have no internet subscriptions. Income appears to be a factor in the absence of internet subscriptions. Of the households without internet subscriptions, 76 percent earned less than \$75,000. While income may affect the ability of households to subscribe to an internet service, HUD requires that the City consider the need for broadband infrastructure (wiring and connections) in the Consolidated Planning process.

The California Public Utilities Commission (CPUC) has an interactive mapping tool (the California Broadband Mapping Tool) that depicts the served and underserved areas of broadband deployment (**Appendix E**). The term “served” depends on the internet speed standards and has varying thresholds at the state and federal level. The City of Costa Mesa generally meets or exceeds the State’s broadband service requirements.

### **Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

There is no need to increase competition in Costa Mesa. According Broadbandnow.com, nine internet providers offer broadband internet service in Costa Mesa: AT&T fiber (IPBB, Fiber, 5G), Hughesnet (Satellite), Spectrum (Cable), Earthlink (5G), Starlink (Satellite), T-Mobile (5G), Verizon (5G) Viasat (Satellite), XNet WiFi (Fixed Wireless). AT&T and Spectrum provide speeds up to 5 Gbps and 1 Gbps respectively, and both provide coverage for 93% of the City.

## **MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

### **Describe the jurisdiction's increased natural hazard risks associated with climate change.**

Hazard mitigation is work done to minimize the impact of natural hazards before they occur in an effort to reduce losses from future disasters. The City's 2023 Local Hazard Mitigation Plan (LHMP) includes a detailed analysis of the City's historical, physical, social, and economic characteristics. It is a tool that will assist the City in reducing human and economic losses caused by natural hazard events. A hazard assessment of types of hazards that might reasonably occur in Costa Mesa is included in Chapter 3 of the City's LMHP.

Climate change is a concern identified by the Hazard Mitigation Planning Committee (HMPC), a committee that was assembled by the City that includes representatives from City departments and is supported by key stakeholders and technical consultants. Increased natural hazard risks associated with climate change include an overall warming of the Southern California climate, which may cause insects, pests, and other vectors that carry disease to remain active for an extended part of the year. This possibility increases the threat of exposure to any infectious diseases that pests carry. Tree mortality is expected to increase under climate change conditions because of more severe and frequent episodes of drought. In addition to the increased frequency of drought events, intensified weather patterns may bring more rain to California and Costa Mesa. The average temperature is expected to increase and cause more frequent and prolonged heat waves in the region, which may affect water supplies in the City. Hotter temperatures may also lead to increased surface water evaporation, which could lead to great water consumption. If a drought occurs coupled with heatwave events, additional strain could be placed on City infrastructure, including water supply.

Projections of changing climatic conditions through the end of the century suggest future power/energy shortage concerns. Electricity production occurs outside of the city, reducing opportunities for Costa Mesa to be energy independent. The frequency and intensity of precipitation events throughout California, including Costa Mesa is expected to occur which may cause more flooding, leading to erosion, tree mortality, and increased response and recovery activities. Expansive soils may be affected by climate change due to more intense storms and frequent drought conditions, increasing the intensity of the expansive soils, physical expansion, and contraction, potentially increasing damage throughout the vulnerable parts of the City. Climate-related natural hazard events, such as increased precipitation and subsequent flooding, could cause an increase in hazardous materials release. Additionally, climate change could increase the risk of dam failure in the future including the dams that control floodwaters from inundating Costa Mesa and the rest of Orange County.

**Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

The City's LHMP identifies age, physical and/or mental condition, socioeconomic status, and access to key services as factors that affect the ability of people to prepare for and protect themselves and their property from a hazard event. Higher income households, for instance, are likely more able to afford the cost of retrofitting their homes to resist flooding or move to a location that is less prone to flooding than a lower-income household. As a result, the higher-income household is less likely to experience significant damage during a flood event than the lower-income household, even if the same amount of rain falls on both.

As detailed in the section of the City's LHMP on "Vulnerable Populations", lower-income households are less likely to have the financial resources to implement mitigation activities on their residences. They may also struggle with having the necessary time to find and access educational resources discussing hazard mitigation strategies. Furthermore, lower-income households are less likely to be able to afford to move to areas that are safer or less of a risk of being impacted by a hazard.

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## Strategic Plan

### SP-05 Overview

#### Strategic Plan Overview

This Strategic Plan outlines the City of Costa Mesa's course of actions to meet priority housing and community development needs, goals and objectives, consistent with the following HUD goals:

- Ensuring Decent Housing;
- Creating a Suitable Living Environment; and
- Expanding Economic Opportunities.

HUD requires that the Strategic Plan:

- Describe the basis for assigning priority ranking for needs categories.
- Identify accomplishments the City plans to achieve in quantitative and qualitative measures over a five-year period

The goals are:

<b>Goal 1:</b>	<b>Housing Preservation</b>	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
<b>Goal 2:</b>	<b>Infrastructure and Facility Improvements</b>	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
<b>Goal 3:</b>	<b>Homeless Continuum of Care</b>	To provide supportive services and housing assistance for the homeless and near homeless
<b>Goal 4:</b>	<b>Public Social Service</b>	To provide services for low- and moderate-income persons, and those with special needs
<b>Goal 5:</b>	<b>Program Administration</b>	To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements including the provision of fair housing services

## SP-10 Geographic Priorities – 91.215 (a)(1)

### Geographic Area

Table 38 - Geographic Priority Areas

1	<b>Area Name:</b>	CDBG Eligible Areas
	<b>Area Type:</b>	Other
	<b>Other Target Area Description:</b>	CDBG Eligible Areas
	<b>Identify the neighborhood boundaries for this target area.</b>	Block groups to have at least 51 percent low- and moderate-income population.
	<b>Include specific housing and commercial characteristics of this target area.</b>	Primarily low- and moderate-income.
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	Consultation and the Citizen Participation Process helped gain input in developing the Action Plan and priority needs.
	<b>Identify the needs in this target area.</b>	Housing, Public Facilities and Infrastructure, Homeless Services, and Non-Homeless Special Needs Services
	<b>What are the opportunities for improvement in this target area?</b>	Improved housing, infrastructure, facilities and services.
	<b>Are there barriers to improvement in this target area?</b>	Limited or decreased funding presents a barrier for addressing needs citywide.
2	<b>Area Name:</b>	Citywide
	<b>Area Type:</b>	Other
	<b>Other Target Area Description:</b>	Citywide
	<b>Identify the neighborhood boundaries for this target area.</b>	N/A. Priorities will be citywide based on CDBG-eligible area or low to moderate-income clientele
	<b>Include specific housing and commercial characteristics of this target area.</b>	There are no specific characteristic to highlight.
	<b>How did your consultation and citizen participation process help you to identify this neighborhood as a target area?</b>	Consultation and the Citizen Participation Process helped gain input in developing the Action Plan and priority needs.
	<b>Identify the needs in this target area.</b>	Housing, Public Facilities and Infrastructure, Homeless Services, and Non-Homeless Special Needs Services



<b>What are the opportunities for improvement in this target area?</b>	Improved housing, infrastructure, facilities and services.
<b>Are there barriers to improvement in this target area?</b>	Limited or decreased funding presents a barrier for addressing needs citywide.

### General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

To determine which activities will receive CDBG funding during the Consolidated Plan cycle of 2025-2029, the City utilized a simple priority ranking system to determine which activities will receive CDBG funding to address a priority need. High Priority Activities that address a high priority need will be funded by the City during the five-year period provided adequate resources are available. The City may or may not fund low priority need activities (any activities not identified as high priority) during the five-year period. The City does not have special designated areas for investment of CDBG and HOME funds. HOME funds will be allocated on a citywide basis to assist eligible households directly or as part of a HOME-qualified housing activity. CDBG funds will also be allocated on a citywide basis for activities that are limited-clientele in nature. Other activities such as public facilities, infrastructure, and code enforcement, will be limited to eligible area (see Appendix B for map). The City does not receive HOPWA funds.

## SP-25 Priority Needs - 91.215(a)(2)

### Priority Needs

Table 39 – Priority Needs Summary

1	<b>Priority Need Name</b>	Housing Preservation
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate
	<b>Geographic Areas Affected</b>	Citywide
	<b>Associated Goals</b>	Housing Preservation
	<b>Description</b>	Loans, grants, and other forms of subsidies to improve or expand the City's supply of housing affordable to lower-income households. Activities may include single-family owner-occupied rehabilitation, code enforcement, and housing acquisition and rehabilitation or other forms of housing activities to expand the number of affordable housing units for lower income households.
	<b>Basis for Relative Priority</b>	Housing needs assessment and housing market analysis indicate a need for housing rehabilitation assistance as a means to help lower income households maintain/improve their home without or minimal additional cost burden. Housing and Community Needs Survey results identify owner-occupied housing rehabilitation among the highest-ranking housing needs.
2	<b>Priority Need Name</b>	Public Facilities and Infrastructure
	<b>Priority Level</b>	High
	<b>Population</b>	Moderate
	<b>Geographic Areas Affected</b>	Citywide CDBG Eligible Areas
	<b>Associated Goals</b>	Infrastructure and Facility Improvements

	<b>Description</b>	<p>Improvements to public facilities that address a community priority. Improvements may include but are not limited to repairs, replacement and/or upgrades (including ADA compliance) to neighborhood parks, centers and other facilities.</p> <p>Improvements to public infrastructure that address a community priority. Improvements may include but are not limited to repairs, replacement and/or upgrades (including ADA compliance) to streets, alleys, sidewalks, flood/storm water drains, and other improvements.</p>
	<b>Basis for Relative Priority</b>	City's CIP, Needs Assessment, results of Housing and Community Needs survey, and comments received at Community Workshops.
3	<b>Priority Need Name</b>	Homeless Services and Housing
	<b>Priority Level</b>	High
	<b>Population</b>	Families with Children Chronic Homelessness Individuals
	<b>Geographic Areas Affected</b>	Citywide
	<b>Associated Goals</b>	Homeless Continuum of Care
	<b>Description</b>	Support services and housing assistance for the near-homeless and homeless individuals and households. Services include homelessness prevention assistance, outreach, case management, life skills, etc. Housing includes emergency shelter, transitional housing, rapid re-housing and tenant based rental assistance (TBRA).
	<b>Basis for Relative Priority</b>	Needs assessment, results of Housing and Community Needs Survey, and comments received at the Community Workshops.
4	<b>Priority Need Name</b>	Public Services
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Other

	<b>Geographic Areas Affected</b>	Citywide
	<b>Associated Goals</b>	Public Social Services
	<b>Description</b>	Services will help persons with special needs (elderly, disabled, youth, non-English speakers and families in need) to promote independent living situation, expand access to opportunities, or ensure they are provided services that improve quality of life. Fair housing services are also provided if not funded through administration.
	<b>Basis for Relative Priority</b>	Needs assessment, results of Housing and Community Needs Survey, and comments received at Community Workshops.
5	<b>Priority Need Name</b>	Program Administration
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate
	<b>Geographic Areas Affected</b>	Citywide
	<b>Associated Goals</b>	Program Administration
	<b>Description</b>	Ensure efficient/effective use of CDBG and HOME funds to address Consolidated Plan priorities, provide oversight and coordination to make certain funds are spent properly and in a timely manner. Fair housing services if not funded through public services.
	<b>Basis for Relative Priority</b>	HUD required.

## Narrative (Optional)

**Impediments to Fair Housing:** HUD-funded grant recipients are required under various laws not to discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability, or other personal or familial characteristics. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate metropolitan wide area fair housing planning. The Analysis of Impediments (AI) to Fair Housing Choice is the primary document utilized for this purpose.

The City participated in a regional effort to prepare an Orange County Assessment of Fair Housing for FY 2025-2029. The executive summary of the 2025-2029 Orange County Regional Assessment of Fair Housing is provided as **Appendix F**. The City will continue to review and renew its contract with the fair housing service provider to assist in addressing the impediments identified.



## SP-30 Influence of Market Conditions – 91.215 (b)

### Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Housing Needs Assessment indicates Costa Mesa renter-households are cost burdened. Tenant Based Rental Assistance programs help bridge the gap between market rents and what lower income households can afford. It also provides security deposits for persons exiting homelessness. HOME funds have been used since FY 2020-2021 for a TBRA program.
TBRA for Non-Homeless Special Needs	Housing Needs Assessment indicates Costa Mesa non-homeless households may benefit from some form of housing assistance. Special needs populations generally face unique housing needs, such as physical limitations, low household incomes, homelessness, and rising costs of healthcare and/or childcare. Housing affordability may be a key issue for those living on fixed incomes. Tenant Based Rental Assistance programs help bridge the gap between market rents and what lower income households can afford. Extremely low- and very low-income households may be at risk of becoming homeless due to loss of income or employment. HOME funds have been used since FY 2020-2021 for a TBRA program.
New Unit Production	Housing Needs Assessment indicates additional housing resources are warranted; however, CDBG may not be used for this type of activity. HOME funds may be used for new housing development.
Rehabilitation	Housing Market analysis data indicates many lower income homeowners are paying a significant amount of their income for housing (housing cost burden and severe housing cost burden). Housing rehabilitation assistance allows these homeowners to address deferred maintenance improvements on their primary residence without increasing the amount of income dedicated to housing.
Acquisition, including preservation	Housing Needs Assessment indicates additional housing resources are warranted; however, CDBG funds are utilized for other priority needs and may not be available for this type of activity. HOME funds may be used for acquisition of housing.

**Table 40 – Influence of Market Conditions**

## **SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)**

### **Introduction**

HUD has announced that the City of Costa Mesa will receive \$907,261 in CDBG and \$378,720 in HOME funds; a seven percent reduction in funding from last year's CDBG allocation and a four percent reduction from last year's HOME allocation. In addition, \$172,000 in prior year uncommitted CDBG funds, \$1,685,283 in prior year uncommitted HOME funds, and \$50,000 in prior year HOME program income are available for programming. The City's application for funds is in the form of the SF 424.

Ongoing reductions and fluctuations in CDBG and HOME funding make it difficult to estimate the amount that will be available over the five-year time period of the Consolidated Plan. The only additional funds anticipated that may be available to implement the Consolidated Plan are HOME-ARP and general fund for homeless services, and housing voucher/certificate resources via OCHA.

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## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	907,261	0	172,000	1,079,261	3,600,000	Remainder estimate is based on an annual allocation of \$900,000. Estimate for the planning period is \$4,679,261.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	378,720	50,000	\$1,685,283	2,114,003	1,600,000	Remainder estimate is based on an annual allocation of \$400,000. Estimate for the five-year planning period is \$3,714,003.

Table 41 - Anticipated Resources

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

For the foreseeable future, the City will continue to allocate General Fund and the local Housing Authority (as the City's Successor Agency) resources for homeless services. Additionally, the City has a partnership with Newport Beach to support the ongoing operations of the Bridge Shelter that was previously a vacant warehouse in 2019. Primarily CDBG funding was used for the rehabilitation of the warehouse in 2019. The CDBG program does not have a match requirement. Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG and HOME funds to leverage appropriate state, local and private resources. An example of such a project is the Motel 6 Housing Project, a conversion from a 94 guest room motel into 87 units of permanent affordable housing for veterans, senior citizens and other individuals previously experiencing homelessness. The project included State funding from the California Department of Housing and Community Development (HCD) Homekey Program, VASH Vouchers and LMIHAF funds from OCHA, MHSA funds from Orange County, and American Rescue Plan Act (ARPA) funds from the City in addition to City HOME funding. The City closed on financing for this 87-unit Permanent Supportive Housing Project during FY 2022-2023 and leased-up the ten HOME units in FY 2023-2024. All 40 units included in the first phase of the project were leased-up by the end of FY 2023-2024. This project and similar projects provide additional sources of match for the City's HOME program. Additionally, the City has a CalHome owner-occupied housing rehabilitation loan program. Loan expenditures from this program provide a match source for the City's HOME program.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Costa Mesa is considered a built-out community with little vacant land available for new development. The City has begun to recycle land to accommodate growth. The City's Housing Element identifies City-owned and State-owned properties, and considers various options for the sites. Development opportunities are identified in the Housing Element. The most recent Housing Element covers years 2021 through 2029 and includes updates to the development opportunities to address the needs identified in the Consolidated Plan. For example, the Housing Element identifies the City's Senior Center property as a site for redevelopment to accommodate affordable housing units for seniors. The City Council approved the property for a 70-unit senior affordable housing complex that could be opened by 2027. In addition, the Housing Element identifies the State's Fairview Developmental Center site as a potential housing opportunity site. In December 2022, an agreement between the City and the State was signed which provided \$3.5 Million in State funds to the City for land use planning and zoning at the Fairview Developmental Center (FDC) site focused on accommodating housing for households at all income levels, with a priority for projects that provide housing for individuals with developmental disabilities. Meetings have been conducted for residents to provide input regarding community needs and values for the FDC site. City Council members expressed a desire to explore increasing the number

of housing units on the FDC site beyond the 2,300 units identified in the Housing Element.

The City purchased a warehouse for the Bridge Shelter in 2019 to provide 50 emergency shelter beds for adult men and women experiencing homelessness. The shelter has since been expanded to accommodate 100 shelter beds, including 15 behavioral health beds, further addressing the priority needs identified in the City's Consolidated Plan.

## **Discussion**

In recent years, HOME housing rehabilitation loan repayments have provided the City with additional funding; however, this source of funds is susceptible to the fluctuations of the economy and thus unpredictable. The State has identified the housing shortage in California as a crisis and has created new affordable housing funding sources through legislature. The City will actively pursue such funding to leverage local resources for affordable housing, homeless services and housing, and community development activities.

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## SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Orange County Housing Authority	PHA	Public Housing	Region
211 Orange County/United Way	Continuum of care	Homelessness	Region
City of Costa Mesa	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
Fair Housing Foundation	Non-profit organizations	Planning	Jurisdiction
Project Hope Alliance	Non-profit organizations	public services	Jurisdiction
Human Options	Non-profit organizations	Homelessness	Jurisdiction
Trellis, Inc.	Non-profit organizations	public services	Jurisdiction
Community SeniorServ	Non-profit organizations	public services	Jurisdiction
Assistance League – Newport Mesa	Non-profit organizations	public services	Jurisdiction
Costa Mesa Chamber of Commerce	Private Industry	Economic Development	Jurisdiction
Families Forward	Non-profit organizations	public services	Jurisdiction

**Table 42 - Institutional Delivery Structure**

## Assess of Strengths and Gaps in the Institutional Delivery System

Costa Mesa has a strong group of service providers that deliver a wide variety of services for City residents as evidenced by the collaborative, coordinated efforts of local nonprofits, local churches and faith-based groups through the Network of Homeless Solutions (NHS) Taskforce. This effort works directly to overcome institutional barriers faced by the homeless and other at-risk populations. The City has established strong working relationships with the local school districts and colleges/universities to create linkages between employers, residents and schools. The City continues to work well with OCHA by supporting their efforts to assist the City's lower income renters with housing assistance vouchers and certificates. The City also has established strong working relationships with other Orange County grantees as evidenced by the coordination of regional efforts to address issues such as homelessness and fair housing.

### Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X	X	
Utilities Assistance	X	X	
<b>Street Outreach Services</b>			
Law Enforcement	X	X	
Mobile Clinics		X	
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse		X	
Child Care			
Education			
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
<b>Other</b>			
NA	NA	NA	NA

Table 43 - Homeless Prevention Services Summary

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

Several homeless service providers, including the City, are available to assist the homeless and those that are at risk of becoming homeless. Since 2012, the City of Costa Mesa has directly funded homeless outreach and engagement services. Program staff works closely with nonprofit, public and faith-based organizations to coordinate outreach and referral services for chronic and non-chronic homeless individuals with strong ties to the community. Program staff works closely with individuals and families to identify and qualify individuals/households for appropriate mainstream services and resources. Examples of mainstream services available include veterans housing vouchers, veteran medical services, MediCal/Medicare, SSI, and general relief. These efforts are primarily coordinated by the City's Network for Homeless Solutions (NHS) Taskforce. The City's Housing and Community Development (HCD) staff and NHS also work closely with CDBG sub-recipients to ensure individuals and households at risk of becoming homeless, or that are not chronic homeless are also assisted.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The strength of the City's service delivery system is that it is well coordinated, especially for homeless services. The NHS Taskforce meets biweekly to discuss the status of initiatives and to also address and resolve issues. It is important to highlight the fact that while the City is a partner in the NHS, many of the initiatives are generated by its members (typically community volunteers and local church leaders). Housing (emergency and permanent) remains the primary gap in the City's service delivery system. City staff works closely with service providers to access the limited permanent housing or rapid re-housing resources that are available. There is a lack of year-round emergency shelter beds for single adults for the entire County. To address this gap, the City utilized significant non-HUD funds to acquire a property to be repurposed as an emergency shelter for adult men and women. CDBG funds were used to provide for interior and exterior improvements and total beds available have been increased to 100 from 50 when the shelter was first established in 2019.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

Through the Consolidated Plan priority setting process, the City aligned programs and services that are complementary and work together on a uniform vision for the benefit of Costa Mesa residents. Programs and activities funded with CDBG funds reflect goals and objectives that are set forth in some of the City's major guiding documents such as the Housing Element and Capital Improvement Plan. These plans have been created with input from the public, other City departments, other private agencies and local nonprofit providers.

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## SP-45 Goals Summary – 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2025	2029	Affordable Housing	Citywide	Housing Preservation	CDBG: \$1,925,000 HOME: \$2,300,000	Rental units rehabilitated: 50 Household Housing Unit  Homeowner Housing Rehabilitated: 50 Household Housing Unit  Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit
2	Infrastructure and Facility Improvements	2025	2029	Non-Housing Community Development	Citywide CDBG Eligible Areas	Public Facilities and Infrastructure	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted



Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Homeless Continuum of Care	2025	2029	Homeless	Citywide	Homeless Services and Housing	CDBG: \$450,000 HOME: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted  Tenant-based rental assistance / Rapid Rehousing: 75 Households Assisted  Homeless Person Overnight Shelter: 250 Persons Assisted  Homelessness Prevention: 150 Persons Assisted
4	Public Social Services	2025	2029	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$225,000	Public service activities other than Low/Moderate Income Housing Benefit: 4,000 Persons Assisted
5	Program Administration	2025	2029	Program Administration	Citywide	Program Administration	CDBG: \$900,000 HOME: \$200,000	Other: 5 Other

Table 44 – Goals Summary

## Goal Descriptions

1	<b>Goal Name</b>	Housing Preservation
	<b>Goal Description</b>	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation.
2	<b>Goal Name</b>	Infrastructure and Facility Improvements
	<b>Goal Description</b>	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
3	<b>Goal Name</b>	Homeless Continuum of Care
	<b>Goal Description</b>	To provide supportive services and housing assistance for the homeless and near homeless
4	<b>Goal Name</b>	Public Social Services
	<b>Goal Description</b>	To provide services for low- and moderate-income persons, and those with special needs
5	<b>Goal Name</b>	Program Administration
	<b>Goal Description</b>	To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying all HUD program requirements including the provision of fair housing services.

### **Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

Approximately 70 extremely low-income (0% to 30% AMI), very low-income (30% to 50% AMI), and low-income (50% to 80% AMI) will benefit from the City's affordable housing activities. The City will use HOME funds for homeowner rehabilitation, TBRA and affordable rental housing project(s), over the five-year Consolidated Plan period. Pursuant to HUD Regulations at 24 CFR 91.225(d), the City of Costa Mesa certifies as part of its Action Plan(s) from FY 2025-2029 that the use of HOME funds for tenant-based rental assistance is an essential element of the FY 2025-2029 Consolidated Plan's goal to enhance the suitability of the living environment through supportive services for the homeless, low- and moderate-income persons, and those with special needs.

**SP-50 Public Housing Accessibility and Involvement – 91.215(c)**

**Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)**

Not applicable. No public housing units are located in Costa Mesa.

**Activities to Increase Resident Involvements**

Not applicable. No public housing units are located in Costa Mesa.

**Is the public housing agency designated as troubled under 24 CFR part 902?**

Not applicable.

**Plan to remove the ‘troubled’ designation**

Not applicable.

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## **SP-55 Barriers to affordable housing – 91.215(h)**

### **Barriers to Affordable Housing:**

According to the City's Housing Element, governmental agencies' actions or policies can impact the private sector's ability to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development, and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa.

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing:**

Implementation actions identified in the City's current Housing Element and progress reports to address the negative effects that serve as barriers to affordable housing include:

The City plans to regularly monitor deed-restricted units that have the potential of converting to market-rate during the planning period, work with the property owner on potential extensions past the current agreement to extend the affordability period, and comply with noticing requirements and coordinate with qualified entities to preserve at-risk units.

The City initiated the affordable housing ordinance effort in 2021, retaining Keyser Marston Associates (KMA). Since then, KMA have completed the required Financial Evaluation and the City has conducted 17 stakeholder meetings, two joint Council/Planning Commission Study Sessions and completed the draft Ordinance. The Ordinance was presented to the Planning Commission on November 13, 2023 with a second discussion occurring on December 11, 2023. The Affordable Housing Ordinance (Ordinance No. 2024-02) was approved for first reading by City Council on April 2, 2024.

The Affordable Housing Ordinance will require residential developments with 50 units or more to include an affordable housing component. The residential development must set aside a portion of the residential units as affordable, or provide a land dedication, or construct off-site affordable units, or pay in-lieu fees. To implement the Affordable Housing Program, the City would rezone non-residentially zoned properties located along major corridors to allow for higher density housing with reduced parking requirements and the allowance of affordable rents for low-income units to be calculated based on 80% of the area median income (AMI) where 60% is required under state density bonus law. Adding residential development as an allowed use at higher densities creates land value and incentivizes housing production overall.

The City will pursue State and regional funding for affordable housing development. The City will also pursue local partnerships and annually meet with affordable housing organizations to encourage the development of housing affordable to all segments of the population. Additionally, The City will establish development incentives (i.e. deferment of fees, priority processing, modified development standards, etc.) for affordable housing projects that meet objective evaluation criteria similar to the process for density bonus concessions. The City will also develop clear instructional materials for achieving incentives and make them publicly available on the City's website.

The City will review planning application fees, with a special focus on the density bonus fee, and update the fee(s) to avoid creating a constraint to the development of affordable housing.

Additionally, the City will, subject to funding availability, continue to allocate HOME funding for Tenant-Based Rental Assistance Projects in Action Plans during the FY 2025-2029 planning period. The City estimates it will allocate \$1,000,000 in HOME funds over the five-year planning period, starting with \$200,000 in FY 2025-2029.

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## **SP-60 Homelessness Strategy – 91.215(d)**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Costa Mesa is one of the few municipalities in the region to employ a team of Outreach Workers who serve people experiencing and at risk of homelessness. This team – alongside a vast network of City staff, community volunteers, and nonprofit service providers - make up the Network for Homeless Solutions (NHS), whose primary goal is to connect people in need to resources and facilitate their journey to self-sufficiency. The City utilizes various federal funding streams (i.e., CDBG, CDBG-CV, HOME, and HOME-ARP) to subsidize projects and programs aimed at assisting our residents, including the development of affordable and supportive housing, workforce development, homelessness prevention, and emergency shelter.

### **Addressing the emergency and transitional housing needs of homeless persons**

In 2021, the City utilized CDBG funds to open the 100-bed Costa Mesa Bridge Shelter (CMBS), which provides adult males and females experiencing homelessness with shelter, meals, case management, workforce development, life skills training, benefit management, and on-site medical care. In 2024, the City was awarded a \$4.2 million grant from the Orange County Health Care Agency (OCHCA) to implement 15 behavioral health care beds at the CMBS through FY 26/27. Through these efforts, the NHS has facilitated the placement of over 430 individuals into permanent housing since 2019. Additionally, the City uses its CDBG public service funds for a second-step transitional housing program for domestic violence survivors.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

The Network for Homeless Solutions (NHS) seeks to engage with those experiencing homelessness to ensure full access to all available resources and a smooth transition into permanent housing. This constant engagement shortens the length of homelessness and ensures those that have secured permanent housing are able to thrive in their new environments. Additionally, the City utilizes HOME funds to provide tenant based rental assistance to low and very-low income households both experiencing and at-risk of homelessness. The City is committed to increasing access to affordable housing units through advocacy for and development of affordable and supportive housing units and accomplished its first Permanent Supportive Housing project in the City in FY 2022-2023 through a partnership with the County for a motel conversion. Two additional motel conversion projects are currently in the planning stages.



Families Forward, a nonprofit organization that provides housing and homeless prevention services, has two affordable housing projects in the City that provide housing for 16 formerly homeless households with minor children. They also provide additional support for families with CDBG funded supportive services, such as a food pantry, case management and career/life skills coaching.

The City's COC partners include Mercy House, Families Forward, Illumination Foundation, Jamboree Housing, Trellis, CityNet, SPIN, Orange County Office of Care Coordination, Orange County Housing and Community Development, HUD, State HCD, and Orange County Housing Finance Trust. Additionally, the City has allocated the majority of its HOME-ARP grant funds for supportive services including legal services, case management services and outreach services for individuals experiencing or at risk of homelessness in an effort to prevent homelessness and/or shorten the period of time that individuals or families experience homelessness.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals. Safety-net services allow households to save a portion of income previously spent on food, clothes, etc. and preserve their housing. Additionally, The City has also used and continues to use (until funds are expended) CDBG-CV and ARPA funds to provide emergency rental assistance to low-income residents facing financial hardships as a result of the Coronavirus pandemic and its subsequent impact to the economy. Since 2020, the City has allocated nearly \$2.7M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs.

Additionally, on November 7, 2023, the City Council adopted an urgency Ordinance for Just Cause Residential Tenant Protections. \$250,000 in ARPA funds were allocated to provide eviction and rental-related legal services including, but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions. Three full time equivalent (FTE) positions were added to implement, monitor and enforce the subject Ordinance including two community outreach workers. The City has implemented a Community Outreach and Education Plan to inform both owners and tenants of their rights regarding evictions as well as the resources available to them. The City funds Project Hope Alliance (PHA) with CDBG and HOME-ARP funds to provide on- and off-campus case management of homeless and at-risk Newport Mesa Unified School District (NMUSD) students and their families. The services provided by PHA are vital to preventing both current and future homelessness for Costa Mesa residents.

## **SP-65 Lead based paint Hazards – 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards**

The City's Owner-Occupied Housing Rehabilitation programs (loans and grants) have been designed to test each participating unit built prior to 1978 (the year lead-based paint was banned) for lead-based paint. A grant is available for homeowners to test, and if necessary, address/remediate the lead hazards that may be found. All rental housing units that may be subject to public assistance will also be tested for lead-based paint hazards.

### **How are the actions listed above related to the extent of lead poisoning and hazards?**

The City can only address potential lead poisoning and hazards within the programs it funds. The City will mandate lead testing for all properties constructed prior to 1978 that are part of the City's Housing Rehabilitation Programs.

### **How are the actions listed above integrated into housing policies and procedures?**

Current Housing Rehabilitation Program policies and procedures require all properties constructed prior to 1978 to be tested for lead. If lead is found, it must be removed or encapsulated as part of the overall rehabilitation of the unit.

## **SP-70 Anti-Poverty Strategy – 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

According to the 2016-2020 ACS, 13.8 percent of the City’s population is living at or below the poverty level. Among those living in poverty, 14.6 percent had a disability. Furthermore, 10.9 percent of the seniors (65+) were living below poverty.

The City has identified several activities and services that can be implemented to combat poverty - this strategy includes support of programs that improve coordination and collaboration among City departments and nonprofit agencies that provide social services, employment counseling, and other support services for lower income persons. Specific examples include the following activities:

- Implement housing programs (including housing rehabilitation assistance) for lower income, senior and disabled homeowners.
- Implement a Tenant-Based Rental Assistance (TBRA) program for lower income residents
- Support rental assistance programs provided by the Orange County Housing Authority for very low-income renters.
- Support homeless prevention services for individuals presently housed but at risk of losing their residence.
- Assist those already homeless in need of emergency shelter, transitional housing, or rapid rehousing, continue to coordinate the delivery of services with nonprofit partners.
- Support safety net public services programs to improve the quality of life seniors, youth, the disabled, and other populations that may be severely impacted by the cost of living in the region.

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

The City’s anti-poverty strategy calls for assisting lower income households (i.e., seniors and disabled homeowners) to improve their homes without incurring new housing cost. The support for OCHA’s rental assistance programs for very low-income renters is also consistent with the City’s affordable housing strategy. Additionally, safety net programs (e.g., food programs) assist high poverty households by helping them to free up income for housing. The City is placing a high priority on rental assistance and will, subject to funding availability, allocate HOME program income funding for Tenant-Based Rental Assistance Projects in Action Plans during the FY 2025-2029 planning period.

## **SP-80 Monitoring – 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Costa Mesa has instituted a monitoring plan for sub-recipients receiving CDBG public service grant funds. Monitoring is conducted by the City's HCD staff. Monitoring involves an in-house review of progress reports and expenditures, and when needed, an on-site visit of sub-recipients to ensure further compliance with federal regulations. The City's monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided as necessary. At a minimum, public service grant recipients receiving consecutive years of CDBG funding will undergo on-site monitoring every other year. If resources permit, they will be monitored annually. Any new grant recipient or a recipient that has displayed administrative/program issues will be monitored annually until adequate administrative/programmatic capacity can be ensured. A monitoring checklist has been developed by the City to assist with program evaluation and on-site monitoring.

Rental housing units that are subject to long-term affordability are also monitored. The HOME program has established time intervals to conduct on-site property inspections. These intervals are based on the number of rental units in the HOME-assisted project. HOME-required inspections can vary from once per year to once every three years. Costa Mesa has established a master list of HOME assisted units listing inspection intervals and dates for the next on-site inspection. To ensure qualified low-income households occupy rental units, an annual recertification of tenant eligibility is required by the City.

The City has actively sought to comply with the minority/women owned business outreach requirements of the HOME program. The City provides information regarding contracting opportunities to minority/women owned enterprises and minority/women business owner organizations. Additionally, the City requires CHDOs to undertake efforts to reach out to minority and women owned businesses with business opportunities.

Elements of the City's Outreach Plan include the following:

- The City will make an effort to place qualified small and minority businesses and women's business enterprises on solicitation lists.
- The City will assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- The City may divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

- The City will endeavor to use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as well as local minority chambers of commerce.

If subcontracts are used, the prime contractor will be required to take the action steps listed above to comply with minority and women owned business outreach efforts.

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## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

HUD has announced that the City of Costa Mesa is receiving an allocation of \$907,261 in CDBG and \$378,720 in HOME funds. In addition, \$172,000 in prior year uncommitted CDBG funds, \$1,685,283 in prior year uncommitted HOME funds, and \$50,000 in prior year HOME program income (PI) are available for programming. The City's application for funds is in the form of the SF 424.

Ongoing reductions and fluctuations in CDBG and HOME funding make it difficult to estimate the amount that will be available over the five-year time period of the Consolidated Plan. With the loss of redevelopment funding, the only anticipated funds that may be available to implement the Consolidated Plan are general fund for homeless services and housing voucher/certificate resources via OCHA.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
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Table 45 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City continues to allocate General Fund and resources from the local Housing Authority (as the City's Successor Agency) for homeless services. In addition, the City will pursue funding available from the County and State to provide for homeless services and facilities.

The City has implemented a CalHome owner-occupied housing rehabilitation loan program. Therefore, loan expenditures from this program will provide a match source for the City's HOME program. Overall, the City has an accumulated HOME match surplus available to meet HOME match program requirements.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City's Housing Element identifies City-owned and State-owned properties, and considers various options for the sites. Development opportunities are identified in the Housing Element. The most recent Housing Element covers years 2021 through 2029 and includes updates to the development opportunities to address the needs identified in the Consolidated Plan. For example, the Housing Element identifies the City's Senior Center property as a site for redevelopment to accommodate affordable housing units for seniors. The City Council approved the property for a 70-unit senior affordable housing complex that could be opened by 2027. In addition, the Housing Element identifies the State's Fairview Developmental Center site as a potential housing opportunity site. In December 2022, an agreement between the City and the State was signed which provided \$3.5 Million in State funds to the City for land use planning and zoning at the Fairview Developmental Center (FDC) site focused on accommodating housing for households at all income levels, with a priority for projects that provide housing for individuals with developmental disabilities. Meetings have been conducted for residents to provide input regarding community needs and values for the FDC site. City Council members expressed a desire to explore increasing the number of housing units on the FDC site beyond the 2,300 units identified in the Housing Element.

In 2019, the City used non-federal funds to acquire a property for the purpose of creating an emergency shelter. CDBG funds were used to provide interior and exterior improvements to the existing building to create, what is now, a 100-bed emergency shelter for homeless adult men and women.

**Discussion**

In recent years, HOME housing rehabilitation loan repayments have provided the City with additional funding; however, this source of funds is susceptible to the fluctuations of the economy and thus unpredictable. The City will actively pursue State and Federal funding to leverage local resources for affordable housing, homeless services and housing, and community development activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2025	2029	Affordable Housing	Citywide	Housing Preservation	CDBG: \$510,000 (Code \$385,000, Rehab \$125,000) HOME: \$1,881,808 (Rehab \$325,000, Affordable Housing \$1,500,000, CHDO \$56,808)	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 250 Household Housing Unit
2	Infrastructure and Facility Improvements	2025	2029	Non-Housing Community Development	Citywide CDBG Eligible Areas	Public Facilities and Infrastructure	CDBG: \$251,720	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,500 Persons Assisted
3	Homeless Continuum of Care	2025	2029	Homeless	Citywide	Homeless Services and Housing	CDBG: \$53,044 (Families Forward, Human Options) HOME: \$200,000 (TBRA)	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homeless Person Overnight Shelter: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Social Services	2025	2029	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$83,045	Public service activities other than Low/Moderate Income Housing Benefit: 622 Persons Assisted
5	Program Administration	2025	2029	Program Administration	Citywide	Program Administration	CDBG: \$181,452 HOME: \$37,872	Other: 1 Other

Table 46 – Goals Summary

### Goal Descriptions

1	Goal Name	Housing Preservation
	Goal Description	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/ rehabilitation.
2	Goal Name	Infrastructure and Facility Improvements
	Goal Description	To enhance the suitability of the living environment through improvements to public infrastructures and facilities.
3	Goal Name	Homeless Continuum of Care
	Goal Description	To provide supportive services and housing assistance for the for the homeless and near homeless.
4	Goal Name	Public Social Services
	Goal Description	To provide services for low- and moderate-income persons, and those with special needs.
5	Goal Name	Program Administration
	Goal Description	To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying all HUD program requirements, including the provision of fair housing services.

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

This Action Plan outlines the steps that the City of Costa will use to address housing and community development needs in the City. The plan includes a listing of activities that the City will fund during FY 2025-2026 (July 1, 2025 through June 30, 2026) using CDBG and HOME funds.

#### Projects

#	Project Name
1	CDBG Administration
2	CDBG Fair Housing
3	CDBG Housing Rehabilitation Administration
4	CDBG Housing Rehabilitation
5	Assistance League - Newport Mesa
6	Families Forward
7	Human Options
8	Project Hope Alliance
9	Trellis International – Labors of Love
10	City of Costa Mesa Senior Social Services
11	CDBG Code Enforcement
12	CDBG Capital Improvements Project
13	HOME Administration
14	HOME Affordable Housing (CHDO)
15	HOME Affordable Rental Housing
16	HOME Housing Rehabilitation
17	HOME Tenant Based Rental Assistance (TBRA)

Table 47 – Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely at risk to become homeless because they have limited incomes and have other issues that require housing and supportive services; therefore, the City considers services for those already homeless a high need to merit funding. The primary obstacles to meeting the underserved needs of low- and moderate- income residents include a lack of funding from federal, state and local sources, and the high cost of housing combined with the low vacancy rate in Costa Mesa and throughout Orange County.

## AP-38 Project Summary

### Project Summary Information

1	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$161,452
	Description	CDBG program oversight
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	Program oversight and coordination
2	Project Name	CDBG Fair Housing
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration/Fair Housing
	Funding	CDBG: \$20,000
	Description	Fair housing outreach, education and enforcement services
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	186 individuals
	Location Description	Citywide



	Planned Activities	Community outreach, education, and enforcement of fair housing laws
3	Project Name	CDBG Housing Rehabilitation Administration
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$50,000
	Description	CDBG funds staff costs associated with the direct delivery of owner-occupied housing rehabilitation loans and grants
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	N/A - The number of households to be assisted is accounted for under the HOME program - this activity is to pay for a portion of the administrative expenses associated with the HOME-funded Housing Rehabilitation Program
	Location Description	77 Fair Drive, Costa Mesa, CA
4	Planned Activities	Staff costs associated with the delivery of housing rehabilitation loans and grants
	Project Name	CDBG Housing Rehabilitation Grants Program
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$75,000
	Description	CDBG funds for housing rehabilitation grants
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	15 households

	Location Description	Citywide
	Planned Activities	Homeowner housing rehabilitation grants to address deferred property improvements and building code deficiencies
5	Project Name	Assistance League of Newport Mesa
	Target Area	Newport Mesa School District
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,913
	Description	Shoes for low-income students
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	300 individuals
	Location Description	Citywide
	Planned Activities	Shoes will be provided for low-income Costa Mesa students in the Operation SchoolBell – Feet First program
6	Project Name	Families Forward
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	CDBG: \$26,522
	Description	Housing Supportive Services
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	33 individuals

	Location Description	Citywide
	Planned Activities	The program will provide housing support services for homeless Costa Mesa families with children
7	Project Name	Human Options
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	CDBG: \$26,522
	Description	Transitional Housing and Support Services
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	58 individuals
	Location Description	Citywide
	Planned Activities	Transitional housing and support services for survivors of domestic violence
8	Project Name	Project Hope Alliance
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$21,219
	Description	Case management and wrap-around services for NMUSD students experiencing homelessness including one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food
	Target Date	06/30/2026

	Estimate the number/type of families that will benefit from the proposed activities	83 individuals
	Location Description	Citywide
	Planned Activities	CDBG funds will support the salaries of program staff to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, and job search assistance
9	Project Name	Trellis International – Labors of Love
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,913
	Description	Manual labor projects to help low-income seniors
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	15 individuals
	Location Description	Citywide
	Planned Activities	CDBG will fund staff salaries and supplies to oversee volunteers and carry-out the program
10	Project Name	City of Costa Mesa Senior Social Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$30,000
	Description	Counseling and case management for seniors

	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	260 seniors
	Location Description	Program available citywide but based out of the Costa Mesa Senior Center located at 695 W. 19th Street, Costa Mesa, CA.
	Planned Activities	Funding for counseling and case management for seniors
11	Project Name	CDBG Special Housing Code Enforcement
	Target Area	CDBG Eligible Areas
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$385,000
	Description	Enforcement of housing and building codes and connecting residents with housing-related resources
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	200 Housing Units
	Location Description	77 Fair Drive, Costa Mesa, CA – City Hall
12	Planned Activities	Inspection and enforcement of housing and building codes in CDBG eligible declining/deteriorating areas combined with connecting residents to housing-related resources to halt the decline of the area.
	Project Name	Westside Street Improvements
	Target Area	CDBG Eligible Areas
	Goals Supported	Infrastructure and Facility Improvements
	Needs Addressed	Public Facilities and Infrastructure

	Funding	CDBG: \$251,720
	Description	Street Pavement Rehabilitation
	Target Date	06/30/2027
	Estimate the number/type of families that will benefit from the proposed activities	TBD – approximately 2,500
	Location Description	CDBG Eligible Areas: Census Tract 063803-3 – 063803-4
	Planned Activities	Rehabilitation of street pavement as an infrastructure project may include repairing existing sidewalks, wheelchair ramps, driveways, and curb gutter to meet City and ADA standards, reconstruction of failed pavement; grind and overlay pavement with rubberized asphalt; and upgraded striping that includes bike lanes.
13	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$37,872
	Description	HOME funds for program oversight and coordination
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	HOME Program Oversight and Coordination
14	Project Name	HOME Affordable Housing (CHDO)
	Target Area	Citywide



	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$56,808
	Description	HOME-CHDO funds reserved for eligible housing project (to be determined)
	Target Date	06/30/2027
	Estimate the number/type of families that will benefit from the proposed activities	1 housing unit. Goal entered for data input purposes only
	Location Description	TBD
	Planned Activities	TBD
15	Project Name	HOME Affordable Rental Housing
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: <b>\$1,500,000</b>
	Description	Affordable Rental Housing Project TBD
	Target Date	06/30/2027
	Estimate the number/type of families that will benefit from the proposed activities	TBD
	Location Description	TBD
	Planned Activities	TBD
16	Project Name	HOME Housing Rehabilitation Grants and Loans Program
	Target Area	Citywide

	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$325,000
	Description	HOME funds for owner-occupied housing rehabilitation loans and grants
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	16 low- and moderate- income homeowners (1 loan and 15 grants)
	Location Description	Citywide
	Planned Activities	Housing rehabilitation loans and grants to address deferred property improvements and building code deficiencies
17	Project Name	HOME Tenant Based Rental Assistance (TBRA)
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	HOME: \$200,000
	Description	The City will use HOME funds for tenant based rental assistance to assist low-income residents with rental assistance to increase housing affordability
	Target Date	06/30/2026
	Estimate the number/type of families that will benefit from the proposed activities	15 low-income households with minor children
	Location Description	Citywide
	Planned Activities	HOME funds will be used to provide tenant-based rental subsidies

## AP-50 Geographic Distribution – 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Activities slated for CDBG-funding during Fiscal Year 2025-2026 will mainly be available on a citywide basis to income eligible individuals (i.e., limited clientele). See **Appendix B** for the City's CDBG eligible areas.

### Geographic Distribution

Target Area	Percentage of Funds
Citywide	90
CDBG Eligible Areas	10

**Table 48 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

The priority needs identified in the City's FY 2025-2029 Consolidated Plan form the basis for allocation investments geographically within the jurisdiction during FY 2025-2026. The established priorities are:

#### High Priority

- Housing Preservation
- Public Facilities and Infrastructure
- Homeless Services and Housing
- Public Needs Services
- Program Administration

HUD funding will primarily be allocated on a citywide basis as the City's primary intent is to serve eligible Costa Mesa households in need of housing and services regardless of where they live in the City. As the City's CDBG-eligible areas tend to be older sections of the City, area-wide activities will help to improve and sustain these neighborhoods and perhaps encourage homeowners to also invest in their homes.

### Discussion

As indicated above, CDBG and HOME funds will focus on programs that serve eligible residents regardless of where they live. It is also expected that the City's investment in neighborhoods will create a synergy whereby residents will also invest in their home and community.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

During Fiscal Year 2025-2026, proposed activities to be funded with CDBG and HOME funds will meet the housing needs of the following households.

One Year Goals for the Number of Households to be Supported	
Homeless	5
Non-Homeless	10
Special-Needs	5
Total	20

Table 49 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	15
Rehab of Existing Units:	15
Total	30

Table 50 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City will focus FY 2025-2026 HOME funds on the rehabilitation of existing owner-occupied housing units and tenant-based rental assistance (TBRA). The City will make CDBG funds available for the homeowner rehabilitation grants program to assist additional residents that may not be eligible for HOME funding. While not the primary focus of the program, some special-needs households (senior and disabled) may be assisted during the year via the City's Housing Rehabilitation Program. Additionally, the City will release an RFP or RFO for affordable rental housing projects in the City to be funded with prior year(s) uncommitted HOME funds that have been identified for FY 2025-2026.

Since 2020, the City has allocated more than \$2.7M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs. It is anticipated that OCHA will continue to provide rental assistance to approximately 540 Costa Mesa renter households during FY 2025-2026.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Costa Mesa does not own or manage public housing.

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

### **Discussion**

Not applicable.

DRAFT

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

As outlined in the Strategic Plan, the City's homeless strategy is to support programs that help to prevent homelessness by supporting safety net services. These programs will help households, especially extremely low-income households, maximize the amount of income they have available for housing. Additionally, both HUD and City resources will be allocated to provide access to a continuum of services, including the Costa Mesa Bridge Shelter and housing to assist those already homeless and with strong ties to the community.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In recent years, the City has directly funded homeless outreach services with City General Funds and other non-HUD funds. The City of Costa Mesa Network for Homeless Solutions (NHS) is a ten-person team who meet people where they are to forge genuine relationships, make connections to services, and, ultimately, facilitate their transition into permanent housing. Partnering agencies are CityNet, PATH (Orange County North and Central Service Planning Area (SPA) contracted outreach provider), Save Our Selves (SOS), Lighthouse Church, Mercy House, Trellis, Chrysalis, Project Hope Alliance, Meals on Wheels OC, Families Forward, Serving People In Need (SPIN), and Someone Cares Soup Kitchen.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City owns and operates a 100-bed emergency shelter including 15 beds for individuals experiencing homelessness with behavioral health needs. The facility is funded in partnership with the City of Newport Beach. Mercy House, a nonprofit organization, is the Shelter Operator and Bracken's Kitchen, a nonprofit organization, operates the full-service commercial kitchen. Shelter partners are Mercy House, Bracken's Kitchen, Trellis, Orange County Housing Authority (OCHA), Santa Ana Housing Authority (SAHA), Anaheim Housing Authority (AHA) and Garden Grove Housing Authority (GGHA). The City utilized CDBG funds to repurpose a warehouse into the shelter facility in 2019. Since that time, the Bridge Shelter has assisted over 1,000 individuals with emergency shelter and associated services including housing 190 shelter participants and housing 240 individuals through street outreach for a total of 430 housed between April 14, 2019 and February 28, 2025.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Network for Homeless Solutions (NHS) includes a ten-person team of Outreach Workers, a 100 - bed emergency shelter, and the provision of affordable/supportive housing. Each one of these components



seeks to engage with those experiencing homelessness to ensure full access to all available resources and a smooth transition into permanent housing. This constant engagement shortens the length of homelessness and ensures those that have secured permanent housing are able to thrive in their new environments. Since April 2019, the City of Costa Mesa has assisted 430 formerly homeless people to secure permanent housing. Additionally, the City utilizes HOME funds to provide tenant based rental assistance to low and very-low income households both experiencing and at-risk of homelessness. The City is committed to increasing access to affordable housing units through advocacy for and development of affordable and supportive housing units. The City's first Permanent Supportive Housing project completed its first stage of housing units in FY 2023-2024 and currently houses formerly homeless residents. Families Forward has two affordable housing projects in Costa Mesa that continue to house 16 (previously homeless) households with minor children. The City's COC partners include Mercy House, Families Forward, Jamboree Housing, Trellis, CityNet, SPIN, Orange County Office of Care Coordination, Orange County Housing and Community Development, HUD, State HCD, and Orange County Housing Finance Trust. Additionally, the City has allocated the majority of its HOME-ARP grant funds for supportive services including legal services, case management services and outreach services for individuals experiencing or at-risk of homelessness in an effort to prevent homelessness and/or shorten the period of time that individuals or families experience homelessness.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals. Safety-net services allow households to save a portion of income previously spent on food, clothes, etc. and preserve their housing. Additionally, The City has also used and continues to use (until funds are expended) CDBG-CV and ARPA funds to provide emergency rental assistance to low-income residents facing financial hardships as a result of the Coronavirus pandemic and its subsequent impact to the economy. Since 2020, the City has allocated more than \$2.7M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs.

## **Discussion**

In addition to the above, on November 7, 2023, the City Council adopted an urgency Ordinance for Just Cause Residential Tenant Protections. \$250,000 in ARPA funds were allocated to provide eviction and

rental-related legal services including, but not limited to court filings, to enforce the eviction protection provisions of the Costa Mesa Municipal Code regarding unlawful acts in connection with no-fault just cause evictions. Three full time equivalent (FTE) positions were added to implement, monitor and enforce the subject Ordinance including two community outreach workers. The City has implemented a Community Outreach and Education Plan to inform both owners and tenants of their rights regarding evictions as well as the resources available to them. The City funds Project Hope Alliance (PHA) with CDBG and HOME-ARP funds to provide on- and off-campus case management of homeless and at-risk Newport Mesa Unified School District (NMUSD) students and their families. The services provided by PHA are vital to preventing both current and future homelessness for Costa Mesa residents.

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## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

A strategy to address barriers to affordable housing and actions to overcome these barriers is provided in the City's Housing Element. The current Housing Element covers the eight-year planning cycle of 2021-2029 and provides updated strategies to address barriers to affordable housing since the completion of the FY 2020-2024 consolidated planning process. The City will continue efforts to address these barriers, incorporating the updated strategies throughout the FY 2025-2029 Consolidated Plan.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

According to the City's Housing Element, governmental agencies' actions or policies can impact the private sector's ability to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development, and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa. Implementation actions identified in the City's current Housing Element and progress reports to address the negative effects that serve as barriers to affordable housing include:

The City Plans to regularly monitor deed-restricted units that have the potential of converting to market-rate during the planning period, work with the property owner on potential extensions past the current agreement to extend the affordability period, and comply with noticing requirements and coordinate with qualified entities to preserve at-risk units.

The City initiated the affordable housing ordinance effort in 2021, retaining Keyser Marston Associates (KMA). Since then, KMA completed the required Financial Evaluation and the City conducted 17 stakeholder meetings, two joint Council/Planning Commission Study Sessions and completed the draft Ordinance. The final Affordable Housing Ordinance (Ordinance No. 2024-02) was approved at the regularly scheduled City Council meeting on August 6, 2024.

The Affordable Housing Ordinance will require residential developments with 50 units or more to include an affordable housing component. The residential development must set aside a portion of the residential units as affordable, or provide land dedication, or construct off-site affordable units, or pay in-lieu fees. To implement the Affordable Housing Program, the City would rezone non-residentially zoned properties located along major corridors to allow for higher density housing with reduced parking requirements and the allowance of affordable rents for low-income units to be calculated based on 80% of the area median income (AMI) where 60% is required under state density bonus law. Adding

residential development as an allowed use at higher densities creates land value and incentivizes housing production overall.

The City will pursue State and regional funding for affordable housing development. The City will also pursue local partnerships and meet annually with affordable housing organizations to encourage the development of housing affordable to all segments of the population. Additionally, the City will establish development incentives (i.e. deferment of fees, priority processing, modified development standards, etc.) for affordable housing projects that meet objective evaluation criteria similar to the process for density bonus concessions. The City will also develop clear instructional materials for achieving incentives and make them publicly available on the City's website.

The City will review planning application fees, with a special focus on the density bonus fee, and update the fee(s) to avoid creating a constraint to the development of affordable housing.

#### **Discussion:**

The City's Housing Element outlines the City's plan to address barriers to affordable housing. The City of Costa Mesa followed certain "guiding principles" in developing its approach and strategy for accommodating future housing growth. These guiding principles assist with implementation of the housing goals, policies and programs and will aid overall decision making. The guiding principles are rooted in community engagement and local knowledge and input into the planning process. The guiding principles are as follows:

The City will plan for future housing primarily along major commercial, industrial, and mixed use corridors within Costa Mesa that are compatible with growth, while preserving established residential neighborhoods.

Each neighborhood, community, and district within Costa Mesa has its own unique characteristics and needs. Future housing growth will build upon Costa Mesa's history and complement the diversity and unique characteristics that already exist within each area.

The City will plan for a diverse range of housing forms, types, and densities to address the housing needs of an inclusive and diverse community and provide housing opportunities that meet the needs of all residents, including low-income households, seniors, multi-generational families, larger households, and special needs groups.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The priority needs identified in the City's FY 2025-2029 Consolidated Plan form the basis for allocation investments geographically within the jurisdiction during FY 2025-2026. The established priorities are:

#### **High Priority**

- Affordable Housing Preservation
- Public Facilities and Infrastructure
- Homeless Services and Housing
- Public Needs Services
- Program Administration

Outlined below are the actions the City will implement to address the sub-strategies of the Consolidated Plan.

### **Actions planned to address obstacles to meeting underserved needs**

The City will allocate a portion of its CDBG and HOME funds for activities that address the housing and service needs of the elderly and lower-income households. The City's housing rehabilitation program assists elderly and lower-income homeowners in improving their residences to address specific household needs and the City's tenant based rental assistance program assists low-income families with minor children to keep them in permanent housing. Additionally, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reports that as of March 2025, 540 households in Costa Mesa were receiving Housing Choice Vouchers. Among these households, 95 included members with disabilities, 394 with at least one elderly person, 35 Veteran households, and 63 family households. Among these households, 29 were homeless at admission. OCHA re-opened its waiting list on September 18, 2023. As of March 2025, there are 293 Costa Mesa names on the 2023 waiting list including 161 disabled persons, 109 elderly, 42 families, 19 currently homeless and 27 Veterans. The waiting list from 2012 has a total of 15 households on it including 3 disabled persons, 5 elderly persons, 7 families and 1 currently homeless.

### **Actions planned to foster and maintain affordable housing**

The City of Costa Mesa has identified the actions it will undertake during Fiscal Year 2025-2026 to foster and maintain affordable housing. The Consolidated Plan identified programs such as Owner-Occupied Housing Rehabilitation assistance as the means to maintain and improve housing currently available to by low- and moderate-income residents. By providing deferred payment loans and grants, lower income households are able to rehabilitate their residence to meet basic housing quality standards and incur zero or minimal additional housing costs. An estimated 16 housing units will be assisted with HOME

funds during Fiscal Year 2025-2026. The City will also allocate CDBG funding for housing rehabilitation grants in FY 2025-2026, to assist homeowners with rehabilitation projects that would not qualify for funding under the HOME program. Additionally, the City has allocated HOME CHDO funds to accommodate a potential housing project and identified uncommitted HOME entitlement funds from prior years to issue a Request for Proposals (RFP) or a Request for Qualifications (RFQ) to solicit applications for funding and/or selecting developers, service providers, subrecipients and/or contractors for the development of permanent affordable rental housing in the City.

### **Actions planned to reduce lead-based paint hazards**

Based on past housing rehabilitation program statistics, only a small percentage of housing units that were rehabilitated with City resources contain lead-paint hazards. To ensure compliance with program regulations, all housing units that were constructed before 1978, that are rehabilitated with City resources, will be tested for lead-paint hazards. If needed, additional grant funds can be allocated to a project to ensure all lead-based hazards are mitigated.

### **Actions planned to reduce the number of poverty-level families**

The City will assist programs and services that combat poverty. During Fiscal Year 2025-2026 the City will fund the following activities to support implementation of this strategy:

- Housing rehabilitation grants and loans for lower-income senior and disabled homeowners
- Support rental assistance programs provided by the OCHA for very-low income renters and provide tenant based rental assistance to residents who are severely rent burdened
- Support services for individuals presently housed but at risk of losing their residence. Also, assist those already homeless in need of emergency shelter, and other populations that may be severely impacted by the cost of living in the region

### **Actions planned to develop institutional structure**

The City has made an effort to establish an institutional structure to help identify and access resources to improve the community. For example, the City will continue to work with nonprofit entities to deliver public services. As a member of the Orange County Continuum of Care Community Forum, the City will provide critical information to the County of Orange to prepare the County's Continuum of Care Homeless Assistance grant application to HUD. Costa Mesa will also continue to fund activities that help address gaps and needs in the regional system of care. Finally, the City will continue to assist the Orange County Housing Authority in implementing its Five-year PHA plan.



## **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Costa Mesa does not operate public housing. The Orange County Housing Authority provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals and objectives as it relates to public and assisted housing programs. The City will review the Authority's plans and provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents. Ongoing consultation with local nonprofits also assists the City to coordinate the efficient and effective use of limited resources federal resources.

### **Discussion:**

HUD-funded grant recipients are required under various laws not to discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, age, familial status or disability. Grant recipients such as Costa Mesa are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide fair housing planning. The Analysis of Impediments (AI) to Fair Housing Choice is the primary document utilized for this purpose. In addition to identifying impediments, a strategy to overcome barriers must be developed and implemented. The City participated with all 34 cities in Orange County to develop an updated Orange County Regional Assessment of Fair Housing for FY2025-26 through FY2029-30. An executive summary of the Regional Assessment of Fair Housing **approved by City Council on May 20, 2025** is found in **Appendix F**.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

Each HUD program that is covered by the Consolidated Plan regulations must address certain program specific requirements. Below are the program requirements for the CDBG and HOME programs.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City will meet the CDBG Program's overall 70% benefit for low- and moderate-income requirement over three program years; **2023-2024, 2024-2025, and 2025-2026.**

**HOME Investment Partnership Program (HOME)  
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City is not proposing to utilize HOME funds in a form that is not delineated in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City has not, and does not plan to utilize HOME funds for homebuyer assistance; however, if funds were to be redirected to such a program, steps will be taken to ensure program guidelines comply with applicable resale and recapture regulations.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

As indicated above, the City has not, and does not plan to use HOME funds for homebuyer assistance; however, if funds were to be redirected to such a program, the applicable loan agreement would be prepared to comply with the resale/recapture requirements delineated in 24 CFR 92.254.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has not proposed use of HOME funds to refinance existing debt secured by multifamily housing; however, if funds were to be redirected to such a program, program staff will ensure that all applicable program policies are followed including establish refinancing guidelines and amending the Consolidated Plan to include guidelines.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

## Appendix - Alternate/Local Data Sources

1	<b>Data Source Name</b>
	Detail Homeless Information
	<b>List the name of the organization or individual who originated the data set.</b>
	211OC, Orange County United Way
	<b>Provide a brief summary of the data set.</b>
	The Point-in-Time (PIT) count is a count of sheltered and unsheltered homeless persons on a single night during the last 10 days of January. The data is from the 2024 Final Point in Time Report.
	<b>What was the purpose for developing this data set?</b>
	Enumeration of homeless in Orange County.
	<b>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</b>
	Survey based on HUD's best practices point-in-time methodology.
	<b>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</b>
	Information is provided in narratives.
	<b>What is the status of the data set (complete, in progress, or planned)?</b>
2	<b>Data Source Name</b>
	Orange County Housing Authority Data
	<b>List the name of the organization or individual who originated the data set.</b>
	Orange County Housing Authority (OCHA)

	<b>Provide a brief summary of the data set.</b> OCHA provided the number of Costa Mesa residents receiving assistance through certificates and vouchers.
	<b>What was the purpose for developing this data set?</b> The purpose of this data set was to provide data specific to Costa Mesa Public Housing rather than the Orange County-wide provided by HUD through the Housing Authority.
	<b>Provide the year (and optionally month, or month and day) for when the data was collected.</b> March 2024
	<b>Briefly describe the methodology for the data collection.</b> The data was collected by OCHA and was sent to Costa Mesa upon request.
	<b>Describe the total population from which the sample was taken.</b> The population is Costa Mesa residents receiving assistance through OCHA.
	<b>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</b> Persons assisted through OCHA.
3	<b>Data Source Name</b> 2016-2020 ACS Vacant Units
	<b>List the name of the organization or individual who originated the data set.</b> American Community Survey
	<b>Provide a brief summary of the data set.</b> 2016-2020 estimates of vacant units in Costa Mesa.
	<b>What was the purpose for developing this data set?</b> The purpose of this dataset is to estimate then number of vacant units suitable for rehabilitation.
	<b>Provide the year (and optionally month, or month and day) for when the data was collected.</b> 2016-2020 estimates
	<b>Briefly describe the methodology for the data collection.</b> Data was collected by the Census Bureau.
	<b>Describe the total population from which the sample was taken.</b> A sample of Costa Mesa's housing stock was surveyed to provide estimates.
	<b>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</b> Housing Units

## Appendix

DRAFT



## Appendices

### Appendix A: Summary of Public Outreach

#### Community Outreach

**From:** COWARD, BROC  
**Sent:** Wednesday, September 25, 2024 1:11 PM  
**To:** DAILY, MIKELLE  
**Cc:** DODERO, TONY; MIRANDA, AMBER; ESCOBAR, SERGIO  
**Subject:** Housing & Community Public Meetings

Mikelle

As we discussed on the phone, here's our anticipated communications and outreach schedule. Tasks on the schedule will be performed by Tony or me unless noted (Mikelle/Amber). Please let me know if we've left something out and/or you or Amber will be performing additional outreach.

#### COMMUNICATIONS AND OUTREACH SCHEDULE

##### Senior Center Public Meeting (10/10)

- 9/26: Pop Up - Senior Center Health and Wellness Expo & Senior Center Counter (Mikelle/Amber)
- 9/26: Social Media, Website event calendar, City Hall Concierge Screen, CMTV
- 9/26: USPS Community Groups (Mikelle/Amber) & City Hall Lobby
- 9/27 & 10/4: Snapshot
- 10/2: City Libraries & Community Centers
- 10/2: Community Groups Email (Broc's list)

##### Hertzog Community Center Public Meeting (10/24)

- 10/14: City Hall Lobby
- 10/18: Social Media, Website event calendar, City Hall Concierge Screen, CMTV
- 10/18: Snapshot & Community Groups Email (Broc's list)
- 10/18: City Libraries & Community Centers

**From:** GHAZNAVI, AMEERAH <[AMEERAH.GHAZNAVI@costamesaca.gov](mailto:AMEERAH.GHAZNAVI@costamesaca.gov)>  
**Sent:** Friday, October 4, 2024 12:57 PM  
**To:** [YolandaV@mercyhouse.net](mailto:YolandaV@mercyhouse.net); [larryh@mercyhouse.net](mailto:larryh@mercyhouse.net); [timothyh@mercyhouse.net](mailto:timothyh@mercyhouse.net); [Jamesb@mercyhouse.net](mailto:Jamesb@mercyhouse.net); Ian Stevenson ([ian@wearetrellis.com](mailto:ian@wearetrellis.com)) <[ian@wearetrellis.com](mailto:ian@wearetrellis.com)>; [terry@wearetrellis.com](mailto:terry@wearetrellis.com); [isabel@wearetrellis.com](mailto:isabel@wearetrellis.com); [rzeulner@gracefellowshipchurch.org](mailto:rzeulner@gracefellowshipchurch.org); [nbasmacyan@newportbeachca.gov](mailto:nbasmacyan@newportbeachca.gov); Mike McGlinn ([mmcglinn@shareourselves.org](mailto:mmcglinn@shareourselves.org)) <[mmcglinn@shareourselves.org](mailto:mmcglinn@shareourselves.org)>; [lindahmiles@me.com](mailto:lindahmiles@me.com); [lindahmiles@mac.com](mailto:lindahmiles@mac.com); [Monica.Vargas@ocpubdef.com](mailto:Monica.Vargas@ocpubdef.com); [afiler@clsocal.org](mailto:afiler@clsocal.org); Pastor Phil Lighthouse <[theeyskens@aol.com](mailto:theeyskens@aol.com)>; [valerie.carter@citynet.org](mailto:valerie.carter@citynet.org); David Wetzel <[davidw@spinoc.org](mailto:davidw@spinoc.org)>; [ladeshiag@spinoc.org](mailto:ladeshiag@spinoc.org) <[ladeshiag@spinoc.org](mailto:ladeshiag@spinoc.org)>; Yuri Malinsky <[ymalinsky@clchc.org](mailto:ymalinsky@clchc.org)>; [nmohendra@families-forward.org](mailto:nmohendra@families-forward.org); Celso Fuentes <[celso.f@projecthopealliance.org](mailto:celso.f@projecthopealliance.org)>; Shelby Feliciano-Sabala <[shelby.fs@projecthopealliance.org](mailto:shelby.fs@projecthopealliance.org)>; Rodriguez, McKenzie <[mckenzie.rodriguez@caloptima.org](mailto:mckenzie.rodriguez@caloptima.org)>; BRUMBAUGH, MIKE <[MIKE.BRUMBAUGH@costamesaca.gov](mailto:MIKE.BRUMBAUGH@costamesaca.gov)>; NELSON, CHRISTINA <[Christina.Nelson@costamesaca.gov](mailto:Christina.Nelson@costamesaca.gov)>; EHRIG, STEPHANI <[stephani.ehrig@costamesaca.gov](mailto:stephani.ehrig@costamesaca.gov)>; GHAZNAVI, AMEERAH <[AMEERAH.GHAZNAVI@costamesaca.gov](mailto:AMEERAH.GHAZNAVI@costamesaca.gov)>; MINKEY, MOLLY <[MOLLY.MINIKEY@costamesaca.gov](mailto:MOLLY.MINIKEY@costamesaca.gov)>; MUN, JAMES <[JAMES.MUN@costamesaca.gov](mailto:JAMES.MUN@costamesaca.gov)>; NIELSEN, ROSEMARY <[ROSEMARY.NIELSEN@costamesaca.gov](mailto:ROSEMARY.NIELSEN@costamesaca.gov)>; [reina@wearetrellis.com](mailto:reina@wearetrellis.com)  
**Cc:** DAILY, MIKELLE <[MIKELLE.DAILY@costamesaca.gov](mailto:MIKELLE.DAILY@costamesaca.gov)>; ROBBINS, NATE <[NATE.ROBBINS@costamesaca.gov](mailto:NATE.ROBBINS@costamesaca.gov)>; BEGIN, JOHN <[JOHN.BEGIN@costamesaca.gov](mailto:JOHN.BEGIN@costamesaca.gov)>  
**Subject:** Special Event: Housing & Community Public Meeting

Dear Community Providers,

I hope this message finds you well. As part of the City of Costa Mesa's efforts to address housing and community development needs, we are currently developing our 5-year Consolidated Plan, which will guide the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds.

We would greatly value your input on the housing and community priorities for our city. Public participation is essential in shaping how these funds will be allocated, and we encourage you to attend one of the upcoming public meetings to share your insights:

## Appendices

### Appendix A: Summary of Public Outreach

Here is the September 27 edition of the City Hall Snapshot

#### Help the City develop a five-year strategic plan on federal funding programs



**YOU'RE INVITED!**  
**HOUSING & COMMUNITY  
PUBLIC MEETINGS**

**FREE!**  
FOOD &  
REFRESHMENTS

**Information about the:**

**Consolidated Plan**  
A 5-year strategic plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds to meet the housing and community needs for the City of Costa Mesa.

**Public Meetings**  
Residents and stakeholders are invited to provide input on the housing and community priorities for the use of CDBG and HOME program funds.

Public participation is important at community meetings. If you need accommodations, or require language interpreting services, please contact Mikelle Daily at least 48 hours prior to the meeting.

**CONTACT INFORMATION:**

MIKELLE.DAILY@COSTAMESACA.GOV  
714-754-5678

[www.costamesaca.gov](http://www.costamesaca.gov)

**Meeting Dates**

**1st Public Meeting**  
1:30 PM  
Thursday, October 10  
Costa Mesa Senior Center  
695 W 19th Street

**2nd Public Meeting**  
6:00 PM  
Thursday, October 24  
Norma Hertzog Center  
1845 Park Ave

**SCAN THE QR  
CODE TO TAKE  
THE SURVEY**



**¡ESTÁS INVITADO!**  
**REUNIONES PÚBLICAS  
SOBRE VIVIENDA Y COMUNIDAD**

**¡Comida y  
Refrescos  
Gratis!**

**Información sobre:**

**Plan Consolidado**  
Un plan estratégico de 5 años para el uso de fondos de Community Development Block Grant (CDBG) y HOME Investment Partnership (HOME) para satisfacer las necesidades de vivienda y comunidad de la ciudad de Costa Mesa.

**Reuniones públicas**  
Se invita a los residentes y partes interesadas a brindar sus comentarios sobre las prioridades de vivienda y comunidad para el uso de los fondos del programa CDBG y HOME.

La participación pública es importante en las reuniones comunitarias. Si necesita adaptaciones o necesita servicios de interpretación de idiomas, comuníquese con Mikelle Daily al menos 48 horas antes de la reunión.

**INFORMACIÓN DE CONTACTO:**

MIKELLE.DAILY@COSTAMESACA.GOV

**Fechas de Reuniones**

**1er Encuentro Público**  
1:30 PM  
Jueves 10 de octubre  
Costa Mesa Senior Center  
695 W 19th Street

**2da Reunión Pública**  
6:00 PM  
Jueves 24 de octubre  
Norma Hertzog Center  
1845 Park Ave

## Appendices

### Appendix A: Summary of Public Outreach

#### Stakeholder Meeting Attendance:

Name	Organization	District	Email
Vanessa Bragg	Human Options		<a href="mailto:vbragg@humanoptions.org">vbragg@humanoptions.org</a>
Jay Humphrey	Resident	1	<a href="mailto:jvhumphrey@att.net">jvhumphrey@att.net</a>
Garrett Whitfield	GSW Development Inc.	6	<a href="mailto:gwhitfield@gmail.com">gwhitfield@gmail.com</a>
Dianne Russell	Resident	5	<a href="mailto:Dianne.russell@gmail.com">Dianne.russell@gmail.com</a>
Cynthia McDonald	Costa Mesa First	2	<a href="mailto:cmcdonald@gmail.com">cmcdonald@gmail.com</a>
Rick Huffman	Costa Mesa First	2	<a href="mailto:huffmanrj@gmail.com">huffmanrj@gmail.com</a>
David Martinez	Planning Commission	5	<a href="mailto:David.martinez@costamesca.gov">David.martinez@costamesca.gov</a>
Terry Moore	Trellis	3	<a href="mailto:Terry@wearetrellis.com">Terry@wearetrellis.com</a>
Timothy Huynh	Mercy House		<a href="mailto:timothyh@mercyhouse.net">timothyh@mercyhouse.net</a>
Sarah Heath	OC United Way/Resident	5	<a href="mailto:sarahh@unitedwayoc.org">sarahh@unitedwayoc.org</a>
James Johnson	City Ventures LLC		<a href="mailto:jjohnson@cityventures.com">jjohnson@cityventures.com</a>
Rose Bermudez	Families Forward		<a href="mailto:rbermudez@families-forward.org">rbermudez@families-forward.org</a>
Alejandro Santiago	OC United Way	5	<a href="mailto:alejandros@unitedwayoc.org">alejandros@unitedwayoc.org</a>
Ian Stevenson	Trellis/Love Costa Mesa	3	<a href="mailto:ian@wearetrellis.com">ian@wearetrellis.com</a>
Nishtha Mohendra	Families Forward	5	<a href="mailto:nmohendra@families-forward.org">nmohendra@families-forward.org</a>
Darrell Hyne	Nationwide Real Estate		<a href="mailto:Dhyne07@gmail.com">Dhyne07@gmail.com</a>

#### September 26, 2024 Health Expo Attendance

District	Number of Residents
District 1	12
District 2	7
District 3	9
District 4	14
District 5	15
District 6	10
Other	2
<b>TOTAL</b>	<b>69</b>

#### October 10, 2024 Community Meeting Attendance

District	Number of Residents	Spanish
District 1	1	0
District 2	2	0
District 3	3	0
District 4	13	2
District 5	5	1
District 6	3	
Other	1	
<b>TOTAL</b>	<b>28</b>	<b>3</b>

#### October 24, 2024 Community Meeting Attendance

District	Number of Votes		Attendees
	English	Spanish	
District 1	48	0	2
District 2	18	20	4
District 3	71	27	7
District 4	100	144	14
District 5	10		1
District 6			
Other	10	17	1
<b>TOTAL</b>	<b>257</b>	<b>208</b>	<b>29</b>

## Appendices

### Appendix A: Summary of Public Outreach

#### Community Meeting Flyers



The flyer features an aerial photograph of a residential neighborhood in the background. In the top left corner is the official seal of the City of Costa Mesa, which includes the text 'CITY OF COSTA MESA', 'INCORPORATED 1953', and 'COSTA MESA, CALIFORNIA'. The main title 'YOU'RE INVITED!' is in large, bold, black letters, followed by 'HOUSING & COMMUNITY PUBLIC MEETINGS' in a slightly smaller bold font. A blue starburst graphic on the right side contains the text 'FREE! FOOD & REFRESHMENTS'. Below the title, a dark blue banner reads 'Information about the:'. The flyer is divided into two main columns. The left column contains the 'Consolidated Plan' section, which describes a 5-year strategic plan for CDBG and HOME funds, followed by a 'Public Meetings' section inviting residents to provide input. The right column is titled 'Meeting Dates' and lists two meetings: the 1st Public Meeting on Thursday, October 10 at 1:30 PM at the Costa Mesa Senior Center, and the 2nd Public Meeting on Thursday, October 24 at 6:00 PM at the Norma Hertzog Center. A 'CONTACT INFORMATION' section at the bottom left provides an email address and a phone number. A yellow box at the bottom right encourages scanning a QR code to take a survey, with the QR code itself located to the right of the box. The website 'www.costamesaca.gov' is displayed at the very bottom.

**YOU'RE INVITED!**  
**HOUSING & COMMUNITY PUBLIC MEETINGS**

Information about the:

**Consolidated Plan**  
A 5-year strategic plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds to meet the housing and community needs for the City of Costa Mesa.

**Public Meetings**  
Residents and stakeholders are invited to provide input on the housing and community priorities for the use of CDBG and HOME program funds.

Public participation is important at community meetings. If you need accommodations, or require language interpreting services, please contact Mikelle Daily at least 48 hours prior to the meeting.

**CONTACT INFORMATION:**

 [MIKELLE.DAILY@COSTAMESACA.GOV](mailto:MIKELLE.DAILY@COSTAMESACA.GOV)

 **714-754-5678**

[www.costamesaca.gov](http://www.costamesaca.gov)

**Meeting Dates**

**1st Public Meeting**

 **1:30 PM**

 **Thursday, October 10**

 **Costa Mesa Senior Center**  
**695 W 19th Street**

**2nd Public Meeting**

 **6:00 PM**

 **Thursday, October 24**

 **Norma Hertzog Center**  
**1845 Park Ave**

**SCAN THE QR CODE TO TAKE THE SURVEY**





## Appendices

### Appendix A: Summary of Public Outreach

#### Community Meeting Flyers



The flyer is for a public meeting in Costa Mesa, California. It features the city's seal in the top left corner. The main headline is '¡ESTÁS INVITADO!' in large, bold, black letters, followed by 'REUNIONES PÚBLICAS SOBRE VIVIENDA Y COMUNIDAD' in a slightly smaller font. A blue starburst graphic on the right side contains the text '¡Comida y Refrescos Gratis!'. Below the headline, there is a dark blue banner with the text 'Información sobre:'. The flyer is divided into two main columns. The left column is titled 'Plan Consolidado' and describes a 5-year strategic plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. It also includes a section for 'Reuniones públicas' (Public Meetings) inviting residents to provide input on housing and community priorities. The right column is titled 'Fechas de Reuniones' (Meeting Dates) and lists two public meetings: the '1er Encuentro Público' (1st Public Meeting) on Thursday, October 10, at 1:30 PM at the Costa Mesa Senior Center, and the '2da Reunión Pública' (2nd Public Meeting) on Thursday, October 24, at 6:00 PM at the Norma Hertzog Center. At the bottom left, there is contact information for Mikelle Daily, including an email address and a phone number. At the bottom right, there is a yellow button that says 'ESCANEA EL CÓDIGO QR PARA REALIZAR LA ENCUESTA' (Scan the QR code to take the survey) next to a QR code. The website address 'www.costamesaca.gov' is displayed at the bottom center.

**¡ESTÁS INVITADO!**  
REUNIONES PÚBLICAS  
SOBRE VIVIENDA Y COMUNIDAD

¡Comida y Refrescos Gratis!

Información sobre:

**Plan Consolidado**  
Un plan estratégico de 5 años para el uso de fondos de Community Development Block Grant (CDBG) y HOME Investment Partnership (HOME) para satisfacer las necesidades de vivienda y comunidad de la ciudad de Costa Mesa.

**Reuniones públicas**  
Se invita a los residentes y partes interesadas a brindar sus comentarios sobre las prioridades de vivienda y comunidad para el uso de los fondos del programa CDBG y HOME.

La participación pública es importante en las reuniones comunitarias. Si necesita adaptaciones o necesita servicios de interpretación de idiomas, comuníquese con Mikelle Daily al menos 48 horas antes de la reunión.

**Fechas de Reuniones**

**1er Encuentro Público**  
🕒 1:30 PM  
📅 jueves 10 de octubre  
📍 Costa Mesa Senior Center  
695 W 19th Street

**2da Reunión Pública**  
🕒 6:00 PM  
📅 jueves 24 de octubre  
📍 Norma Hertzog Center  
1845 Park Ave

**INFORMACIÓN DE CONTACTO:**

✉️ MIKELLE.DAILY@COSTAMESACA.GOV

📞 714-754-5678

[www.costamesaca.gov](http://www.costamesaca.gov)

ESCANEA EL CÓDIGO QR PARA REALIZAR LA ENCUESTA



## Appendices

### Appendix A: Summary of Public Outreach

#### Stakeholder Meeting Flyer

**YOU'RE INVITED!**  
**HOUSING & COMMUNITY**  
**STAKEHOLDER**  
**MEETING**

Information about the:

**Consolidated Plan**  
A 5-year strategic plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds to meet the housing and community needs for the City of Costa Mesa.

**Stakeholder Meeting**  
The City of Costa Mesa receives CDBG and HOME funds each year for housing and community development projects. Community members, housing professionals, and service providers are invited to provide input to help set priorities for the use of CDBG and HOME funding for the next five years.

**Meeting Information**

**1st Public Meeting**  
🕒 9:00 AM  
📅 Tuesday, October 29  
📍 Costa Mesa City Hall  
Community Room  
77 Fair Drive  
Costa Mesa, CA

FOR ADDITIONAL INFORMATION,  
CONTACT MIKELLE DAILY:

✉️ MIKELLE.DAILY@COSTAMESACA.GOV

📞 714-754-5678

[www.costamesaca.gov](http://www.costamesaca.gov)

SCAN THE QR  
CODE TO TAKE  
THE SURVEY



## Appendices

### Appendix A: Summary of Public Outreach

Here is the November 15 edition of the City Hall Snapshot

#### **Crowd shows up at Norma Hertzog center to participate in planning for HUD housing funds**



Starting at the end of September 2024, the Housing and Community Development Division started its consolidated planning process.

We solicited feedback from residents at the Senior Center Knowledge and Health Fair Expo, holding two community meetings, one stakeholder meeting, and launching a survey to receive feedback on how to spend future grant funds for housing and community development.

Attendance at the community meetings, stakeholder meeting and Health Expo combined totaled 142 residents who cast over 1,000 votes for eligible categories of funding (affordable housing development, affordable housing services, businesses and jobs, neighborhood services, special needs services, community facilities, public services and infrastructure improvement).

We have received 68 responses to the survey, which will remain open until February 15, 2025. Here is a link to the survey: <https://www.surveymonkey.com/r/CDHV9ZF>.

# Appendices

## Appendix A: Summary of Public Outreach



Survey

Consolidated Plan

COSTA MESA

Appendix A-8

# Appendices

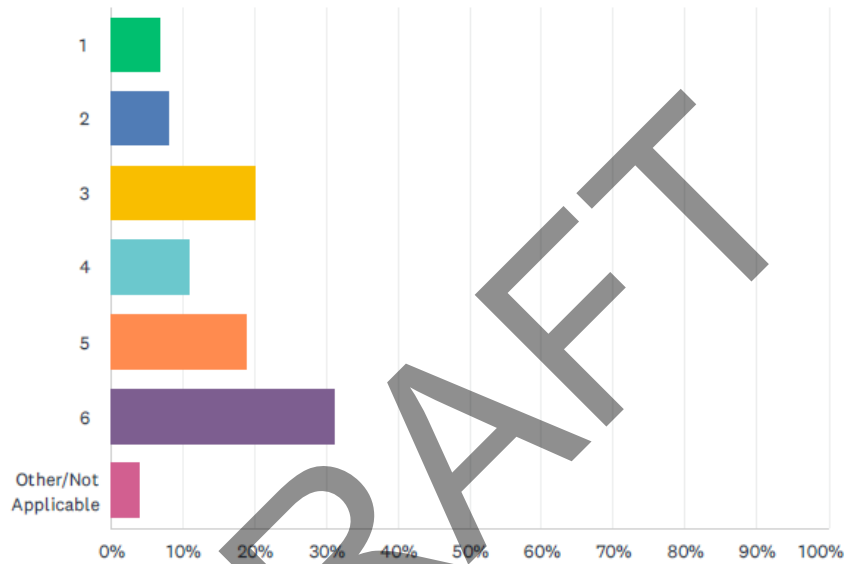
## Appendix A: Summary of Public Outreach

### Survey

#### Housing and Community Needs Assessment for City Residents

#### Q1 In which Council District do you live?

Answered: 74 Skipped: 11



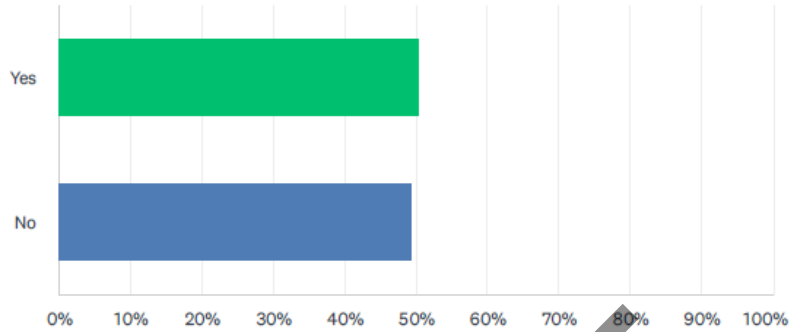
ANSWER CHOICES	RESPONSES	
1	6.76%	5
2	8.11%	6
3	20.27%	15
4	10.81%	8
5	18.92%	14
6	31.08%	23
Other/Not Applicable	4.05%	3
TOTAL		74

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### Appendix A: Summary of Public Outreach

#### Q2 Are you a Senior? (62+)

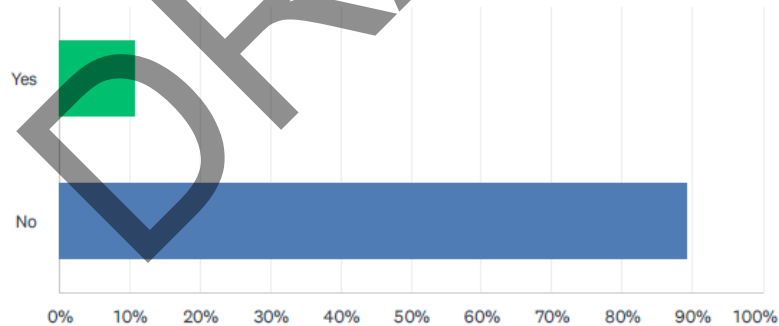
Answered: 85 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	50.59%	43
No	49.41%	42
TOTAL		85

#### Q3 Do you have a disability?

Answered: 85 Skipped: 0



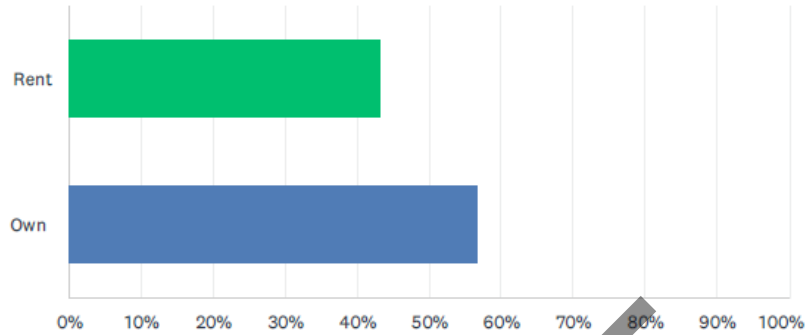
ANSWER CHOICES	RESPONSES	
Yes	10.59%	9
No	89.41%	76
TOTAL		85

## Appendices

### Appendix A: Summary of Public Outreach

#### Q4 Do you rent or own your home?

Answered: 83 Skipped: 2



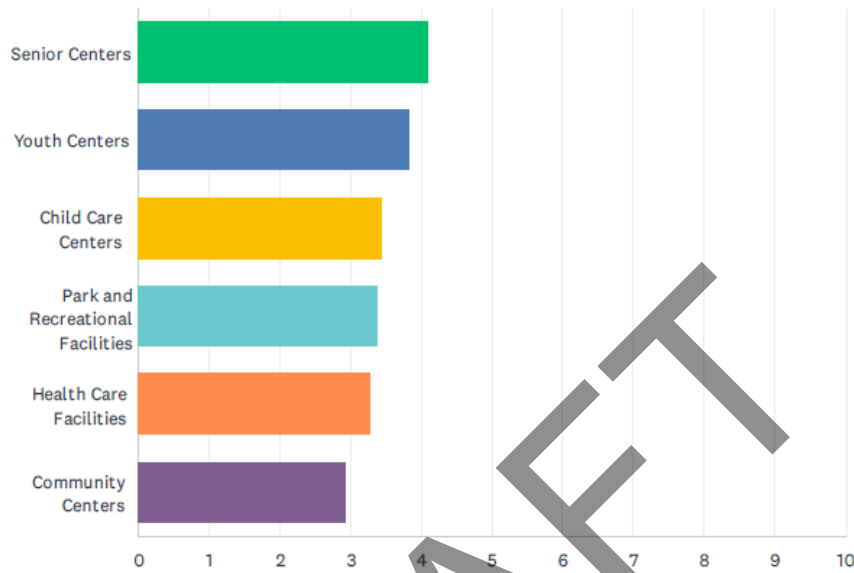
ANSWER CHOICES	RESPONSES	
Rent	43.37%	36
Own	56.63%	47
TOTAL		83

## Appendices

### Appendix A: Summary of Public Outreach

Q5 Need for Community Facilities. Rank the following in order of importance to the community. (1 = lowest, 6 = highest)

Answered: 85 Skipped: 0



	1	2	3	4	5	6	TOTAL	SCORE
Senior Centers	27.06% 23	17.65% 15	20.00% 17	14.12% 12	15.29% 13	5.88% 5	85	4.09
Youth Centers	14.12% 12	21.18% 18	23.53% 20	21.18% 18	15.29% 13	4.71% 4	85	3.84
Child Care Centers	12.94% 11	17.65% 15	12.94% 11	25.88% 22	18.82% 16	11.76% 10	85	3.45
Park and Recreational Facilities	20.00% 17	17.65% 15	11.76% 10	10.59% 9	12.94% 11	27.06% 23	85	3.40
Health Care Facilities	16.47% 14	12.94% 11	15.29% 13	15.29% 13	17.65% 15	22.35% 19	85	3.28
Community Centers	9.41% 8	12.94% 11	16.47% 14	12.94% 11	20.00% 17	28.24% 24	85	2.94

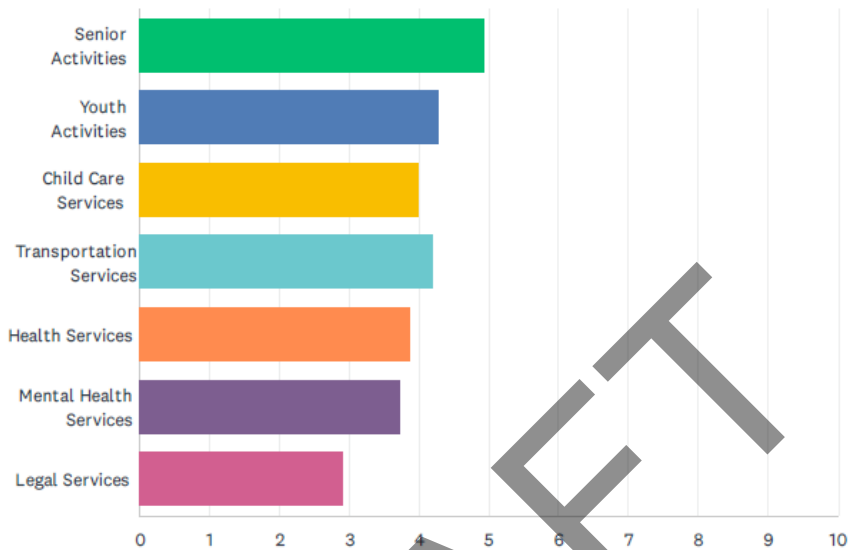


## Appendices

### Appendix A: Summary of Public Outreach

Q6 Need for Community Services. Rank in order of importance to the community. (1 = lowest, 7 = highest)

Answered: 82 Skipped: 3



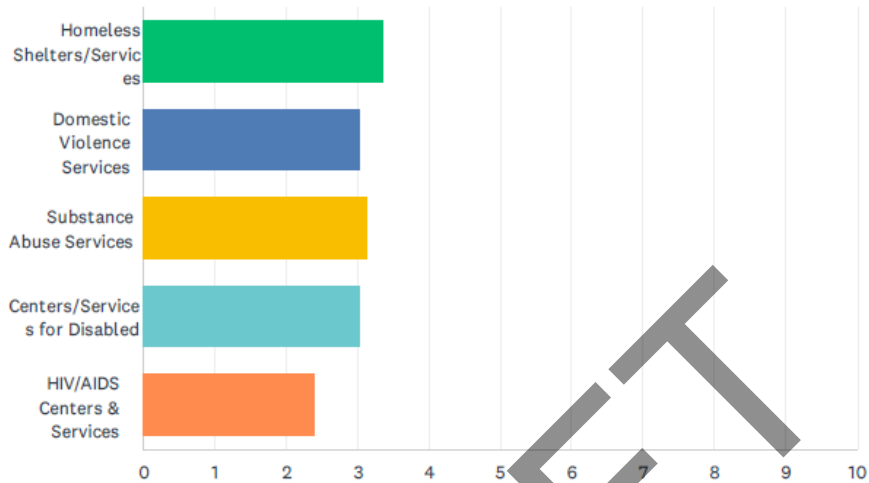
	1	2	3	4	5	6	7	TOTAL	SCORE
Senior Activities	30.49% 25	14.63% 12	12.20% 10	20.73% 17	9.76% 8	8.54% 7	3.66% 3	82	4.95
Youth Activities	12.20% 10	21.95% 18	18.29% 15	9.76% 8	17.07% 14	9.76% 8	10.98% 9	82	4.29
Child Care Services	9.76% 8	13.41% 11	20.73% 17	15.85% 13	12.20% 10	19.51% 16	8.54% 7	82	4.00
Transportation Services	12.20% 10	18.29% 15	17.07% 14	15.85% 13	10.98% 9	17.07% 14	8.54% 7	82	4.20
Health Services	9.76% 8	10.98% 9	12.20% 10	17.07% 14	30.49% 25	14.63% 12	4.88% 4	82	3.89
Mental Health Services	17.07% 14	13.41% 11	6.10% 5	10.98% 9	13.41% 11	20.73% 17	18.29% 15	82	3.74
Legal Services	8.54% 7	7.32% 6	13.41% 11	9.76% 8	6.10% 5	9.76% 8	45.12% 37	82	2.93

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### Appendix A: Summary of Public Outreach

Q7 Need for Services for Special Needs Populations. Rank in order of importance to the community. (1 = lowest, 5 = highest)

Answered: 81 Skipped: 4



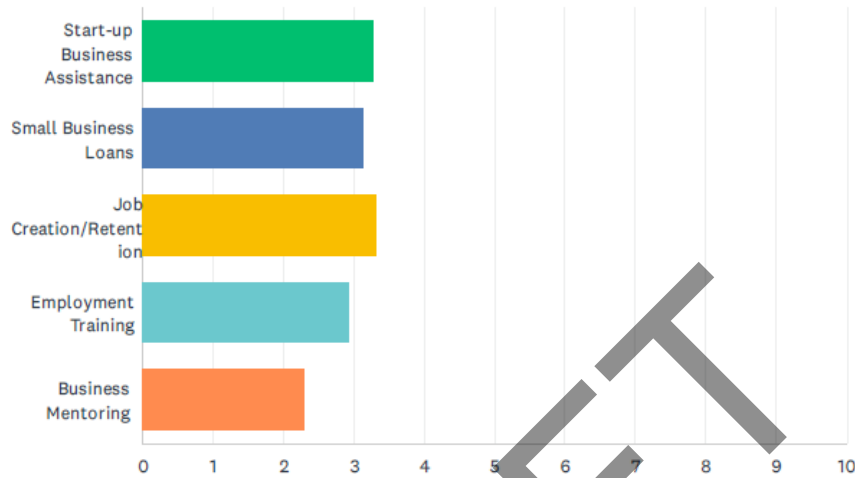
	1	2	3	4	5	TOTAL	SCORE
Homeless Shelters/Services	37.04% 30	16.05% 13	16.05% 13	8.64% 7	22.22% 18	81	3.37
Domestic Violence Services	6.17% 5	32.10% 26	30.86% 25	22.22% 18	8.64% 7	81	3.05
Substance Abuse Services	13.58% 11	27.16% 22	24.69% 20	28.40% 23	6.17% 5	81	3.14
Centers/Services for Disabled	20.99% 17	17.28% 14	20.99% 17	27.16% 22	13.58% 11	81	3.05
HIV/AIDS Centers & Services	22.22% 18	7.41% 6	7.41% 6	13.58% 11	49.38% 40	81	2.40

## Appendices

### Appendix A: Summary of Public Outreach

Q8 Need for Business Development & Jobs. Rank in order of importance to the community. (1 = lowest, 5 = highest)

Answered: 76 Skipped: 9



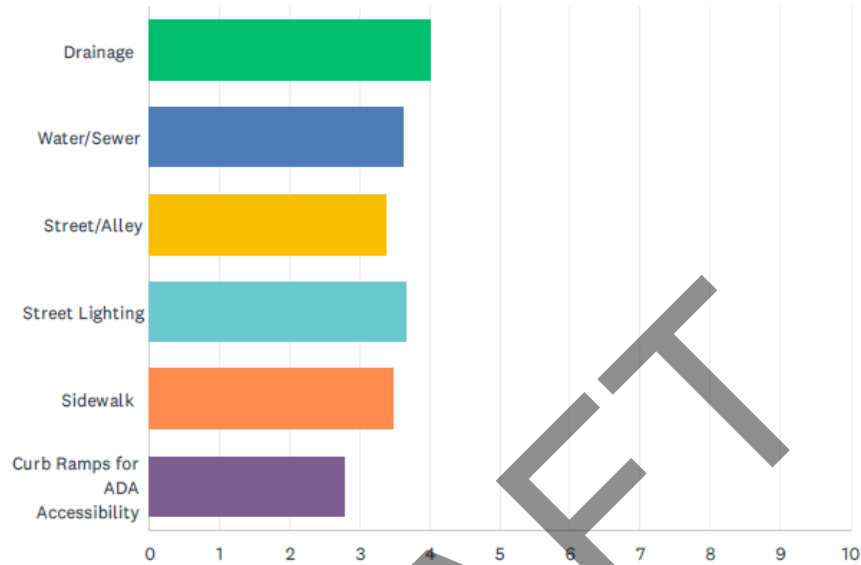
	1	2	3	4	5	TOTAL	SCORE
Start-up Business Assistance	23.68% 18	21.05% 16	23.68% 18	22.37% 17	9.21% 7	76	3.28
Small Business Loans	18.42% 14	25.00% 19	25.00% 19	15.79% 12	15.79% 12	76	3.14
Job Creation/Retention	25.00% 19	27.63% 21	13.16% 10	23.68% 18	10.53% 8	76	3.33
Employment Training	17.11% 13	18.42% 14	25.00% 19	21.05% 16	18.42% 14	76	2.95
Business Mentoring	15.79% 12	7.89% 6	13.16% 10	17.11% 13	46.05% 35	76	2.30

## Appendices

### Appendix A: Summary of Public Outreach

Q9 Need for Residential Infrastructure. Rank in order of importance to the community. (1 = lowest, 6 = highest)

Answered: 80 Skipped: 5



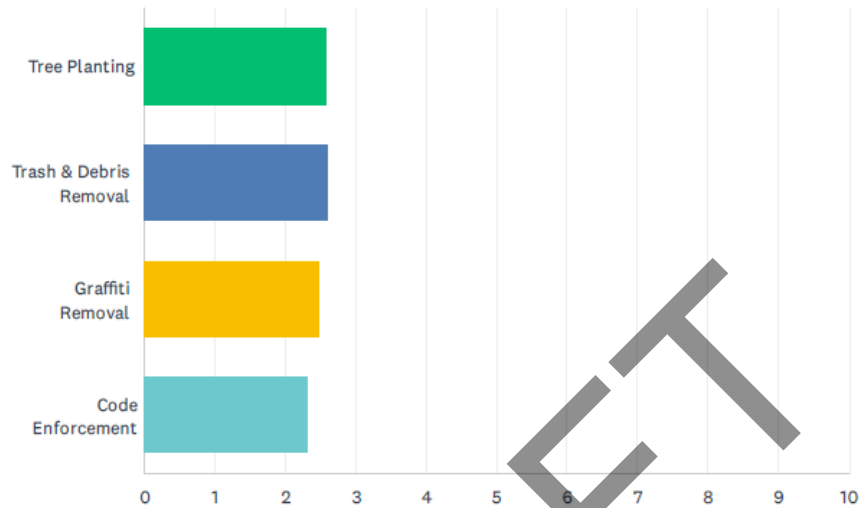
	1	2	3	4	5	6	TOTAL	SCORE
Drainage	25.00% 20	20.00% 16	20.00% 16	12.50% 10	13.75% 11	8.75% 7	80	4.04
Water/Sewer	10.00% 8	25.00% 20	17.50% 14	23.75% 19	12.50% 10	11.25% 9	80	3.63
Street/Alley	15.00% 12	8.75% 7	23.75% 19	20.00% 16	17.50% 14	15.00% 12	80	3.39
Street Lighting	15.00% 12	22.50% 18	12.50% 10	23.75% 19	17.50% 14	8.75% 7	80	3.67
Sidewalk	18.75% 15	16.25% 13	12.50% 10	11.25% 9	30.00% 24	11.25% 9	80	3.49
Curb Ramps for ADA Accessibility	16.25% 13	7.50% 6	13.75% 11	8.75% 7	8.75% 7	45.00% 36	80	2.79

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### Appendix A: Summary of Public Outreach

Q10 Need for Neighborhood Services. Rank in order of importance to the community. (1 = lowest, 4 = highest)

Answered: 70 Skipped: 15



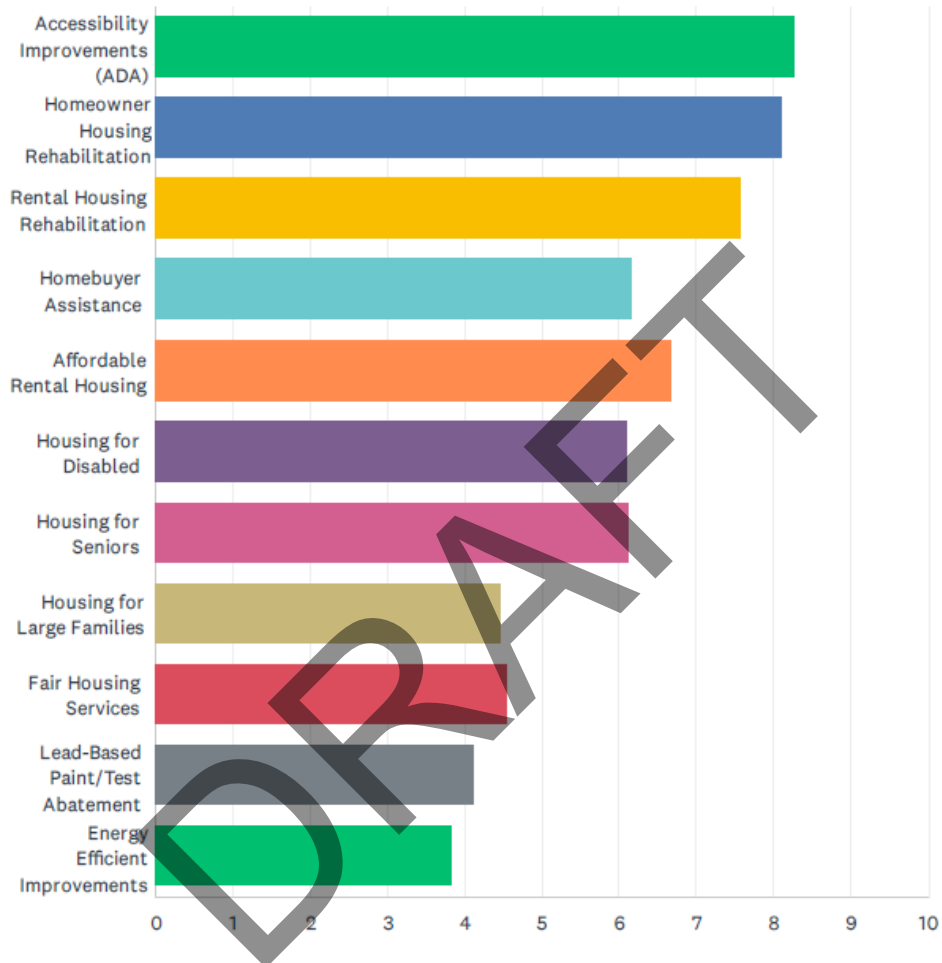
	1	2	3	4	TOTAL	SCORE
Tree Planting	35.71% 25	14.29% 10	22.86% 16	27.14% 19	70	2.59
Trash & Debris Removal	22.86% 16	34.29% 24	22.86% 16	20.00% 14	70	2.60
Graffiti Removal	21.43% 15	24.29% 17	35.71% 25	18.57% 13	70	2.49
Code Enforcement	20.00% 14	27.14% 19	18.57% 13	34.29% 24	70	2.33

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### Appendix A: Summary of Public Outreach

Q11 Need for Affordable Housing. Rank in order of importance to the community. (1 = lowest, 11 = highest)

Answered: 83 Skipped: 2



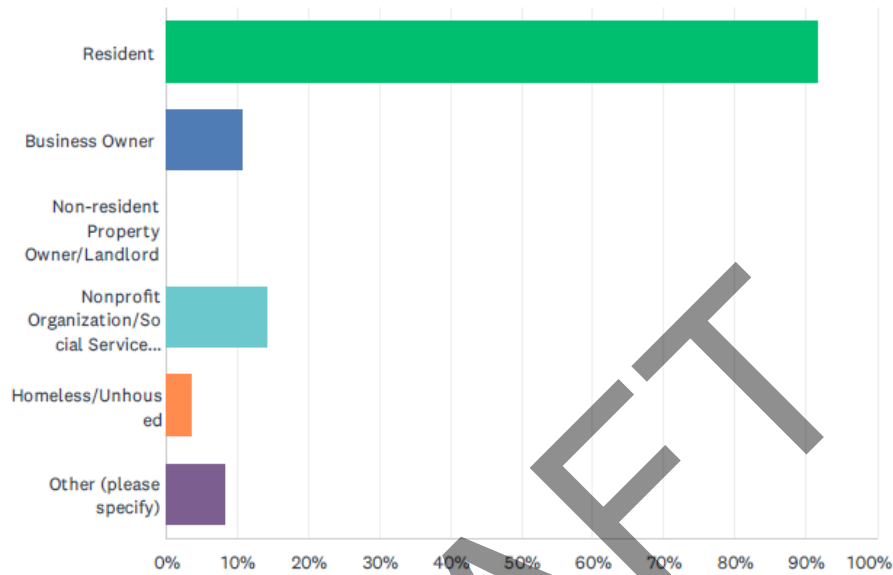


## Appendices

### Appendix A: Summary of Public Outreach

Q12 Which of the following best describes you or your role in the community

Answered: 84 Skipped: 1



ANSWER CHOICES	RESPONSES	
Resident	91.67%	77
Business Owner	10.71%	9
Non-resident Property Owner/Landlord	0.00%	0
Nonprofit Organization/Social Service Provider	14.29%	12
Homeless/Unhoused	3.57%	3
Other (please specify)	8.33%	7
Total Respondents: 84		

## Appendices

### Appendix A: Summary of Public Outreach

Written responses to survey question 13 “Please describe any other needs or concerns you have about the city that haven’t been addressed in this survey”.

Respondents	Responses
1	Lack of affordable housing options for homeless
2	City permit/inspection process needs improvement with execution and efficiency. The whole process for construction projects takes far too long
3	Soccer fields. Easier permit process for home improvement
4	Crime
5	Street repairs due to increase number of trucks, especially the different trash trucks
6	What will empower the most residents to care for themselves and each other?
7	The cleanliness of the city. The sidewalks are dirty. Trash in the streets.
8	Graffiti removal services and hotline
9	Repeal sanctuary city proclamation
10	More housing and better streets for more transportation
11	Way too many “legal” drug facilities. Stop building all these houses – enough is enough.
12	Homeless off the streets – 100%
13	Homeless encampments. Very little enforcement
14	Public patrol in neighborhoods. Police response time. Enforcement of laws.
15	Roads! Major issue with more housing/good schools
16	Increased police presence and staffing
17	We need more bike lanes
18	Drug addiction
19	Another dog park
20	19 <sup>th</sup> street and the Placentia bike lanes are terrible and need to be fixed. The back-up on 19 <sup>th</sup> is the worst now that you have taken away a lane and added a light. The bike lanes are too big and the road to drive is too small.
21	homelessness
22	Pot hole fixes, repaving needed on Mendoza street
23	Rents are higher than mortgages and not affordable
24	General cleanliness and pride in the neighborhoods. There is a lot of trash and debris everywhere. Illegal parking all through Eastside and a seeming lack of pride from the renters in large street duplexes/units.
25	Too many homeless drug users everywhere
26	Law enforcement presence
27	Clearly marked bicycle lanes
28	Must there be so many Marijuana dispensaries? I would like to see less of these. Also, there needs to be a plan for income-based housing for seniors. Affordable housing is still expensive for people on social security.
29	Missing middle housing. Street safety improvements (slow the cars). Active transportation infrastructure.
30	Traffic law enforcement. Stop signs, residential speeding/burnouts, late night takeovers on the freeway (55).

## Appendices

### Appendix A: Summary of Public Outreach

31	Allow homeowners to replace parkway strip trees without the penalty of having to provide additional trees to the city for planning elsewhere
32	Need more housing supply at all income levels; also need more public transportation
33	Gentrification
34	Illegal drug use, crime, homeless and enforcement of driving laws
35	The homeless issue (them sleeping on the street) needs to be fixed
36	Graffiti keeps popping up around the neighborhoods
37	1.5 million is just not enough money. I am interested as to whether we could pursue some more grants or something we need a huge investment and some gracious donors to really build this city up and fortify us. We are on the brink of some very dangerous things happening and Costa Mesa is a beautiful place that can outlive some of the disasters on her verge if we really dig in.
38	Policing of homeless
39	El alto costo de la renta y lo sucio de la calles por no levantar la Popo de sus perros
40	Rental Registry
41	Para con la pandillas de los jóvenes en las calles y con los hombres
42	We need more enforcement of the traffic laws. The streets are getting more dangerous with people running red lights and stop signs. There is a lot more traffic because of all of the large apartment complexes being built and not enough of a focus on the hazards creating the added traffic.
43	More community "3 <sup>rd</sup> places" to use for residents needed.
44	Parking and density with ADUs
45	Seguridad
46	More safe/secure bicycle places for locking
47	Better walking accessibility, clean sidewalks, safer crosswalks
48	Control de parking por vivienda
49	Reduce pot shops and homelessness
50	Food insecurity
51	End the sober living business, hold slumlords accountable for poor living conditions and degrading properties, beautify Baker Street with islands and trees like Fairview, 17 <sup>th</sup> , and Harbor Blvd.
52	Building More Housing

## Appendices

### Appendix A: Summary of Public Outreach

#### Summary of Comments

##### *Community Workshop October 10, 2024*

Resident Name/Initial	Comments/Priorities
Vickie Marie Rapier	Canyon Park needs a restroom
	Parking near Vanguard and Civic Center
M.O.	Neff Park Improvements
Lupita, homelessness provider	Gang Intervention
Fair Housing Foundation	Eviction, slumlord conditions, habitability, rent increase notices
H.S.	Additional monetary support for disabled
S.M.	Maintenance Trees on Westside
	More veterans services
B.O.	Parking problem/working out of garage at Mendoza/Baker
	Better communication for community input
Service Provider in City	More motel vouchers for homeless
	Parking at 18 <sup>th</sup> and Pomona
	More support/coordination of churches and community providers for homeless
	Restroom availability in parks
	Mental health services and providers
	Infrastructure and services for westside of Costa Mesa

##### *Community Workshop October 24, 2025*

Resident Name/Initial	Comments/Priorities
Christian	Funds for legal services – facing evictions – relocation assistance for residents facing evictions
	Utility assistance for homeowners
.	Street improvements – maintenance (Near Target Mesa street)
	Maintenance of parkway – who is responsible
	Tenant assistance for renters protection, audits for living conditions, landlords complying with laws
	Affordable Housing
	Libraries
	Alley on Center Street – Street maintenance for pot holes
	Homeless on Center St. Alley

## Appendices

### Appendix A: Summary of Public Outreach

*Community Workshop October 24, 2025 (continued)*

Resident Name/Initial	Comments/Priorities
	Shalimar and Pomona – high speed cars, need speed bumps
	Gang intervention/drug program
	Valencia Street needs lighting
	Permit parking on Valencia street
	Mission Street/ Mendoza – parking
	Golf course needs nets for golf balls
	Neighborhood security, public safety

*Stakeholder Workshop October 29, 2024*



Housing & Public Service Grant Committee Meeting

*March 5, 2025*

No public comments received

Public Hearing

*May 20, 2025*

No public comments received

# Appendices

## Appendix A: Summary of Public Outreach

Proof of Publications

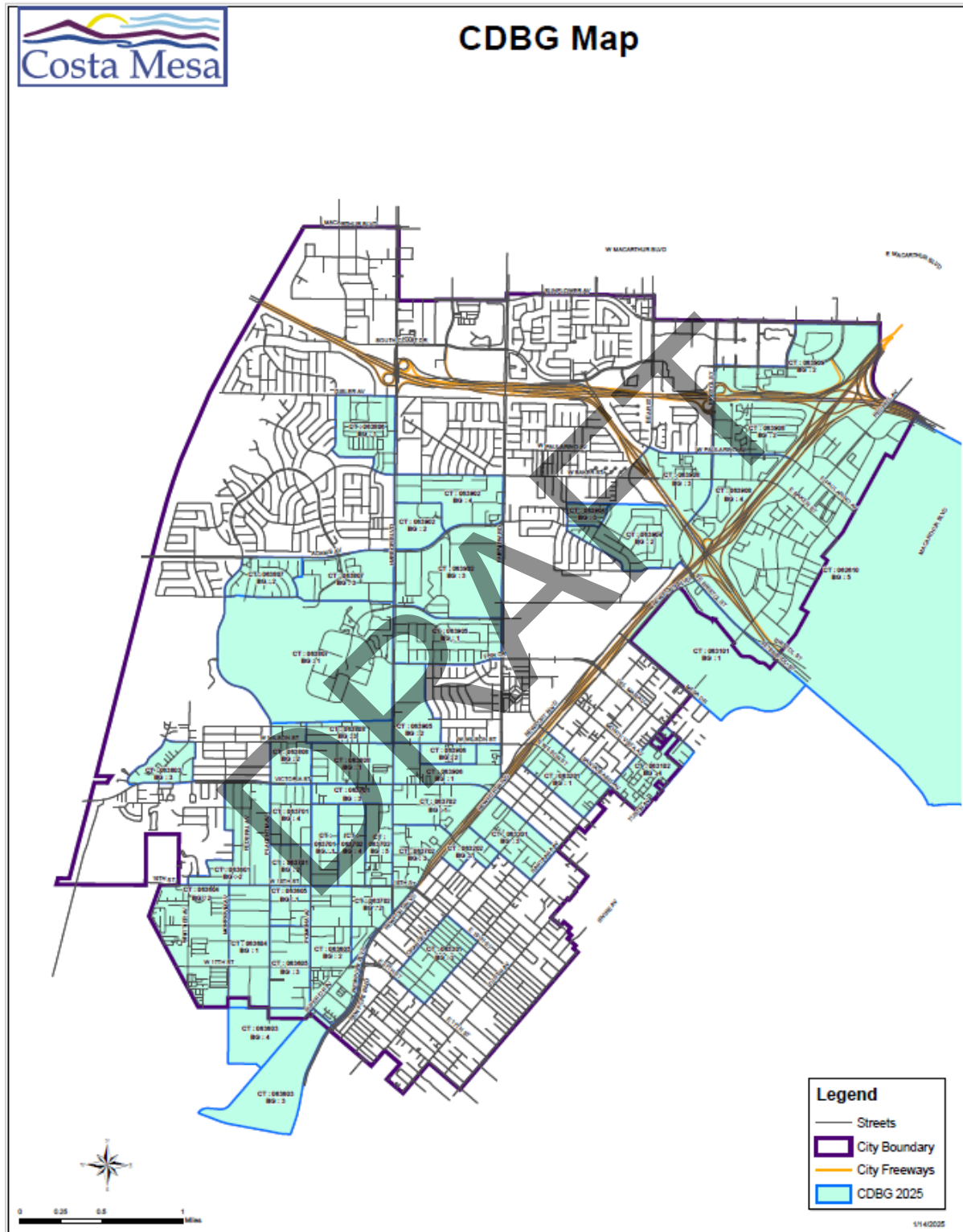
To be attached to final Con Plan

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# Appendices

## Appendix B: Low- and Moderate- Income Areas by Census Tract



# Appendices

## Appendix C: Certifications

To be included in final Consolidate Plan

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# Appendices

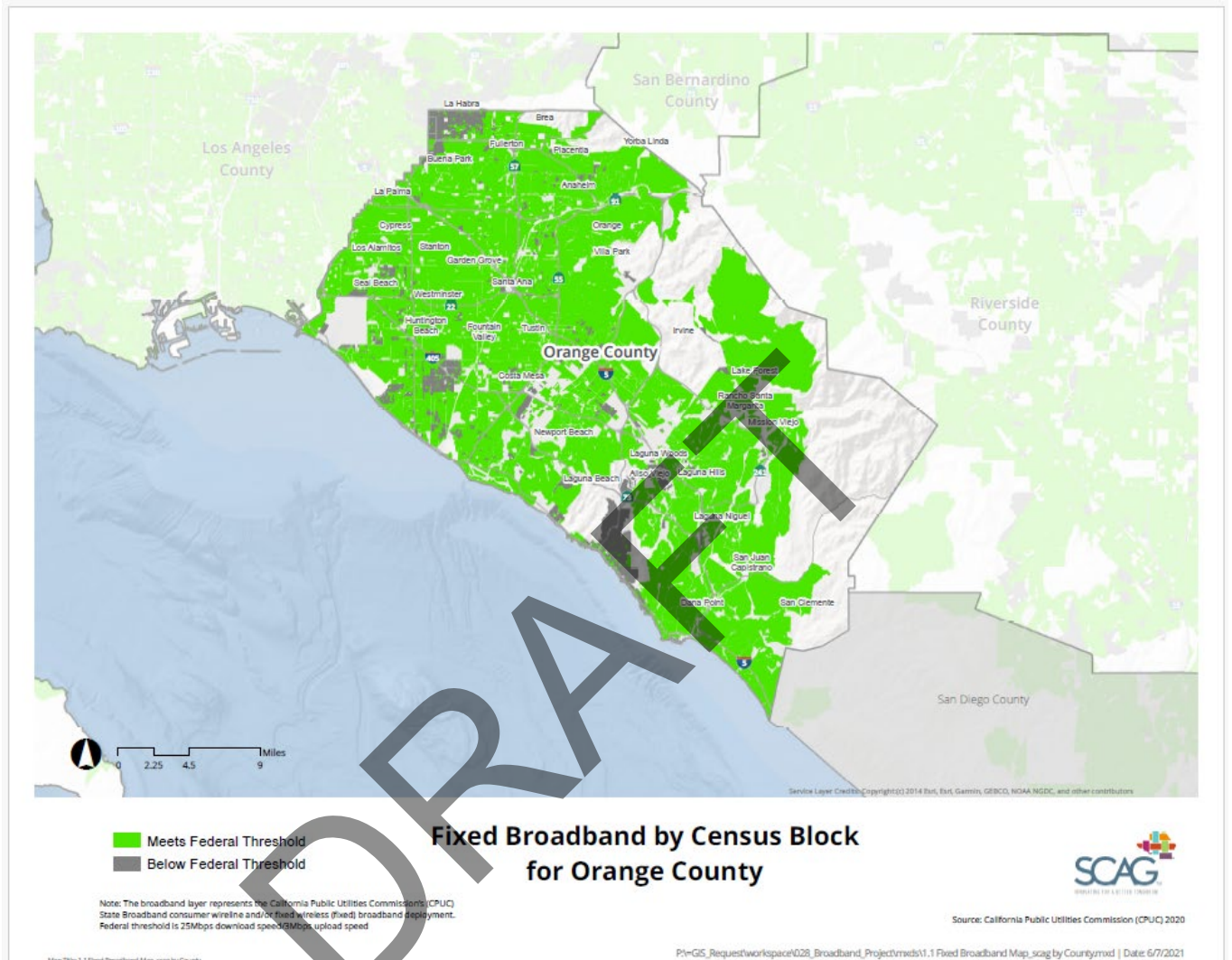
## Appendix D: SF 424 Forms

To be included in final Consolidated Plan

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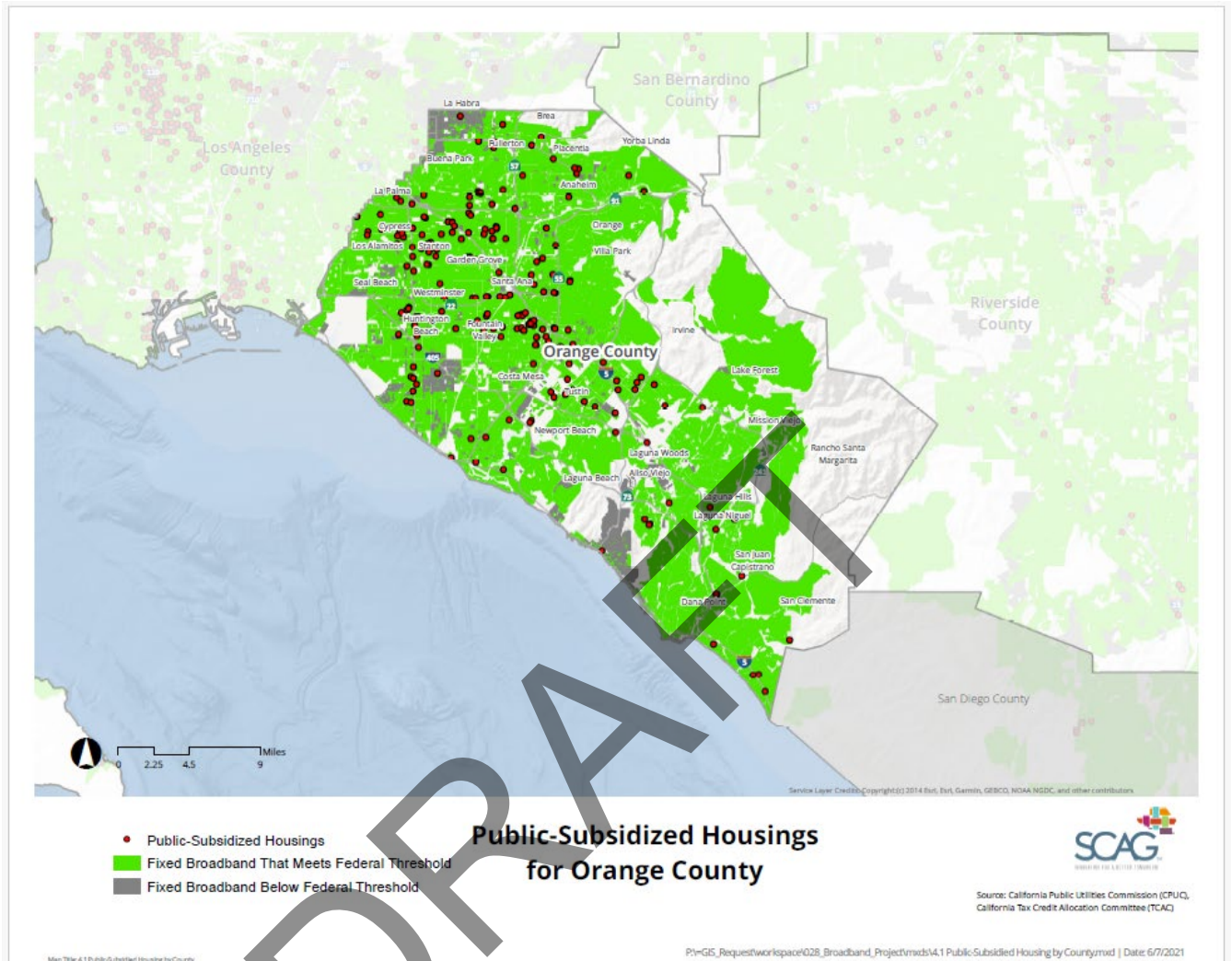
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## Appendix E: Broadband Access Maps



# Appendices

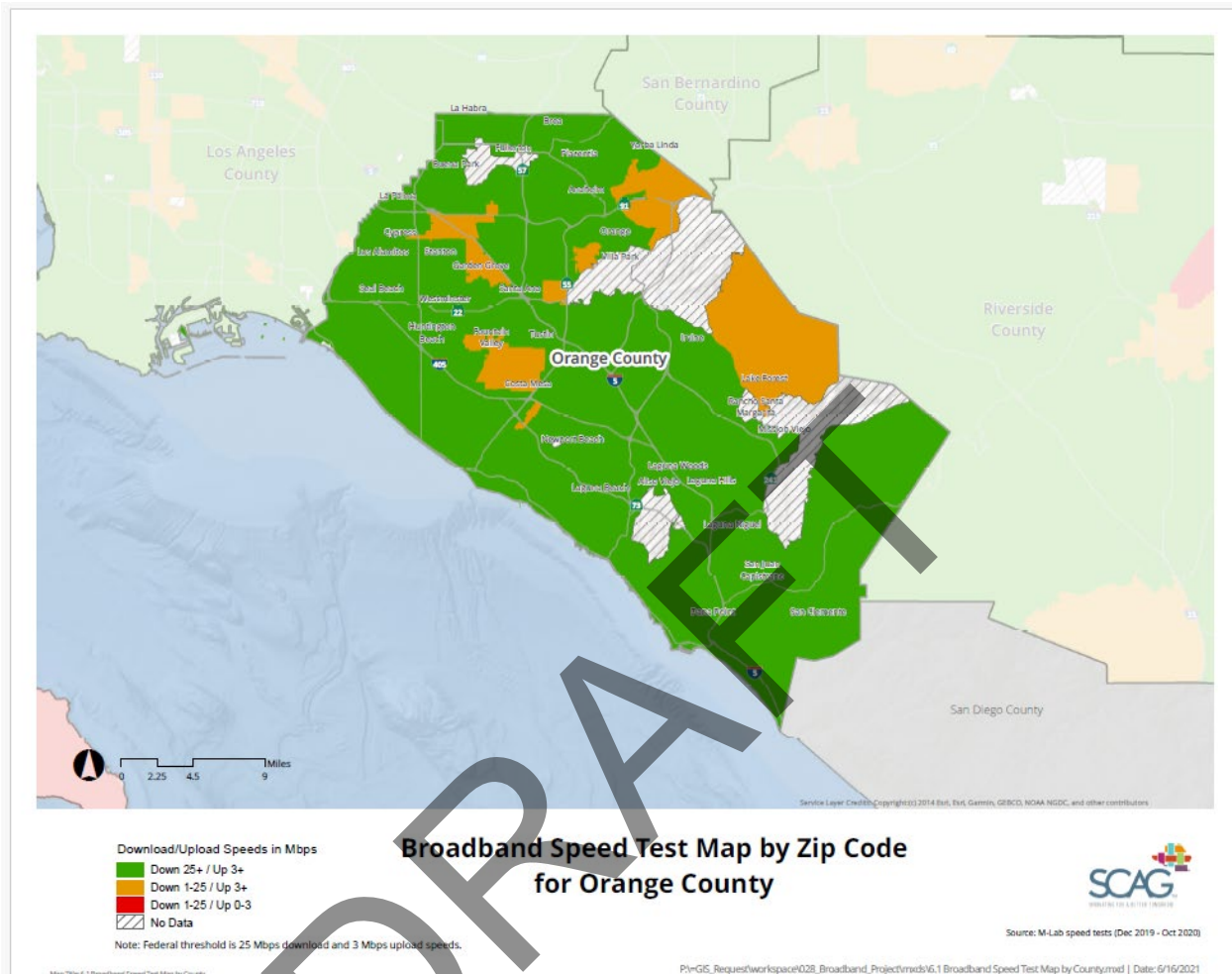
## Appendix E: Broadband Access Maps





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## Appendix E: Broadband Access Maps





## Appendices

### Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing



# Appendices

## Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

### Acknowledgements

Special thanks to all individuals and organizations that contributed to the planning process, including, but not limited to, the following:

The individuals and organizations (including Equus Workforce Solutions, Project Hope Alliance, Alianza Translatinx, Human Options, Illumination Foundation, The Eli Home, The Cambodian Family, and Orange County Families Forward) who attended the in-person and virtual community meetings.

The organizations that participated in the stakeholder interviews and focus groups, including Fair Housing Council of Orange County, Fair Housing Foundation, Orange County Families Forward, Orange County United Way, Family Assistance Ministry, The HUB OC, National Core, NeighborWorks Orange County, Thomas House Family Shelter, Domus Development, Dayle McIntosh Center, CalOptima, and Assistance League of Orange County.

Staff from all jurisdictions that participated in the planning effort, with additional thanks to staff from:

- The Cities of Costa Mesa, La Habra, and Santa Ana, for hosting in-person community meetings.
- The Cities of Anaheim, Aliso Viejo, Buena Park, Fountain Valley, Fullerton, Irvine, San Clemente, Santa Ana, and Rancho Santa Margarita, for advertising the in-person and virtual community meetings through various channels.
- The City of Santa Ana, which served as lead agency responsible for coordinating the development of this report.

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### Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

#### Cover Photo Credit

The cover photograph for this report was provided courtesy of C&C Development. The photograph features *Terraces at Santiago* in the City of Santa Ana's Station District. *Terraces at Santiago* is an award-winning 36-unit urban infill transit-oriented multifamily affordable rental housing development featuring a mix of two-, three-, and five-bedroom apartments. In keeping with surrounding neighborhoods, this property was designed with Spanish/Santa Barbara architectural influences. Exterior detailing accents include wrought iron, decorative gables, wall sconces, decorative arches, decorative wood rafter rails, decorative painted wood shutters, and recessed stucco elements with wrought iron lattice. The building is LEED Gold Certified.

DRAFT

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## Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

### I. Executive Summary

The Assessment of Fair Housing (AFH) provides communities an opportunity to assess their progress toward the goals of eliminating housing discrimination and promoting access to housing opportunity for both current and future residents. Jurisdictions that receive funding from the U.S. Department of Housing and Urban Development (HUD), including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds, complete an AFH at least once every five years, consistent with the Consolidated Plan cycle, as part of their obligations under the Housing and Community Development Act of 1974 and the Cranston-Gonzalez National Affordable Housing Act.

As a fair housing planning document, the AFH facilitates HUD grantee compliance with statutory and regulatory requirements to affirmatively further fair housing. Affirmatively furthering fair housing entails taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. The duty to affirmatively further fair housing applies to all activities and programs within a jurisdiction related to housing and urban development.

This AFH is a collaborative effort among the following jurisdictions:

- Orange County and the Urban County Program participating cities of Brea, Cypress, Dana Point, La Palma, Laguna Beach, Laguna Hills, Laguna Woods, Los Alamitos, Placentia, San Juan Capistrano, Seal Beach, Stanton, Villa Park, and Yorba Linda.
- The HUD Entitlement Cities of Aliso Viejo, Anaheim, Buena Park, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, City of Orange, Rancho Santa Margarita, San Clemente, Santa Ana, Tustin, Westminster.

To prepare the AFH, jurisdictions first must identify fair housing issues. A fair housing issue refers to a condition within a specific geographic area that restricts fair housing choice or limits access to opportunity. Fair housing issues may include ongoing local or regional segregation/concentration or lack of integration, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing. To identify fair housing issues, HUD recommends that jurisdictions gather and analyze data. For this AFH, the jurisdictions analyzed data on the following topics:

- Demographics
- Segregation or Concentration/Integration
- Racially and/or Ethnically Concentrated Areas of Poverty
- Disparities in Access to Opportunity



# Appendices

## Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

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- Housing Needs
- Discrimination Complaints

The data utilized in the analysis are from the U.S. Census Bureau American Community Survey (ACS), HUD's AFFH Data and Mapping Tool, the California Department of Housing and Community Development (HCD) AFFH Data Viewer 2.0, housing discrimination complaint data provided by HUD's Office of Fair Housing and Equal Opportunity (FHEO), and information gathered through the community participation process (described below). The ACS data utilized in the assessment are from the 2018-2022 five-year estimates, which were the most current data across all participating jurisdictions at the time the analysis was conducted.

After analyzing the data and identifying fair housing issues, jurisdictions then must identify contributing factors. A contributing factor is any condition that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. For each fair housing issue and its contributing factors, jurisdictions must then develop fair housing goals. A fair housing goal is a specific, meaningful action that can reasonably be expected to create meaningful positive change that affirmatively furthers fair housing by increasing fair housing choice or reducing disparities in access to opportunity.

For the contributing factors and fair housing goals in this AFH, the jurisdictions built upon the extensive work they have already done preparing their most recent Housing Elements, which cover an eight-year planning period. As part of the state-mandated Housing Element, California jurisdictions must conduct a fair housing assessment that includes an analysis of fair housing issues, identification of factors that create and/or contribute to those issues, and development of goals and meaningful actions to affirmatively further fair housing. Progress toward reaching the goals identified in the Housing Element must then be periodically reported to the state.

A summary of the fair housing issues, significant contributing factors, and fair housing goals for each jurisdiction can be found in **Section IV** of this AFH.

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## Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

### E. Costa Mesa

<b>Issue: Segregation and R/ECAPs</b>  <p>There is moderate segregation between Hispanic and White residents in the city, though these levels declined slightly between 2000-2010. Geographically, the neighborhoods between downtown and the Costa Mesa Country Club are areas of high POC segregation, with a predominantly Hispanic population. The largest number of publicly supported housing units and the highest concentration of vouchers in the city is in this area. The city's one R/ECAP is also located here, in the neighborhood between Newport Avenue and Placentia Avenue, south of 19<sup>th</sup> Street. The neighborhoods in East Side Costa Mesa (east of SR-55 and south of Mesa Drive) are all areas of high White segregation, as are the neighborhoods north of the Country Club and the neighborhoods between Estancia High School and Canyon Park.</p>	
<b>Contributing Factors:</b> <ol style="list-style-type: none"> <li>1. Housing discrimination.</li> <li>2. Lack of affordable housing due to governmental and market constraints.</li> </ol>	
<b>Actions:</b> <p>The City will take the following meaningful actions, in addition to resisting discrimination, to overcome patterns of segregation based on protected characteristic, as defined by California law:</p>	<b>Timeframe:</b>
<ol style="list-style-type: none"> <li>1. Continue to contract with the Fair Housing Foundation or other fair housing service provider and provide information regarding the Public Law Center to address Housing Discrimination and unfair lending, including promoting mediation services, foreclosure assistance and/or multilingual tenant legal counseling services. Promote available services on the City's webpage.</li> </ol>	Ongoing
<ol style="list-style-type: none"> <li>2. Continue to enforce the City's Inclusionary Housing Ordinance, which was approved on August 6, 2024, and became effective on September 6, 2024.</li> </ol>	Ongoing
<ol style="list-style-type: none"> <li>3. Support the development of affordable housing through the following efforts: <ul style="list-style-type: none"> <li>• Continue to evaluate programs and incentives to encourage the development of affordable housing.</li> <li>• Make materials available to applicants regarding the City's affordable housing ordinance.</li> <li>• Develop additional incentives and materials as state legislation provides additional incentives.</li> <li>• Continue to pursue funding and partnerships with affordable housing builders.</li> </ul> </li> </ol>	Ongoing

## Appendices

### Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

4. Amend the City's Zoning Code to meet requirement set forth in the California Health and Safety Code Sections 17021.5 and 17021.6, which requires the City to permit farmworker housing by-right, without a conditional use permit, in single-family zones for six or fewer individuals and in agricultural zones with no more than 12 units or 36 beds. Until the zoning code is updated, the City will process any proposed farmworker housing by-right in single-family zones pursuant to State Law.	Revise Zoning Code in 2025
5. Review and update the Zoning Code to comply with the State Density Bonus Law as part of the City's rezone program. In the meantime, continue to process State Density Bonus Law requests and project in compliance with state law.	Revise Zoning Code in 2025
6. Review planning application fees to avoid creating a constraint to the development of affordable housing, as part of the City's rezone program.	Revise Zoning Code in 2025
7. Reduce barriers to construction of housing for extremely low and lower-income households through the following actions: <ul style="list-style-type: none"> <li>• Subsidize up to 100 percent of the City's application processing fees for qualifying developments where all units are affordable to 80 percent AMI or lower, as funding is available.</li> <li>• Annually promote the benefits of this program to the development community by posting information on its webpage and creating a handout to be distributed with land development applications regarding development opportunities and incentives.</li> <li>• Proactively reach out to developers at least once annually to identify and promote development opportunities.</li> <li>• Adopt priority processing and streamlined review for developments with units affordable to lower income households.</li> <li>• Support funding development applications throughout the planning period for projects proposing units affordable to lower income households.</li> </ul>	Ongoing
8. Review and revise the Zoning Code's requirements for residential off-street parking for multi-family projects to facilitate the development of multi-family housing, and specifically affordable housing.	Revise Zoning Code in 2025
9. Promote the development of ADUs through the following actions:	Complete the update to ADU regulations in municipal code by April

## Appendices

### Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

<ul style="list-style-type: none"> <li>Review and revise the City's ADU ordinance as necessary to comply with state law.</li> <li>Maintain a dedicated web page that promotes ADU development.</li> </ul>	2025. Maintain web page on ongoing basis.
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<p><b>Issue: Disparities in Access to Opportunities</b></p> <p>Hispanic residents have the least access to low-poverty neighborhoods, neighborhoods close to high performing schools, and neighborhoods with high labor force participation and human capital. Geographically, the neighborhoods downtown and west of downtown are less environmentally healthy and have lower education and economic scores. These are also predominantly Hispanic neighborhoods. Conversely, neighborhoods east of Newport Boulevard (SR-55), which are predominantly White, have higher education and economic scores, are more environmentally healthy, and have lower poverty rates. Additionally, Black, Hispanic, and Native American residents are less likely to own their home than White and AAPI residents.</p> <p>Additionally, based on analysis of fair housing complaint data, individuals with disabilities disproportionately experience discrimination in housing.</p>	
<p><b>Contributing Factors:</b></p> <ol style="list-style-type: none"> <li>Unfair lending practices</li> <li>Approximately 86 percent of housing units were built prior to 1989 before the Fair Housing Act and state laws regarding accessibility requirements for individuals with disabilities were adopted.</li> </ol>	
<p><b>Actions:</b></p> <p>The City will take the following meaningful actions, in addition to resisting discrimination, to foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristic, as defined by California law:</p>	<p><b>Timeframe:</b></p>
<ol style="list-style-type: none"> <li>Continue to contract with the Fair Housing Foundation or other fair housing service provider and provide information regarding the Public Law Center to address Housing Discrimination and unfair lending, including promoting mediation services, foreclosure assistance and/or multilingual tenant legal counseling services. Promote available services on the City's webpage.</li> </ol>	Ongoing
<ol style="list-style-type: none"> <li>Continue operating the Owner-Occupied Housing Rehabilitation Program, which may be used to assist qualified property owners in improving single-family residential properties, including health and safety repairs such as mechanical plumbing, electrical, roofing, security, medical emergency requirements,</li> </ol>	On an annual basis, provide informational materials on the Owner-Occupied Housing Rehabilitation program; encourage the participation of seniors, veterans, and disabled residents in

Orange County

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25-29 Regional AFH

# Appendices

## Appendix F: Executive Summary of 2025-2029 Assessment of Fair Housing

and/or aid the mobility of the physically disabled and/or elderly.	this program; and evaluate the effectiveness of this program and, if necessary, modify program characteristics.
<p>3. Increase the availability of accessible housing for individuals with disabilities through the following actions:</p> <ul style="list-style-type: none"> <li>Review and revise the Reasonable Accommodation procedure to promote access to housing for individuals with disabilities, address potential constraints and establish potential objective standards, and provide guidance and amend as necessary to promote greater certainty on how approval findings will be implemented.</li> <li>Meet with local organizations and developers to promote access to housing for individuals with disabilities and address potential constraints.</li> </ul>	<p>The City is currently in the process of reviewing its Reasonable Accommodation procedures and anticipates bringing any recommendations to Planning Commission and City Council in 2025. Other efforts are ongoing.</p>
<p>4. Increase the availability of transitional and supportive housing through the following actions:</p> <ul style="list-style-type: none"> <li>Amend the Zoning Code to include transitional and permanent supportive housing within the City's land use matrix in compliance with Senate Bill 2 and Government Code Section 65651.</li> <li>Monitor the inventory of sites appropriate to accommodate transitional and supportive housing.</li> <li>Proactively engage relevant organizations to meet the needs of individuals experiencing homelessness and extremely low-income residents, including the Costa Mesa Network for Homeless Solutions, which aims to provide a comprehensive system programs and services for residents experiencing homelessness and those at risk of homelessness.</li> </ul>	<p>Revise Zoning Code in 2025. Other efforts are ongoing.</p>
<p>5. Review and revise the City's Zoning Code and application procedures applicable to group homes to promote objectivity and greater approval certainty similar to other residential uses.</p>	<p>The City is currently in the process of reviewing its Group Homes procedures and anticipates bringing any recommendations to Planning Commission and City Council in 2025.</p>

## Appendices

### Appendix G: HOME Program Request to Increase Median Area Purchase Price Limit

May 20, 2025

Mr. Rufus Washington, Director

HUD Los Angeles Field Office  
U.S. Dept. of Housing & Urban Development  
Office of Community Planning and Development  
300 N. Los Angeles Street, Suite #4054  
Los Angeles, CA 90012

SUBJECT: HOME Investment Partnership (HOME) Program Request to Increase Median Area Purchase Price Limit

Dear Mr. Washington:

The City of Costa Mesa is submitting a request to increase the Median Area Purchase Price Limit as part of its 2025-2026 Action Plan. In lieu of the limit provided by the U.S. Department of Housing & Urban Development (HUD) for FY 2025, the City is requesting permission to use an increased limit of \$1,448,750.

The City conducted its local market survey using data supplied by **Orange Coast Title Company**, which is based on information from the database of the Orange County Recorder and Assessor's offices. We have found this source to be accurate and reliable. The following are the steps used in the survey methodology:

1. Sales data on all single-family home sales, March 1, 2024 through February 28, 2025 in the City of Costa Mesa compiled in ascending order of sales price. Data includes the address of the listed properties, sales value, parcel number and date of sale.
2. Pursuant to 24 CFR 92.254(2)(iii), the length of the reporting period is dependent upon the volume of existing home sales in the City. If sales were 250 or less per month in the most recent 12 months (March 2024 to February 2025), then a minimum of a 3-month survey is used. Based on the attached report, the median home price was \$1,525,000 and 95% of this property value is \$1,448,750.
3. Methodology for Costa Mesa adjusted home limit increase request:  
Median Sales Price for 102 sales:  $\frac{N+1}{2} = \$1,525,000$   
Single Family Unit: \$1,525,000 (95%) = \$1,448,750



If you have any questions, please contact Mikelle Daily of the Housing and Community Development Office at 714-754-5678 or [mikelle.daily@costamesaca.gov](mailto:mikelle.daily@costamesaca.gov).

Sincerely,

SCOTT DRAPKIN  
Assistant Director of Economic and Development Services

Attachment: Survey

DRAFT

## 2025-2026 PUBLIC SERVICE GRANT APPLICATION SUMMARIES

<b>HOMELESS SERVICES</b>	
<b>Families Forward – Affordable Housing Support</b>	
Proposed Service:	The program will provide housing support services for homeless Costa Mesa families with children
Amount Requested:	\$30,000 for staff salaries and support services to serve 50 residents
CM Residents to be Assisted:	33
Committee Recommendation:	\$26,522 (Rating: 88.8/100)
<b>Human Options – Second Step Transitional Housing Program</b>	
Proposed Service:	Transitional housing & support services for survivors of domestic violence
Amount Requested:	\$30,000 for Case Manager and Supervisor salaries to serve 70 residents
CM Residents to be Assisted:	58
Committee Recommendation:	\$26,522 (Rating: 84.83/100)
<b>SENIOR SERVICES</b>	
<b>City of Costa Mesa – Senior Social Services</b>	
Proposed Service:	Counseling and referral services for seniors provided by social worker at the Costa Mesa Senior Center
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	260
Committee Recommendation:	\$30,000 (Unrated – City Program)
<b>Trellis International – Labors of Love</b>	
Proposed Service:	Manual labor projects to help low-income seniors
Amount Requested:	\$30,000 for program salaries and supplies to help 30 households
CM Residents to be Assisted:	15
Committee Recommendation:	\$15,913 (Rating: 74.8/100)

## 2025-2026 PUBLIC SERVICE GRANT APPLICATION SUMMARIES (continued)

<b>YOUTH SERVICES</b>	
<b>Project Hope Alliance – In—Place Case Management for Homeless CM Students</b>	
Proposed Service:	Wrap-around services for NMUSD students experiencing homelessness. Funds will be used to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food.
Amount Requested:	\$30,000 for program staff salaries to serve 125 Costa Mesa residents
CM Residents to be Assisted:	83
Committee Recommendation:	\$21,219 (Rating: 80.2/100)
<b>StandUP for Kids OC</b>	
Proposed Service:	Road Map to Success Youth Mentoring Program to guide youth through the key steps to successfully complete their education and become independent post-high school graduation.
Amount Requested:	\$30,000 to assist 25 Costa Mesa students
CM Residents to be Assisted:	0 (Not recommending funding – duplicative services)
Committee Recommendation:	\$0 (Rating 84.2/100)
<b>Assistance League Newport Mesa – Operation SchoolBell – Feet First</b>	
Proposed Service:	Shoes for low-income students
Amount Requested:	\$30,000 to purchase shoes for 600 students
CM Residents to be Assisted:	300
Committee Recommendation:	\$15,913 (Rating: 79.4/100)
<b>LOW- AND MODERATE-INCOME SERVICES</b>	
<b>Fair Housing Foundation – Fair Housing Program (HUD-Required – Paid out of Admin)</b>	
Proposed Service:	Program will provide fair housing education, counseling and enforcement services in compliance with federal program regulations
Amount Requested:	\$20,000 for program staff salaries and related program and admin costs
CM Residents to be Assisted:	186
Committee Recommendation:	\$20,000

## 2025-2026 CDBG PUBLIC SERVICE GRANT

### Housing & Public Service Grant Committee Recommendations

<b>Applicant</b>	<b>Amount Requested</b>	<b>Population to Serve</b>	<b>Avg.</b>	<b>Current Yr Grant</b>	<b>Funding Recommendation</b>
Project Hope Alliance	\$ 30,000	Youth	89.0	\$23,750	\$ 20,000
Families Forward	\$ 30,000	Homeless	88.8	\$23,270	\$ 25,000
Human Options - Second Step Transitional Housing	\$ 30,000	Homeless	84.8	\$28,500	\$ 25,000
StandUP for Kids OC	\$ 30,000	Youth	84.2	\$ -	
Assistance League Newport-Mesa - Operation School Bell - Feet Fir	\$ 30,000	Youth	79.4	\$ -	\$ 15,000
Trellis International - Labors of Love	\$ 30,000	Seniors	74.8	\$20,500	\$ 15,000
<b>Total Requested:</b>	<b>\$ 180,000</b>	<b>Total Recommended</b>		<b>\$</b>	<b>100,000</b>
<b>Total Estimated to be Available:</b>	<b>\$ 100,000</b>	<b>Total Available:</b>		<b>\$</b>	<b>100,000</b>
<b>Amount Under/(Over)</b>	<b>\$ (80,000)</b>	<b>Amount Under/(Over)</b>		<b>\$</b>	<b>-</b>
Fair Housing Foundation	\$ 20,000	Low/Mod		\$20,000	\$ 20,000
<b>Total Requested:</b>	<b>\$ 20,000</b>	<b>Total Recommended</b>		<b>\$</b>	<b>20,000</b>
<b>Total Available:</b>	<b>\$ 20,000</b>	<b>Total Available:</b>		<b>\$</b>	<b>20,000</b>
<b>Amount Under/(Over)</b>	<b>\$ -</b>	<b>Amount Under/(Over)</b>		<b>\$</b>	<b>-</b>

#### Committee Recommendations if Public Service Allocation Amount Changes:

- If more than the anticipated \$100,000 is available for public service, each awarded agency's grant will be increased by an equal percentage
- If the public service allocation is less than \$100,000 but more than \$85,000, the Assistance League grant will be reduced by the awarded amount up to \$15,000
- If the public service allocation is less than \$85,000, the Assistance League grant will be eliminated and each awarded agency's grant will be reduced by an equal percentage

## CDBG Public Services

### 3-Year Funding History

FUNDING YEARS >	2021-2022				2022-2023				2023-2024				2024-2025 (First six months of programs)			
ORGANIZATION NAME	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned to Serve	Actual Served	Funded Amount	Actual Spent	Planned to Serve	Actual Served	Funded Amount	Actual Spent	Planned to Serve	Actual Served
<b>Senior Citizen Services</b>																
Community SeniorServ-Congregage Meals/Lunch Café	\$15,000	\$15,000	150	357	\$13,962	\$13,962	140	275	ARPA	ARPA	ARPA	ARPA	GEN FUND	GEN FUND	GEN FUND	GEN FUND
Community SeniorServ-Home Delivered Meals	\$15,000	\$15,000	35	50	\$13,962	\$13,962	30	38	ARPA	ARPA	ARPA	ARPA	GEN FUND	GEN FUND	GEN FUND	GEN FUND
Trellis - Labors of Love	NA	NA	NA	NA	\$13,962	\$13,801	28	42	\$30,000	\$30,000	30	119	\$20,500	\$12,988	30	19
City of Costa Mesa Senior Center Case Manager	\$28,584	\$28,584	250	259	\$27,924	\$27,924	250	170	\$30,000	\$30,000	250	217	\$30,000	\$21,611	260	89
<b>Youth Services</b>																
Assistance League Newport Mesa	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Project Hope Alliance	\$20,000	\$20,000	25	42	\$27,924	\$27,924	30	138	\$30,000	\$30,000	30	140	\$23,750	\$23,750	125	115
Standup for Kids	NA	NA	NA	NA	NA	NA	NA	NA	\$15,000	\$14,177	7	11	NA	NA	NA	NA
Youth Employment Services/Boys & Girls Club of Central Orange Coa	\$20,000	\$20,000	300	474	\$23,270	\$23,270	300	461	\$16,575	\$16,575	400	321	\$14,464	\$11,333	50	392
<b>Homelessness Services</b>																
Families Forward Housing Support	\$35,000	\$10,088	26	15	\$23,270	\$23,270	24	26	\$30,000	\$30,000	44	52	\$28,500	\$28,500	50	26
Mercy House Bridge Shelter	\$25,000	\$25,000	166	233	\$13,962	\$13,962	166	254	NA	NA	NA	NA	NA	NA	NA	NA
<b>Other Low-income Services</b>																
Fair Housing Foundation*	\$20,000	\$20,000	186	205	\$18,540	\$18,540	186	285	\$20,000	\$20,000	186	226	\$20,000	9646	186	92
* Funding from CDBG Administration																
Funding from CDBG-CV																



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-303

**Meeting Date:** 5/20/2025

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**TITLE:**

**LEGISLATIVE UPDATE AND APPROVAL OF A LEGISLATIVE PLATFORM AND LEGISLATIVE MATRIX**

**DEPARTMENT:** CITY MANAGER'S OFFICE/GOVERNMENT AFFAIRS

**PRESENTED BY:** JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

**CONTACT INFORMATION:** JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

**RECOMMENDATION:**

Receive and file update on Federal and State budgets from Townsend Public Affairs. Review and adopt the proposed Legislative Platform and recommended legislative positions.

**BACKGROUND:**

The City contracts with the firm Townsend Public Affairs (TPA) for legislative advocacy and grant assistance to identify legislation and funding opportunities. An update will be provided by TPA on the Federal and State budgets and specifically the Governor's May Revise. In addition, staff has been working over the past year to develop a Legislative Platform. This includes meeting with the Legislative Review Team and Department Directors to identify priorities consistent with the adopted City Council Goals.

City Council Policy 000-8 (Attachment 2) authorizes the Mayor to execute legislative position letters on behalf of the City Council when the City's legislative partners have acted. Those partners are identified in the policy as the National League of Cities, League of California Cities, Association of California Cities - Orange County, or the Orange County Council of Governments.

Staff has identified state legislation that may have direct or indirect impacts to the City and has prepared a legislative matrix for City Council consideration.

**ANALYSIS:**

**California Budget**

The Governor's proposed California budget was released on January 10, 2025, and despite a projected \$2 billion deficit from the Legislative Analyst's Office, Governor Newsom's proposal was a balanced \$322.2 billion budget with no deficit and a modest surplus, backed by \$16.9 billion in reserves. However, over recent months, global and national economic conditions have become increasingly volatile, with tariffs and actions on immigration impacting revenues.

California's revenue sources are especially impacted by any volatility in trade or tourism, and in the areas of personal income tax for high income earners and capital gains. Uncertainty about federal



policy on tariffs and immigration are contributing to ongoing concerns as reflected in the recent release by the Governor of the May Revision.

### Federal Budget

On May 2, 2025, the President released a "skinny" budget request. The budget request is not related to reconciliation and is the formal kickoff of the normal appropriations/spending process. The President's request is more a statement of priorities than a working document. It is also not the complete Presidential budget request.

A President's budget request rarely closely resembles the final funding levels that Congress eventually approves. The Appropriations Committee Chairs had pushed for the President's request so they could formally begin the appropriations process, which in part they had already begun by accepting member requests on April 14.

The House Appropriations Committee has begun a series of hearings with Administration officials. Further details will be provided in TPA's presentation.

### Legislative Platform & Process

Over the course of 2024 and 2025, staff worked to identify issues and legislation at the federal and state levels that impact the City. This included bills that the League of California Cities, Association of California Cities - Orange County, and other groups have noted of potential concern. In addition, discussions with Department Directors on past or current legislative proposals and issue areas of concern were collected into the attached proposed Legislative Platform for the City Council to consider (Attachment 1).

The purpose of this platform is to aid staff and City advocates in identifying legislation or budget proposals aligned with the City Council adopted goals. The platform provides a streamlined process for the City Council, City Manager, staff, and legislative advocates to proactively engage on bills and budget proposals. Adoption of the platform will allow staff and advocates to engage throughout the remainder of this year.

The proposed Legislative Platform provides the framework outlining the City's policy priorities, goals, and strategies for influencing legislative outcomes. The Legislative Platform prioritizes key areas in alignment with the City Council's Goals to:

- **Strengthen the public's safety and improve the quality of life.**
- **Maintain and enhance the City's facilities, equipment, and technology.**
- **Diversify, stabilize, and increase housing to reflect community needs.**
- **Achieve long-term fiscal sustainability; and**
- **Advance environmental sustainability and climate resiliency.**

The proposed Legislative Platform is structured around these 5 key priorities reflecting the City Council's commitment to fostering a safe, sustainable, and inclusive community. Below is an overview of how these priorities would be addressed by issue area:

**Public Safety & Quality of Life:** Support for measures that address community risks, reduce substance abuse, and crime prevention. Additionally, support measures improving transit, housing stability, and programs that serve our youth and seniors. Oppose unfunded mandates and reductions that impact local services.

**Fiscal Sustainability:** Support for continued funding of essential services to residents and protecting local revenues. Oppose restrictions on fees to recoup costs for services.

**Housing:** Support measures that promote coordination and resources to address and prevent homelessness. Oppose eliminating CDBG or other funds that provide housing assistance or support the City's Bridge Shelter.

**Facilities and Infrastructure:** Support funding for parks, infrastructure and community facilities. Oppose legislation or diversion of local funds for these amenities.

**Environmental and Climate Resiliency:** Support investments to transition to clean energy and oppose eliminating programs that assist local agencies in planning or implementing projects to achieve sustainability.

City staff will return at the beginning of 2026 to review bills from the prior year and consider new bills introduced during the second year of the legislative two-year cycle. The goal will be to review the platform every two years, coinciding with the beginning of the two-year legislative cycle. Staff and TPA will provide the Legislative Review Team and City Council with regular updates throughout the year on the progress of legislation and budget actions.

Once the platform is approved by the City Council, any legislation consistent with the principles will be identified by City staff or TPA. Initial steps may include requesting information from a bill author, clarification of their intent, and discussions with legislative partners. Through these conversations, City staff and TPA may share with legislative staff how proposed legislation impacts City operations and recommend amendments. This process may include the City Attorney and the Legislative Review Team.

Finally, legislation in alignment with the key principles of the platform, or identified by the City's legislative partners, may be presented to the Mayor for a formal position letter. The goal of this process is for bills to be proactively identified by staff and TPA. However, Councilmembers, community members, or other groups may also request bill positions, which will be presented to the Legislative Review Team for review and consideration. The letter will then be sent to the bill's author with copies to the City Council and other stakeholders as deemed appropriate by staff.

### Legislation

Various bills were presented to the Legislative Review Team on March 19, 2025, and are summarized in the attached legislative matrix (Attachment 3) with recommended positions for City Council consideration.

### ALTERNATIVES:

The City Council may direct staff to revise the proposed legislative platform and present the revised platform at a future City Council meeting for approval or adopt portions of the platform and direct staff to develop additional principles.

After review and discussion of the legislative matrix, the City Council may choose to approve all or none of the recommended positions, or place bills onto a watch list and be brought back to the Legislative Review Team or City Council. Staff will track actions and updates to watched and supported legislation and report to the Legislative Review Team.

**FISCAL REVIEW:**

There is no direct fiscal impact to the City's Operating budget with this action. However, several principles in the legislative platform seek to identify or protect funding received by the City, which can have an impact should new funding be received or eliminated.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

The Legislative Platform seeks to achieve City Council goals as listed below:

- Strengthen the Public's Safety and Improve the Quality of Life
- Achieve Long-Term Fiscal Sustainability
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Maintain and Enhance the City's Facilities, Technology and Equipment
- Advance Environmental Sustainability and Climate Resiliency

**CONCLUSION:**

Staff recommends that the City Council approve the proposed Legislative Platform and approve the Legislative Matrix. Staff will continue tracking legislative bills and provide the City Council with additional updates as needed.



## City of Costa Mesa Legislative Platform

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

The City of Costa Mesa will support in principle:

1. Federal and State budgets that promote stability and preserve local control of sales and cannabis taxes
2. Funding and legislation that expands access to Naloxone, decreases Fentanyl trafficking, improves safety of bike/scooter riders, and deters catalytic converter, metal, and retail theft
3. Investments in technology improving regional cooperation and real time crime prevention
4. Local oversight and administration of the EMS system, including the design of service areas, contracting for service, and the City's retention of "Section 201" rights to provide ambulance services with the ability to recoup costs
5. Legislation and funding for 911 infrastructure, community paramedicine programs, and incentives to address property and life safety standards (sprinklers, disaster planning, wildfires)
6. Tax incentives and financing tools for community revitalization, housing, and economic development
7. Funding for bikeways, infrastructure, and education to improve safety for riders and drivers
8. Funding for transit, alternative fuel fleets, bike or pedestrian routes, and congestion relief on 55 and 405 freeways
9. Funding of at-risk youth programs, local arts activities, historic preservation, recreational facilities, preservation and restoration of ecological, biological, and cultural resources; or related programs with our partners (NMUSD, SOY, YMCA)

The City of Costa Mesa will oppose in principle:

1. Mandates on local agencies to enforce federal or state law enforcement duties under threat of loss of federal or state funding

2. Limits on local authority to regulate needle and syringe accessibility and exchange programs
3. Elimination or cuts to critical disaster response programs

Oppose (continued):

4. State or county efforts to consolidate ambulance services away from cities, or reductions in Federal or State resources that support emergency and disaster response, preparedness, and training (FEMA, CalOES, US Fire Administration)
5. Efforts to divert local revenues or mandating local agencies take on services without funding or ability to recoup costs via fees
6. Restricting local regulation of group home facilities and residential care facilities in residential neighborhoods, including the application of zoning, building, and safety standards
7. Limits to local authority to review and approve cannabis retail locations, manufacturing sites, or restrictions on the City's general permitting authority of housing and commercial property
8. Reduction in funding for recreational activities, infrastructure, or transportation to facilities and programs
9. Unconditional release of violent or serious repeat offenders

### **Achieve Long-Term Fiscal Sustainability**

The City of Costa Mesa will support in principle:

1. Federal and State budgets that maintain or strengthen services for residents and businesses allowing the City, businesses, and residents to plan and invest for growth
2. Funding or other measures leading to crime reduction and establishment of real time crime centers
3. Funding, equipment, or training to aid in regional response to wildfire and other disasters
4. Measures that ensure local control of land use decisions, zoning, and development fees
5. Transparency in CalPERS on investment strategy and adoption of contributions rates
6. Local oversight of sales and cannabis taxes

7. Funding or measures supporting transit, alternative fuel fleets, and bike or pedestrian routes

Support (continued)

8. Investments that relieve congestion on 55 and 405 freeways, improve public safety infrastructure, emergency preparedness, and first responder resources
9. Federal and State grants for recreational services, facilities, and youth programs

The City of Costa Mesa will oppose in principle:

1. Shifting services or responsibility to fund federal and state programs to local agencies
2. Mandates increasing record retention or non-essential training without commensurate funding to support these activities
3. Limits on establishing or collecting municipal level fines or the use of asset forfeiture to support police services
4. Restrictions on local EMS administration and cost recovery
5. Limits on local control of short-term rentals and applicable fees or taxes
6. Restrictions on development fees or local funding tools for affordable housing
7. Restrictions on local permitting authority or diversion of grant and tax revenue allocations received by cities
8. Restrictions on local fees or revenues that support recreational activities and maintenance of related infrastructure
9. Eliminating programs or funding for transportation that support youth and community members access to facilities and programs

**Diversify, Stabilize and Increase Housing to Reflect Community Needs**

The City of Costa Mesa will support in principle:

1. Funding for behavioral health, wraparound services, and alternative avenues of health care that reduces the impact on the 911 system and first responders,



2. Funding in support of cities to plan and construct affordable housing and address individuals that are experiencing, or at risk of homelessness
3. Funding for community policing, homeless liaison efforts, and coordination with homeless service providers

Support (continued)

4. Fire and life safety codes that enable affordable housing production
5. Funding for Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), Homeless Housing Assistance and Prevention (HHAP), and Homekey to promote regional coordination addressing homelessness
6. Measures and funding that improve connections between housing and transit
7. Measures or funding to streamline GIS systems or electronic submittals (plans, licensing, bids)

The City of Costa Mesa will oppose in principle:

1. Eliminating programs or funding that support the City's outreach and response to homelessness or restrictions on other wraparound services that constrain the City (street medicine, Homekey, HOME, CDBG)
2. Constraints on local fees and financing tools that assist in the development of affordable housing
3. Restrictions on local fees or tools to provide recreational space in connection with newly approved housing

### **Maintain and Enhance the City's Facilities, Technology and Equipment**

The City of Costa Mesa will support in principle:

1. Measures and funding to upgrade community facilities, parks, communication infrastructure, and ensure cybersecurity
2. Federal and State improvements to regional infrastructure (highways, electrical transmission, sustainability)

The City of Costa Mesa will oppose in principle:

1. Diversion or reduction of taxes and revenues designated for local and regional capital improvements or infrastructure projects (sales taxes, impact or licensing fees)

## **Advance Environmental Sustainability and Climate Resiliency**

### The City of Costa Mesa will support in principle

1. Measures and funding that assist local agencies in the development and implementation of Climate Action and Adaptation Plans and meeting organic waste objectives
2. Incentives for residents and businesses to transition and invest in sustainable energy and transportation equipment
3. Regional planning and investments in electric vehicle charging infrastructure and zero-emissions equipment

### The City of Costa Mesa will oppose in principle:

1. Eliminating Federal and State programs for the transition to clean energy infrastructure and facilities

## CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

<b>SUBJECT</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Page</b>
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BACKGROUND

Frequent involvement in local affairs by Federal, State, and County governments, the large number of special agencies and districts, and the City's interest of weighing in on matters that affect it, collectively make it imperative that a formalized proactive approach be taken toward legislation which may impact the welfare of the Costa Mesa community. Past City Councils have participated in the legislative process to varying degrees. For the most part, such participation has been informal.

PURPOSE

The purpose of this Policy is to establish a comprehensive and formal program for addressing legislative issues. This includes the establishment of signatory authority and the creation of legislative review guidelines.

POLICY

1. The City Manager, or designee, shall be responsible for overseeing the legislative review process.
2. A Legislative Review Team, consisting of the Mayor, Mayor Pro Tem, the City Manager, and the Chief of Staff, shall periodically review legislation and formulate the City's position.
3. The Mayor is authorized to execute position letters on behalf of the City Council when the position is in concurrence with that of the City's legislative partners: The National League of Cities, the League of California Cities, the Association of California Cities – Orange County, or the Orange County Council of Governments. At the direction of the Legislative Review Team, position letters may also be executed by the City Manager, or designee, as appropriate.
4. Formal Council approval is required in the following instances:
  - a. When none of the City's legislative partners has taken a support or oppose position.
  - b. When the City's legislative partners have taken contradictory positions.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

<b>SUBJECT</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Page</b>
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5. Individual City Council members may recommend to the Legislative Review Team, for review and recommendation, positions they wish the City to take on legislation.
6. City Commissions and Committees are prohibited from sending legislative position letters but may make recommendations to the Legislative Review Team or the City Council.
7. All City Council members shall receive a copy of all legislative position letters written on city letterhead. A quarterly activity report of the City's legislative positions, and the status of such legislation, will be provided to the City Council.
8. The preceding in no way infringes upon the right of the City Council members to express individual positions on legislative issues. In expressing an individual position, City Council members will clearly state that the position is personal and not sent on behalf of the City or City Council.



## **City of Costa Mesa** **Legislative Matrix**

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### *Cal Cities Sponsored Legislation*

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#### **AB 476 (Gonzalez, Mark)**, Copper Theft

Support

Requires junk dealers and recyclers to include additional information in the written record, including the time and amount paid for each sale or purchase of junk made, and the name of the employee handling the transaction. Requires ownership or the name of the person from whom the seller obtained the junk from to be signed.

**Staff Comments:** Costa Mesa has experienced increased copper thefts along Joann bikeway and other public and private facilities. Also, Newport Mesa Unified School District has experienced thefts in recent years. This bill will help law enforcement in their investigations.

#### **SB 74 (Sevarto)**, Infrastructure Gap Fund

Support

Requires the Office of Land Use and Climate Innovation to establish the Infrastructure Gap Fund Program to provide grants to local agencies to develop and construct infrastructure projects. Authorizes the office to provide funding for up to a specified percent of a project's total cost, subject to specified requirements, including, among other things, that the local agency provides funding that has been raised through local taxes for at least a specified percent of the infrastructure project's total cost.

**Staff comments:** Provides potential future grant opportunities for cities.

#### **SB 346 (Durazo)**, Short-term rental facilitators

Support

Authorizes a local agency, defined to mean a city, county, or city and county, to enact an ordinance to require a short-term rental facilitator to report, in the form and manner prescribed by the local agency, the assessor parcel number of each short-term rental during the reporting period, as well as any additional information necessary to identify the property as may be required by the local agency.

**Staff comments:** Per Cal Cities, "This bill would require short-term rental hosting platforms to report info related to properties on their websites to cities and allow cities to audit transient occupancy taxes, ensuring your city receives the correct amount of TOT. If your city has banned short-term rentals, this bill will make it easier to enforce your ordinance."

Requires the State Air Resources Board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation.

**Staff comments:** Per Cal Cities, “SB 496 would help alleviate these cost pressures by establishing an appeals committee for local agencies to review denials for exemption requests. It would also update the emergency vehicle exemption, so that even when the power is out, your front-line workers and communities can still effectively respond to emergencies and disasters.”

The ACF regulations went into effect in 2024, and the City has not experienced a problem with purchasing compliant vehicles. However, this bill will provide flexibility as staff continue planning for the full transition to clean vehicles. The clarification that emergency vehicles are exempt will ensure the City’s public safety fleet is not impacted in its primary mission of emergency response.

Cal Cities is a co-sponsor of this measure to ensure Caltrans coordinates with local governments to address and prevent homeless encampments located on state property. The bill requires Caltrans to establish a dedicated liaison to, among other things, facilitate communication with local governments and relevant state agencies in addressing homeless encampments within the state highway system and to oversee the development and implementation of delegated maintenance agreements between local agencies and the department in which both work together to reduce and remove homeless encampments within the department's jurisdiction.

**Staff comments:** The City has seen increased activity on state right of ways and has been conducting enforcement on its own. This bill will strengthen cooperation between the City and Caltrans.

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### ***ACCOC Sponsored Legislation***

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The following bills are part of ACCOC’s Sober Living Home Legislative Package that they recommend supporting. In their own support letter they state, “ACC-OC has long advocated for greater accountability and oversight for these facilities located within our communities. The lack of oversight, regulation, and licensing results in unsafe conditions for patients and has significant negative impacts on local neighbors.

Under Council Policy #8 the Mayor is authorized to execute position letters if the City’s legislative partners have taken a position. The following bills are still active as of May 12, 2025:



[AB 424 \(Davies\)](#), Alcohol and Other Drug Programs: Complaints Support

Provides that when the Department of Health Care Services receives a complaint against a licensed alcohol or other drug recovery or treatment facility, or a complaint alleging that a facility is unlawfully operating without a license, from a member of the public, require the department to provide, within 30 days of the date of the complaint, notice to the person filing the complaint that the complaint has been received.

[AB 425 \(Davies\)](#), Certification of Alcohol and Other Programs Support

Requires the Department of Health Care Services to adopt the American Society of Addiction Medicine treatment criteria, or an equivalent evidence-based standard, as the minimum standard of care for alcohol or other drug programs certified by the department. The bill would also require certified programs to maintain those standards with respect to the level of care provided by the certified program.

[AB 492 \(Valencia\)](#), Alcohol and Drug Programs: Licensing Support

Requires the Department of Health Care Services, whenever it issues a license to operate an alcohol or other drug recovery or treatment facility, to concurrently provide written notification of the issuance of the license to the city or county in which the facility is located. Requires the notice to include the name and mailing address of the licensee and the location of the facility.

[SB 329 \(Blakespear\)](#), Alcohol and Drug Recovery or Treatment Facilities Support

Requires the State Department of Health Care Services to assign a complaint regarding an alcohol or other drug recovery or treatment facility to an analyst for investigation within 10 days of receiving the complaint. Requires the department to complete an investigation into a complaint regarding a facility within 60 days of receiving the complaint.

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### *Community & Local Organizations Requests*

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During the Legislative Review Team meeting on March 19, 2025, the request was made that staff identify issues of concern specifically to Costa Mesa. The following bills have been identified by the Costa Mesa Alliance for Better Streets for support and are listed below with positions recommended by staff:

[AB 382 \(Berman\)](#), School Zone Speed Limits Support

Authorizes until January 1, 2029, a local authority, by ordinance or resolution, to determine and declare a prima facie speed limit of 20 miles per hour in a school zone. Beginning on January 1, 2029, this bill establishes statewide a prima facie speed limit of 20 miles per hour in a school zone, as defined, subject to specified conditions, including, among others, when a school speed limit sign states, "children are present" and children are present, as defined, and when a school speed limit sign states specific hours, as specified.

[AB 981 \(Gipson\)](#), Active Intelligent Speed Assist Devices Support

Requires the Department of Motor Vehicles to establish, until January 1, 2033, a pilot program in the Counties of Los Angeles, San Diego, Fresno, Sacramento, and Kern imposing an intelligent speed assist device for persons convicted of specified driving offenses relating to excessive speed, reckless driving, and exhibitions of speed. The bill would similarly make the installation of an ISA discretionary for a first offender, as specified.

**Staff comments:** The bill does not apply to the City of Costa Mesa in its current form, but if successful the pilot program may be extended to other jurisdictions.

[AB 1085 \(Stefani\)](#), License Plate Obstruction Support

Prohibits a person from installing or affixing a shade or tint that obstructs the reading or recognition of a license plate by an electronic device operated by state or local law enforcement, an electronic device operated in connection with a toll road, high-occupancy toll lane, toll bridge, or other toll facility, or a remote emission sensing device, as specified. The bill would further prohibit the manufacture of these products and devices in the state and impose a \$2,500 fine per item sold or manufactured for a violation of these provisions

[SB 79 \(Wiener\)](#), Public Transit Housing Neutral

Require that a housing development project, as defined, proposed within a specified distance of a transit-oriented development (TOD) stop, as defined, be allowed use on any site zoned for residential, mixed, commercial, or light industrial development, if the development complies with applicable requirements. The bill establishes requirements concerning height limits, density, and floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided.

**Staff comments:** The bill applies to TOD stops that serve heavy rail, commuter rail, light rail, or ferry and depending on the level of transit service applies development standards ranging from 95 feet for Tier 1 (heavy rail) to 45 feet in height for Tier 3 (commuter rail). Densities range from 120 units per acre for Tier 1 to 60 units per acre for Tier 3.

There are no TOD stops defined by this bill that exist in the City of Costa Mesa.

[SB 358 \(Becker\)](#), Vehicular Traffic Impact Neutral

This bill originally required local agencies to reduce vehicle mitigation fees for transit-oriented development projects to at least 50% lower than other projects. Cal Cities raised opposition to the bill based on their concerns that this reduction is applied to all projects across the state without thorough local analysis to determine if a project truly generates reduced traffic.

**Staff comments:** The bill was substantially amended on May 1, 2025, to instead require local agencies make a finding based on substantial evidence that a development located near transit or other specified land uses (grocery store, coffee shop, drugstore, park) “would not generate fewer automobile trips.”

Due to the significant amendments staff recommend further analysis.

[SB 445 \(Wiener\)](#), Complete Streets Facilities

Support

Requires the California Department of Transportation (Caltrans) to develop and adopt a project intake, evaluation, and encroachment permit review process for complete streets facilities that are sponsored by a local jurisdiction or a transit agency. Expresses the intent of the Legislature to amend this bill with legislation that accelerates and makes more reliable third-party permits and approvals for preconstruction and construction activities on sustainable transportation projects, as specified.

**Staff comments:** This bill seeks to streamline and accelerate the process for obtaining permits and may assist with improvements to Newport Boulevard and SR-55.

[SB 455 \(Blakespear\)](#), Electric Bicycles

Support

Revises the definitions of mopeds and motor-driven cycles to create a new classification of low-powered moped. Also, the bill adds labeling and noticing requirements for manufacturers and retailers of electric bicycles (e-bikes).

**Staff comments:** The bill will clarify what are considered “out of class” e-bikes and allow residents to better determine the difference when purchasing an e-bike.

[SB 720 \(Ashby\)](#), Automated Traffic Enforcement Systems

Support

Establishes an alternative automated traffic enforcement program for the enforcement of red-light violations. Specifically, the bill creates a civil enforcement mechanism that **cannot** result in suspension of a license, or a violation point being assessed. In addition, enforcement of the civil fine can be applied to the registered owner of the vehicle rather than the actual driver.

**Staff comments:** The bill establishes an alternative program that local agencies have the discretion to use.