



City of Costa Mesa

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

Agenda

Tuesday, February 15, 2022

6:00 PM

City Council Chambers
77 Fair Drive

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

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. Pursuant to the State of California Assembly Bill 361 (Gov. Code §54953(b)(3)) the City Council Members and staff may choose to participate in person or by video conference.

You may participate via the following options:

1. Attending in person: All attendees are required to wear a face covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at [youtube.com/costamesatv](https://www.youtube.com/c/costamesatv).

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

Please click the link below to join the webinar:

<https://zoom.us/j/98376390419?pwd=dnFpelc5TnU4a3BKWVlyRVZMallZZz09>

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

Enter Webinar ID: 983 7639 0419/ Password: 905283

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

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

Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283

During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

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

5. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City’s website.

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

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.

The City of Costa Mesa aims to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is currently provided, the Clerks office will attempt to accommodate in a reasonable manner. Please contact the City Clerk's office 24 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible 714-754-5225 or at cityclerk@costamesaca.gov.

El objetivo de la Ciudad de Costa Mesa es cumplir con la ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. Si como asistente o participante en esta junta, usted necesita asistencia especial, más allá de lo que actualmente se proporciona, la oficina del Secretario de la Ciudad intentara de complacer en una forma razonable. Favor de comunicarse con la oficina del Secretario de la Ciudad con 24 horas de anticipación para informarnos de sus necesidades y determinar si alojamiento es realizable al 714-754-5225 o cityclerk@costamesaca.gov.

CLOSED SESSION 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
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: Casa Capri Recovery, Inc. v. City of Costa Mesa, United States District Court, Central District of California – Southern Division, Case No. 8:18-cv-00329-JVS-(PJWx).
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: SoCal Recovery, LLC, a California limited liability company v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01304-JVS-PJW.
5. 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

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: National Therapeutic Services, Inc. dba Northbound Treatment Services, a Nevada corporation; RAW Recovery LLC, a California limited liability company v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01080-JVS-PJW, Ninth Cir No. 20-55870.

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

FEBRUARY 15, 2022 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Council Member - District 4

ANDREA MARR
Mayor Pro Tem - District 3

JEFFREY HARLAN
Council Member - District 6

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS

1. [Proclamation: Hank Lloyd Retirement](#)

[21-572](#)

Attachments: [Proclamation: Hank Lloyd Retirement](#)

2. [Proclamation: Teen Dating Violence Awareness and Prevention 21-573 Month](#)

Attachments: [Proclamation: Teen Dating Violence Awareness and Prevention Month](#)

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-11)

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: APPROVE THE READING BY TITLE ONLY 21-564 OF ALL ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

City Council and Agency Board approve the reading by title only and waive full reading of Ordinances and Resolutions.

2. [READING FOLDER](#) [21-565](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Ed Eyerman, Ryan Kneubuhl, Mary McDorman, Ivan Mood, Michelle Niles, Aida Peper, Pedro Ramirez, Robert Ranes, Misha Stotlar, Mauricio Tamayo, Balbino Villalpando.

3. [ADOPTION OF WARRANT RESOLUTION](#) [21-567](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2674

Attachments: [Week of Jan.24.2022 Summary Check Register](#)
[Week of Jan.31.2022 Summary Check Register](#)

4. [MINUTES](#) [21-568](#)

RECOMMENDATION:

City Council approve the Minutes of the Regular meeting of February 1, 2022.

Attachments: [02-01-2022 Draft Minutes](#)

5. [ADOPTION OF A RESOLUTION TO CONTINUE CONDUCTING MEETINGS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC](#) [21-566](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the City to continue conducting City Council, Commission, and Committee meetings remotely as needed via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

Attachments: [Draft Resolution No. 2022-xx](#)

6. [MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND 21-569 OBJECTIVES](#)

RECOMMENDATION:

Staff recommends that the City Council approve the February 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

Attachments: [February Update 021522](#)

7. [DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA 21-571 CITY EMPLOYEES ASSOCIATION \(CMCEA\) MEET AND CONFER AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MOU PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Designate Liebert Cassidy Whitmore Partner Peter Brown as the Principal Negotiator and City Manager Lori Ann Farrell Harrison, Assistant City Manager Susan Price, Assistant to the City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMCEA 2016-2022 Memorandum of Understanding (MOU) completed per the requirements of the Transparency In Labor Negotiations Council Policy (hereinafter policy).

8. [BAKER-PLACENTIA-VICTORIA-19TH STREET REGIONAL TRAFFIC 21-517
SIGNAL SYNCHRONIZATION PROJECT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Architectural Engineering Technology, Inc. for the design and implementation of the Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project in the amount of \$2,211,405.23 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a five (5) percent contingency in the amount of \$110,570 for any additional services that may be required for the project.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

Attachments: [1 Professional Services Agreement](#)
[2. Project Corridor](#)

9. [HAMILTON STREET AND SANTA ANA AVENUE IMPROVEMENT 21-550
PROJECT, CITY PROJECT NO. 20-16](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by All American Asphalt, Inc., for the Hamilton Street and Santa Ana Avenue Improvement Project, City Project No. 20-16, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond one (1) year after the filing date; and release the retention monies thirty-five (35) days after the Notice of Completion filing date.

10. [CAL FIRE URBAN FOREST AND COMMUNITY GRANT PROGRAM 21-556 \(CFR 2.0\) AUTHORIZATION](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-xx (Attachment 1), authorizing the Public Services Director to submit an application, and the City Manager or designee to execute the necessary Memorandum of Understanding (Attachment 2) to participate in the CAL FIRE Urban Forest and Community Grant Program (CFR 2.0).

Attachments: [1. City Forest Renewal 2.0 Program Resolution](#)
[2. CFR 2.0 MOU - Costa Mesa](#)

11. [PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES 21-560 FOR THE DESIGN OF FIRE STATION NO. 2](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to PBK-WLC Architects, 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California, in an amount not to exceed \$730,000 for architectural and engineering design services.
2. Authorize contingency allocation in the amount of \$73,000 for work beyond the Scope of Services.
3. Authorize the City Manager and the City Clerk to execute the PSA (Attachment 1) and any future amendments to the agreement within Council authorized limits.

Attachments: [1. PSA with PBK-WLC Architects](#)

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. **[THIRD PUBLIC HEARING REGARDING THE REDISTRICTING 21-563
PROCESS USING THE OFFICIAL 2020 CENSUS DATA](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Conduct the third public hearing to receive additional public input on communities of interest, district boundaries, and draft maps.
2. Consider and discuss draft maps submitted to the City by the public and by NDC.
3. Select a draft map to be considered for first reading at the March 1, 2022 City Council meeting and second reading and adoption at the March 15, 2022 meeting.

Attachments: [1. Public Map 102](#)
[2. Public Map 103](#)
[3. Public Map 104](#)
[4. Public Map 105](#)
[5. Public Map 106](#)
[6. Public Map 107](#)
[7. NDC Map 108](#)
[8. NDC Map 109](#)
[9. NDC Map 110](#)
[10. Public Map 111](#)
[11. Public Map 112](#)
[12. Public Map 113](#)
[13. Public Map 114](#)
[14. NDC Map 115](#)

2. [MINOR CONDITIONAL USE PERMIT \(MCUP\) ZA-21-48 TO AMEND 21-562 PREVIOUSLY-APPROVED CONDITIONAL USE PERMIT \(CUP\) PA-91-102 FOR THE COSTA MESA VILLAGE AFFORDABLE HOUSING DEVELOPMENT, AND A REQUEST TO APPROVE A REGULATORY AGREEMENT AND THE TRANSFER OF OWNERSHIP OF THE COSTA MESA VILLAGE PROPERTY, LOCATED AT 2450 NEWPORT BOULEVARD](#)

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2022-XX to approve MCUP ZA-21-48 to amend previously-approved CUP PA-91-102 to modify certain conditions of approval. Staff also recommends that the Housing Authority Board approve the Termination of Original Regulatory Agreement, Adoption of New Regulatory Agreement, transfer of property ownership from Costa Mesa Village, Ltd. to Century Affordable Development, Inc. (CADI) and authorize the Executive Director to execute these agreements and related documents to approve CADI as the new owner and operator of Costa Mesa Village (CMV).

Attachments: [1. City Council Draft Resolution](#)
[2. Planning Commission Resolution](#)
[3. Applicant Letter](#)
[4. Termination of Regulatory Agreement](#)
[5. Regulatory Agreement \(New\)](#)
[6. Management Plan](#)
[7. Council Policy No. 500-05](#)
[8. Original CUP Staff Report for PA-91-102](#)

OLD BUSINESS:

NONE.

NEW BUSINESS:

NONE.

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

ADJOURNMENT



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-572

Meeting Date: 2/15/2022

TITLE:

Proclamation: Hank Lloyd Retirement

DEPARTMENT: City Manager's Office

CITY OF COSTA MESA, CALIFORNIA

Proclamation

Hank Lloyd

WHEREAS, the City of Costa Mesa recognizes the commitment and contributions of a locally hailed community resident who dedicated his life operating the Costa Mesa Tennis Center for 24 years in the City of Costa Mesa; and

WHEREAS, Hank Lloyd was selected by City the Council to operate the Costa Mesa Tennis Center in 1998, continuing to serve as operator until February of 2022; and

WHEREAS, Hank has dedicated 24 years operating the Tennis Center with his wife of 42 years, Maureen; and

WHEREAS, Hank was a local standout at both Sunny Hills High School in Fullerton, and at San Jose State; and

WHEREAS, Hank has been a long-time fixture in coaching, including a 6-year stint as the head pro at Anaheim Hills Racquet Club; and

WHEREAS, Hank started five Hank Lloyd's Tennis retail shops, including the first one in Anaheim that opened in 1983, building to five locations total in Tustin, Capistrano Beach, Costa Mesa, and Encinitas; and

WHEREAS, Hank implemented the Pro Futures Tournament from 2002 through 2018 for youth tennis players; and

WHEREAS, Hank has mentored many Orange County kids and adults who have stepped on the Costa Mesa Tennis Center courts; and

WHEREAS, the Costa Mesa Tennis Center has served as a popular competition training site for the Southern California Tennis Association for top 14-and-under players; and

WHEREAS, Top American players, such as Taylor Fritz, Taylor Dent, Sam Querret, Stevie Johnson, and Max Cresse have played at the Center over the years; and

WHEREAS, on this occasion of his retirement, we join with Hank Lloyd's family, friends, and the community he served to congratulate him and thank him for his many years of dedicated service to the City of Costa Mesa.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim this special commendation to Hank Lloyd in recognition of his service and commitment to the community, residents, businesses, and the Costa Mesa Tennis Center facility. On behalf of the city, we wish him the best in his retirement.

DATED this fifteenth day of February, 2022

JOHN B. STEPHENS, MAYOR





City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-573

Meeting Date: 2/15/2022

TITLE:

Proclamation: Teen Dating Violence Awareness and Prevention Month

DEPARTMENT: City Manager's Office



TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, teen dating violence, also known as dating abuse, is a serious problem and studies show that 1 in 4 teens will be in an unhealthy or abusive relationship; and

WHEREAS, the theme for February 2022 is to promote #HEALTHYLOVE and all those participating are encourage to wear orange to raise awareness about dating violence; and

WHEREAS, teen dating violence intervention and prevention programs can help to ensure a positive school climate and a safe learning environment for all youth ages 12 to 24; and education and outreach programs to community members address warning signs of teen dating violence among youth before behaviors escalate, and protect the safety of targeted youth; and

WHEREAS, consistent with the Center for Disease Control and Prevention's recommendations for a comprehensive primary prevention program, multiple strategies are required such as teaching safe and healthy relationship skills, engaging influential adults and peers, disrupting the developmental pathways toward partner violence, creating protective environments, strengthening economic supports for families, and supporting survivors to increase safety and lessen harm; and

WHEREAS, each year, an estimated one in ten high school students is physically hurt on purpose by a dating partner; and according to the American Psychological Association, one in three teens ages 14 to 20 have experienced dating abuse and about the same number say they have committed dating abuse themselves; and

WHEREAS, according to the Center for Disease Control and Prevention, one in nine female teens and one in thirteen male teens reported experiencing physical violence in the last year; and according to the Center for Disease Control and Prevention, one in seven female teens and one in nineteen male teens reported experiencing sexual dating violence in the last year; and

WHEREAS, in Orange County, teen dating violence begins on average at 15.5 years old, or tenth grade, one in four have experienced some form of sexual abuse in their teen dating relationships and more than 30 percent have been put down, insulted called bad names, or humiliated/ belittled by their partner on a frequent basis; and



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, five out of ten teens in Orange County reported having experienced abuse in only one high school dating relationship, local research reveals nearly 35 percent of teens reported being pushed, shoved or slapped by their dating partner and almost 30 percent reported having a partner threaten to hurt them, with nine percent of those reporting it was frequent or routine occurrence; and

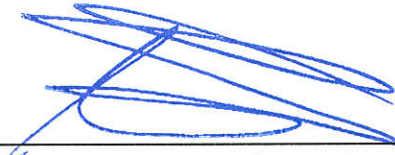
WHEREAS, teen dating violence is a pattern of behavior that includes physical, verbal, sexual and emotional abuse, which can occur in person or through electronic communication and social media; and

WHEREAS, survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as use of alcohol, tobacco, and other drugs; and are at higher risk for victimization during college, and adolescent perpetrators of dating violence are more likely to abuse their intimate partners as adults; and

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth; now, therefore, be it

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa do hereby proclaim the month of February 2022 as **Teen Dating Violence Awareness and Prevention Month**, and encourage all residents to join me in supporting communities to empower teens to develop healthy and violence-free relationships throughout their lives.

DATED this fifteenth day of February 2022.



John B. Stephens, Mayor of City of Costa Mesa



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-564

Meeting Date: 2/15/2022

TITLE:

PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Agency Board approve the reading by title only and waive full reading of Ordinances and Resolutions.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-565

Meeting Date: 2/15/2022

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Ed Eyerman, Ryan Kneubuhl, Mary McDorman, Ivan Mood, Michelle Niles, Aida Peper, Pedro Ramirez, Robert Ranes, Misha Stotlar, Mauricio Tamayo, Balbino Villalpando.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-567

Meeting Date: 2/15/2022

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

CONTACT INFORMATION: Carol Molina at (714) 754-5036

RECOMMENDATION:

City Council approve Warrant Resolution No. 2674

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. 22-02 "A" for \$946.83 and 22-03 for \$2,745,944.36 and City operating expenses for \$1,802,260.34.

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jan 25, 2022

Run Time 11:17:22 AM

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0235840	01/25/22	P	Project Hope Alliance	0000027373	39,321.69
<i>Line Description:</i> CDBG-CV Outreach Svc-Oct-Dec21					
TOTAL					\$39,321.69

39,321.69 +
869,488.26 +
202,788.87 +
1,111,598.82 *

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235841	01/31/22	P	Antonio Macias	0000021817	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235842	01/31/22	P	Barbara Tintle	0000016912	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235843	01/31/22	P	Bonnie Kubota	0000005792	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
0235844	01/31/22	P	Bradley Whiteaker	0000000341	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235845	01/31/22	P	Burton Santee	0000003920	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235846	01/31/22	P	Chano Camarillo	0000001558	415.21
			Line Description: Qtrly Retiree Med Ins Payment		
0235847	01/31/22	P	Chris Holmes	0000002557	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
0235848	01/31/22	P	Chris Reed	0000003777	464.23
			Line Description: Qtrly Retiree Med Ins Payment		
0235849	01/31/22	P	Dan Mudra	0000006272	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235850	01/31/22	P	David Alkema	0000000970	584.24
			Line Description: Qtrly Retiree Med Ins Payment		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235851	01/31/22	P	Deanna Reed	0000002777	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
0235852	01/31/22	P	Dennis Barton	0000001209	154.56
			Line Description: Qtrly Retiree Med Ins Payment		
0235853	01/31/22	P	Diane J Moore	0000003221	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
0235854	01/31/22	P	Don Boynton	0000015805	377.93
			Line Description: Qtrly Retiree Med Ins Payment		
0235855	01/31/22	P	Eric Engle	0000002128	526.44
			Line Description: Qtrly Retiree Med Ins Payment		
0235856	01/31/22	P	Frank Fantino	0000005635	670.17
			Line Description: Qtrly Retiree Med Ins Payment		
0235857	01/31/22	P	Frank Rudisill	0000003871	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0235858	01/31/22	P	Frederick Merrill	0000005365	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235859	01/31/22	P	Fredric Wagner	0000004444	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235860	01/31/22	P	Gary Bray	0000005933	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0235861	01/31/22	P	Gary Golson	0000002370	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0235862	01/31/22	P	Gary Mc Erlain	0000017407	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235863	01/31/22	P	Gerald Poarch	0000003653	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0235864	01/31/22	P	Glen Stroud	0000006152	441.01
			Line Description: Qtrly Retiree Med Ins Payment		
0235865	01/31/22	P	Harold Arnold	0000001076	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235866	01/31/22	P	Harold Newbern	0000013391	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235867	01/31/22	P	Henry Santo	0000003921	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235868	01/31/22	P	James Boucher	0000021818	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235869	01/31/22	P	James Parnell	0000003558	412.37
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235870	01/31/22	P	James Solliday	0000015717	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235871	01/31/22	P	Jeffrey Horn	0000009003	703.05
			Line Description: Qtrly Retiree Med Ins Payment		
0235872	01/31/22	P	John E Fitzpatrick	0000002234	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235873	01/31/22	P	John Pherrin	0000006031	526.95
			Line Description: Qtrly Retiree Med Ins Payment		
0235874	01/31/22	P	Karin Robinson	0000008079	260.16
			Line Description: Qtrly Retiree Med Ins Payment		
0235875	01/31/22	P	Karl J Verhoef	0000004410	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235876	01/31/22	P	Keith M Jones	0000002776	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235877	01/31/22	P	Keith Van Holt	0000007339	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235878	01/31/22	P	Kenneth Soltis	0000007968	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235879	01/31/22	P	Kevin Gleason	0000006350	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235880	01/31/22	P	Klaus Straschil	0000004169	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0235881	01/31/22	P	Kurt Lystne	0000008712	802.95
			Line Description: Qtrly Retiree Med Ins Payment		
0235882	01/31/22	P	Larry Arruda	0000001080	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235883	01/31/22	P	Larry M Hicks	0000002525	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235884	01/31/22	P	Lawrence P Torres	0000004278	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235885	01/31/22	P	Lawrence Stice	0000015806	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235886	01/31/22	P	Lena Leonard	0000008080	555.59
			Line Description: Qtrly Retiree Med Ins Payment		
0235887	01/31/22	P	Lou Steiner	0000005965	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235888	01/31/22	P	Marilyn Ellis-Hollobaugh	0000002108	412.37
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235889	01/31/22	P	Merton Switzer	0000004204	233.69
			Line Description: Qtrly Retiree Med Ins Payment		
0235890	01/31/22	P	Michael Basso	0000021265	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235891	01/31/22	P	Michael Moran	0000018227	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
0235892	01/31/22	P	Michael Swanson	0000006237	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		
0235893	01/31/22	P	Michael Treanor	0000006788	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235894	01/31/22	P	Michael V Ginther	0000002339	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235895	01/31/22	P	Michael W Carver	0000001599	1,003.05
			Line Description: Qtrly Retiree Med Ins Payment		
0235896	01/31/22	P	Mitchell G Phillips	0000004711	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
0235897	01/31/22	P	Neil Leveratt	0000002948	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235898	01/31/22	P	Norman K Kutch	0000002875	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0235899	01/31/22	P	Pamela S Greene	0000005256	301.76
			Line Description: Qtrly Retiree Med Ins Payment		
0235900	01/31/22	P	Patricia Novack	0000012034	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
0235901	01/31/22	P	Perry J Grant	0000008771	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
0235902	01/31/22	P	Peter Merritt	0000005114	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0235903	01/31/22	P	Peter Tenace	0000007198	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
0235904	01/31/22	P	Robert B Phillips	0000005388	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235905	01/31/22	P	Robert Beauchamp	0000001223	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0235906	01/31/22	P	Robert Bourdieu	0000021267	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
0235907	01/31/22	P	Robert Ciszek	0000001670	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0235908	01/31/22	P	Robert Fate	0000002183	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235909	01/31/22	P	Robert L Taylor	0000006299	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235910	01/31/22	P	Roger Neth	0000003312	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235911	01/31/22	P	Ronald A Smith	0000004053	436.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235912	01/31/22	P	Rulon Hatch	0000006012	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235913	01/31/22	P	Sam Nguyen	0000021573	430.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235914	01/31/22	P	Scott Broussard	0000001420	952.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235915	01/31/22	P	Sheila Maurice	0000003091	202.34
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
0235916	01/31/22	P	Stanley Borek	0000001347	278.65
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235917	01/31/22	P	Steven Feather	0000002187	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235918	01/31/22	P	Steven Spielberg	0000004127	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235919	01/31/22	P	Teresa Peterson Goerke	0000016963	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
0235920	01/31/22	P	Thomas Banks	0000021751	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235921	01/31/22	P	Thomas Hamilton	0000012365	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235922	01/31/22	P	Thomas MacDuff	0000006064	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235923	01/31/22	P	Thomas Neth	0000007978	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235924	01/31/22	P	Thomas Stewart	0000006560	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235925	01/31/22	P	Tracy Jones	0000002778	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0235926	01/31/22	P	Ursula Basich	0000022488	507.81
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235927	01/31/22	P	Ve Tran	0000004296	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0235928	01/31/22	P	Victor Clift	0000008954	297.78
			Line Description: Qtrly Retiree Med Ins Payment		
0235929	01/31/22	P	Virginia Anderson	0000008307	154.56
			Line Description: Qtrly Retiree Med Ins Payment		
0235930	01/31/22	P	William Todd	0000004269	125.91
			Line Description: Qtrly Retiree Med Ins Payment		
0235931	01/28/22	P	All American Asphalt	0000000971	55,426.89
			Line Description: Retention Payable Final Proj#20-16/400015		
0235932	01/28/22	P	BrightView Landscape Services Inc	0000026055	187,131.42
			Line Description: Maint Svs-Dec 2021		
0235933	01/28/22	P	Care Ambulance Service Inc	0000019807	73,625.00
			Line Description: Ambulance Staffing 1/1-1/15/22		
0235934	01/28/22	P	Clean Street	0000001098	66,580.22
			Line Description: Sreet Sweeping-Dec 21 Wkly Bus Shelter Pressure Wash Pressure Wash NP/ W 19th St QtrlyBus Benches Pressure Wash		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235935	01/28/22	P	Davis Farr LLP	0000023871	22,060.00
			<i>Line Description:</i> FY20/21 Financial Audit Svcs		
0235936	01/28/22	P	Lyons Security Service Inc	0000027168	17,992.80
			<i>Line Description:</i> Lions Park Security-Dec 2021		
0235937	01/28/22	P	Time Warner Cable	0000011202	22,861.97
			<i>Line Description:</i> CH Cable Svc-1/6-2/5/22		
			HVAC Alarm-1/7-2/6/22		
			Bridge Shltr Cable-1/9-2/8/22		
			Shltr Internet-1/10-2/9/22		
			CH Cable Svc-1/6-2/5/22		
			CH Cable Svc-12/22-1/21/22		
			Internet CH-12/18-1/17/22		
			Internet PD-12/18-1/17/22		
			NCC Internet-12/22-1/21/22		
			HVAC Alarm- 12/22-1/21/22		
			CH Internet-12/17-1/16/22		
			3175 Airway-12/16-1/15/22		
			Internet FS#4 12/13-1/12/22		
			Internet Var Loc-12/19-1/18/22		
			Equip Fees-PD 12/16-1/15/22		
			Internet Sr Cntr-12/16-1/15/22		
0235938	01/28/22	P	US Bank	0000002228	149,034.45
			<i>Line Description:</i> FI-GFOA Budget Award		
			PCS-CMSC Event Supplies		
			PCS-Thnksgrvng Event Supplies		
			PCS-Trunk or Treat Supplies		
			PCS-Volleyball Event Supplies		
			PCS-Promotional Post		
			PCS-Animal Care Svc Ofc Equip		
			PCS-ROCKS Supplies		
			PCS-ROCKS Prog Supplies		
			PCS-Camp Costa Mesa Refreshmen		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	PCS-CampCostaMesa Excur Dep		
			PCS-CampCostaMesa Excurs Depos		
			PCS-Trunk or Treat Supplies		
			PCS-Movie Monday Supplies		
			PCS-Brkfast w/Santa Supplies		
			PCS-Volunteer Breakfast Suppli		
			PCS-Volunteer Brkfast Supplies		
			PCS-Halloween Supplies		
			PCS-Veterans Lunch Supplies		
			PCS-Women in Leisure Regitrn		
			PCS-Office Supplies		
			PCS-Amazon Monthly Fee		
			PCS-Uniform Pants-Lopez		
			PCS-CPRS Mbrshp- Martinez		
			PCS-LEAP Supplies		
			PCS-Shipping Fee Credit		
			Event Supplies		
			PCS-Event Supplies		
			PCS-Staff Uniforms		
			PCS-Women in Leisure		
			PCS-Women in Leisure Reg		
			PCS-Pool Deck Items		
			PCS-SCPPOA Membership		
			PCS-Med/Health Insp Fee		
			PCS-Aquatic Cntr Supplies		
			PCS-Downtown Rec Supplies		
			PCS-Chemical Room Supplies		
			PCS-Women in Leisure Regsrtn		
			PCS-Food for staff Mtg		
			PCS-Snoopy House Supplies		
			PCS-ARTventure Ad		
			PCS-ARTventure Subscrptn		
			PCS-Comm Garden Supplies		
			PCS-Food for Event Staff		
			PCS-Trunk or Treat Supplies		
			PCS-Gallery Reception Supplies		
			PCS-Linen Cleaning		
			PCS-Restroom Supplies		
			PCS-Staff Development		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: PCS-Movie Monday Subscrptn
 PCS-Special Event Supplies
 PCS-Artist Reception Supplies
 PCS-Volunteer Brkfast Supplies
 PCS-Office Equipment
 PCS-Bluetooth Speaker
 PCS-Sharps Container
 PCS-CPR/1st Aid Training
 PCS-Client Transportation
 CM-Food for Council Mtg
 CM-OCCMA Manager Luncheon
 CM-NPB Chamber Netwk-Reyes
 CM-NPB Chamber Event-Jakher
 CM-Car Service Pickup Refund
 CM-NPB Chamber Network Event
 CM-RFP Posting
 CM-Nameplate Holder
 CM-Food for Council Mtg
 CM-Privacy Screen-Molina
 CM-Coffee for Finance Dept
 CM-Coffee Cups for Finance Dep
 CM-Coffee
 CM-Coffee Supplies
 CM-Event Refreshments
 CM-Food for Council Mtg
 CM-food for Council Mtg
 CM-Food for District Mtg
 CM-Strong Towns Luncheon
 CM-ICMA Mbrshp Renew-LAFH
 CM-SCAG Reg-Chief of Staff
 CM-Food Merrimac Ribbon Cut
 CM-Neth Park Event Supplies
 CM-Refresh for Strong Towns
 CM-Refresh-Sierra Club Townhal
 CM-LA Times
 CM-NY Times Subscrptn
 CM-Constant Contact Fee
 CM-Council Snacks
 CM-Networking Event

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: CM-ICSC Booth Charge
CM-PreBoard Fee-Marr
CM-ICSC Hotel Deposit
CM-ISCS Booth Catering
CM-Flight for ICSC-Marr
CM-PreBoard Charge-Marr
CM-PreBoard for Stephens
CM-Flight for Stephens-ICSC
CM-Food for Council/Dist Mtg
CM-Smart Growth Conf Registrat
CM-Urban Land Conf Registratio
CM-Business Mtg Lunch
CM-Ribbon for Movember
IT-Webcams
IT-Keyboard/Mouse
IT-Refresh for Dept Mtg
IT-Cybersecur order canceled
IT-Cybersecurity Training Supp
IT-Food-Cybersecurity Training
IT-Refresh-Cybersecurity Train
IT-Docking Station
IT-Wireless Keyboard
IT-Windows for Mac Pro
IT-Monitor Mounts/Cable Clips
IT-Speakers
IT-Color Printer
IT-Online Mtg Platform
IT-MS365 Subscrip-CM Ofc
IT-Laptop for IT Manager
IT-Online Queuing System
PD-Coffee
PD-Shipping Box
PD-Food for SWAT Callout
PD-Food for Public Records Cla
PD-Fuel
PD-Rental Car
PD-Baggage Fee
PD-Shipping Fee
PD-Radar Box Batteries

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 Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:

- PD-Food for Animal Control
- PD-Audio Component
- PD-Phone Replacement
- PD-Electronic Parts/Components
- PD- K9 Vaccine
- PD-Annual Vet Exam
- PD-Water -Sgt Mtg
- PD-Food for Sgt Mtg
- PD-Retirement Shadowbox
- PD-Event Supplies
- PD-Food for Event
- PD-iCloud Storage
- PD-icloud Storage Fee
- PD-Trunk or Treat Event
- PD-Food for Supervisor Mtg
- PD-Trunk or Treat Supplies
- PD-Veterans Event Supplies
- PD-PC832 Reg-Vaughn
- PD-Lodging-SLI-Miles
- PD-Lodging-SLI-Garcia
- PD-ExecLdrshp Reg-Fyad
- PD-Food for Recruitment
- PD-Lodging-SLI-Bradbury
- PD-Bias/Error Reg-Davila
- PD-Elder Abuse Reg-Korte
- PD-Food for Recrtuitment
- PD-Mg/Sprvsr Reg-Beckner
- PD-Exec Ldrshp Reg-Dempsey
- PD-HumaneLawEnf Reg-Swisher
- PD-Divrsn Devise Reg-Alegado
- PD-Euthanasia Reg-2 Officers
- PD-Mental Health Reg-2 Ofcrs
- PD-Street Survival - 7 Ofcrs
- PD-Behavioral Analysis Trainin
- PD-Lodging-Host Neg-Lippincott
- PD-Lodging-Hostage Neg-Lippinc
- PD-Mental Health Reg-Hernandez
- FD-Water- FD #4
- FD-Water FS# 4/6

SUMMARY CHECK REGISTER

Bank: CITY

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:

- FD-Creasing Machine
- FD-Fire Chief Assoc Mbrshp
- FD-Transportation
- FD-Hotel-Cal Chief Mtg
- FD-Hotel Accreditation Wrkshp
- FD-Lunch-Accreditation Wrkshp
- FD-Lunch-Accreditation Wrkshp
- FD-Airline Ticket-Cal Cities M
- FD-Dinner-Accreditation Wrkshp
- FD-Transporation-Cal Chief Mtg
- FD-Transportation-Cal Chief Mt
- FD-Calcities Reg Fee
- FD-Supplies for Trailboss
- FD-Lunch-Truck Pickup
- FD-Baggage Fee-TruckPickup
- FD-Baggage Fee-Truck Pickup
- FD-Baggage Fee- Truck Pickup
- FD-Lunch-PreDeployment
- FD-Helmet Decals
- FD-Kitchen SuppliesFS#4
- FD-Kitchen Supplies FS#6
- FD-Kitchen Supplies- FS#2
- FD-Shutterstock Monthly Fee
- FD-Peer Support Class Reg-2
- FD-BLS Online Course
- FD-BLS Prov/Inst Renewals
- FD-Lock/Cable OC Marathon
- DS-CACEO Training
- DS-Microwave
- DS-Otterbox Case
- DS-Otterbox Cases
- DS-Certification Class-Jenning
- DS-11 CEQA Books
- DS-SCAG Admission
- DS-Bluetooth Adapter
- DS-Dropbox Subscription
- DS-Oct Hybrid Lunch eticket
- DS-EWS Training-Jacobo
- DS-Monitor Mount Stand

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> CC-Brown Act Training CC-Screen Magnifier-Commission PS-12V Battery-City Hall PS-Hardware for City Hall PS-Amazon Subscription PS-Amazon Subscripbn Credit PS-Office Supplies PS-office Supplies PS-Food for Business Mtg PS-ITE Membership-Rosales PS-CEAOC General Admission HR-Meet & Greet Supplies HR-CALPELRA Conference HR-Meal-NI Manager Recruitment HR-Meals-NI Manager Recruitmen HR-Fuel HR-Parking Fee HR-Lodging-Conference FI-Utilities Mesa Water					
0235942	01/28/22	P	Ware Disposal Inc	0000000255	20,413.14
<i>Line Description:</i> Waste Collection-Nov 2021 Waste Collection-Jan 2022					
0235943	01/28/22	P	AT & T	0000001107	1,863.27
<i>Line Description:</i> WSS Alarm 11/27-12/26/21 PD DSL-11/27-12/26/21 Lions Park-11/24-12/23/21 NCC Fire Alarm-11/24-12/23/21 Snr Cntr DSL-11/24-12/23/21 Jack Hammett 11/20-12/19/21 Red Phone FS1-11/20-12/19/21 MetroNet 11/20-12/19/21 Fire Emerg Line-11/20-12/19/21 DRC Fire Alarm-11/20-12/19/21 PRI Circuit-11/20-12/19/21 2310 Placentia-11/19-12/18/21					

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Wakeham Park-12/10-1/9/22 Red Phone FS5-11/20-12/19/21 Lions Park-11/19-12/18/21 Red Phone FS4-11/20-12/19/21		
0235944	01/28/22	P	AT & T	0000001107	143.03
			<i>Line Description:</i> Inrnt-Skate Prk-12/25-1/24/22 Internet-Fleet-12/15-1/14/22		
0235945	01/28/22	P	AT & T Teleconference Services	0000001107	693.90
			<i>Line Description:</i> Telecomm Svc-Dec 2021		
0235946	01/28/22	P	Angel Auto Spa LLC	0000027465	3,446.07
			<i>Line Description:</i> PD Vehicle Wash-Dec 2021 City Vehicles-Dec 2021		
0235947	01/28/22	P	Animal Pest Management Services Inc	0000001049	1,840.00
			<i>Line Description:</i> Weed Abatement Svs-Dec 2021		
0235948	01/28/22	P	Bartel Associates LLC	0000017771	1,980.00
			<i>Line Description:</i> Actuarial Consult Svcs		
0235949	01/28/22	P	Bee Busters Inc	0000007572	100.00
			<i>Line Description:</i> Bee Removal		
0235950	01/28/22	P	Blue Cosmo	0000026920	705.25
			<i>Line Description:</i> Satellite Phone Svcs-Jan 22		
0235951	01/28/22	P	Bound Tree Medical LLC	0000011695	6,182.81
			<i>Line Description:</i> EMS Supplies EMS Supplies		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> EMS Supplies		
0235952	01/28/22	P	CLEA	0000004754	2,915.50
			<i>Line Description:</i> Police Officer LTD-Jan 2022		
0235953	01/28/22	P	California Forensic Phlebotomy Inc	0000001500	4,487.48
			<i>Line Description:</i> Blood Draw Sys-Dec 2021		
0235954	01/28/22	P	County of Orange	0000003486	626.50
			<i>Line Description:</i> Unspent Grant: Meal Gap Servic		
0235955	01/28/22	P	Daniels Tire Service	0000001922	1,818.27
			<i>Line Description:</i> Warehouse Stock-Tires		
0235956	01/28/22	P	Dixon Resources Unlimited	0000027441	1,811.25
			<i>Line Description:</i> Citywide Parking Study		
0235957	01/28/22	P	ECKERSALL LLC	0000025412	3,515.00
			<i>Line Description:</i> GIS Svs 12/6-12/30/21		
0235958	01/28/22	P	Enterprise Rent A Car	0000002131	8,359.75
			<i>Line Description:</i> Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
0235959	01/28/22	P	FM Thomas Air Conditioning Inc	0000017151	2,605.04
			<i>Line Description:</i> AC Inspection-PD Substation		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Boiler Inspection-DD Library Blower Repair Consulting-Comm		
0235960	01/28/22	P	Ferguson Enterprises Inc #1350	0000007785	1,004.85
			Line Description: WSS Plumbing Repair Plumb Repair-Historical Societ		
0235961	01/28/22	P	Ford Fleet Care	0000026262	2,660.63
			Line Description: Parts Repairs		
0235962	01/28/22	P	Galls LLC	0000002297	989.87
			Line Description: Safety Ves-Bissell Uniform-Carboni		
0235963	01/28/22	P	Granicus LLC	0000015382	10,953.82
			Line Description: Agenda Mgnt Svs 1/1-3/31/22		
0235964	01/28/22	P	International Coatings Company Inc	0000025519	1,905.82
			Line Description: Red Curb Marking Paint		
0235965	01/28/22	P	Interstate Batteries of California Coast	0000002700	1,273.23
			Line Description: Batteries Batteries		
0235966	01/28/22	P	James Parnell	0000003558	428.81
			Line Description: Repl Ck# 0232916		
0235967	01/28/22	P	Joe Mar Polygraph & Investigation	0000027462	900.00
			Line Description: Pre-Employmet Polygraph		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235968	01/28/22	P	John Stephens	0000002112	40.42
			Line Description: Cab Fare- ICSC Conf 12/5/21		
0235969	01/28/22	P	Johnson Controls Fire Protection LP	0000026089	684.00
			Line Description: PD Fire Alarm Svcs		
0235970	01/28/22	P	Jorge Ferreer	0000029522	4,000.00
			Line Description: Refund Permit #PS21-01196		
0235971	01/28/22	P	KOA Corporation	0000003129	14,248.09
			Line Description: Adams Ave Proj-9/27-10/31/21		
0235972	01/28/22	P	KP Research Services, Inc	0000029452	2,000.00
			Line Description: Background Investigation		
0235973	01/28/22	P	Kelly Spicers Stores	0000029500	216.79
			Line Description: Presentation Bond		
0235974	01/28/22	P	Kellys Pool Service	0000013443	240.00
			Line Description: DRC Pool Svc-Jan 2022		
0235975	01/28/22	P	Knorr Systems Inc	0000005036	408.95
			Line Description: DRC Pool Chemical		
0235976	01/28/22	P	LN Curtis & Sons	0000002983	1,417.48
			Line Description: Extension Ladder		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235977	01/28/22	P	LexisNexis Risk Data Management Inc	0000019179	288.00
			Line Description: Public Records Access-Dec 2021		
0235978	01/28/22	P	Los Angeles Times	0000003000	2,597.63
			Line Description: CC - Legal Publications-Nov21		
0235979	01/28/22	P	Mike Raahauges Shooting Enterprises	0000006853	316.00
			Line Description: Range Fees - Dec 2021		
0235980	01/28/22	P	Orange County Chiefs of Police &	0000003427	200.00
			Line Description: 2022 Tri-County Wrkshp-Lawrenc		
0235981	01/28/22	P	Orange County Mosquito & Vector Control	0000021750	27.27
			Line Description: November 2021		
0235982	01/28/22	P	Orange County Probation Department	0000003491	2,228.63
			Line Description: 2nd Qtr OT for Probation Ofcr		
0235983	01/28/22	P	Orange County Treasurer Tax Collector	0000003489	13,133.67
			Line Description: Parking Cite Fees-Dec 2021		
0235984	01/28/22	P	Park Consulting Group, Inc	0000029398	14,068.75
			Line Description: LMC Svcs 10/21-11/30/21		
0235985	01/28/22	P	Penhall Company	0000003586	12,417.60
			Line Description: Sidewalk Grinding		
0235986	01/28/22	P	Pyxis Water Systems Inc	0000015837	2,500.00
			Line Description: Lake Maint Svcs		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235987	01/28/22	P	Scott Fazekas & Associates Inc	0000003961	11,481.15
			Line Description: Plan Check Svcs-May 2021 Plan Chk Svc-12/1-12/31/21		
0235988	01/28/22	P	Sheer Construction	0000029523	4,000.00
			Line Description: Refund Permit #PS21-01261		
0235989	01/28/22	P	Siemens Industry Inc	0000002904	5,669.60
			Line Description: Council Chambers Heater Repair		
0235990	01/28/22	P	Sims Orange Welding Supply Inc	0000004030	41.42
			Line Description: Welding Supplies		
0235991	01/28/22	P	Smartsheet Inc	0000027381	1,594.00
			Line Description: Training Resource Subscription Service		
0235992	01/28/22	P	South Coast Emergency Vehicle Services	0000003643	10,994.56
			Line Description: Annual Price Agreement		
0235993	01/28/22	P	Southern California Shredding Inc	0000025605	35.00
			Line Description: FI - Shredding Svc-Dec 2021		
0235994	01/28/22	P	State of California Dept of Justice	0000001534	324.00
			Line Description: Livescan/Fingerprinting Servic		
0235995	01/28/22	P	Susan Saxe Clifford PHD	0000003932	450.00
			Line Description: Psych Eval		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235996	01/28/22	P	Tillmann Forensic Investigation LLC	0000025643	300.00
			Line Description: Fingerprint Svc-Dec 2021		
0235997	01/28/22	P	Townsend Public Affairs Inc	0000021510	6,075.00
			Line Description: Consulting Svs-Jan 22		
0235998	01/28/22	P	Trevor Jones	0000024405	6,624.00
			Line Description: Adv Dis 12/17-12/31/21&1/1-1/3		
0235999	01/28/22	P	Verified First LLC	0000027240	40.00
			Line Description: Pre-Employment Credit Check		
0236000	01/28/22	P	Verizon Wireless	0000008717	6,332.45
			Line Description: PD Phone Svc-11/24-12/23/21		
			FI Phone Svc-11/18-12/17/21		
0236001	01/28/22	P	Vulcan Materials Company	0000007403	179.47
			Line Description: Asphalt		
			Asphalt		
0236002	01/28/22	P	WEX Health Inc	0000029308	411.60
			Line Description: FSA Admin Fees-Dec 2021		
0236003	01/28/22	P	Waxie Sanitary Supply	0000004480	4,079.45
			Line Description: Warehouse Floor Stock		
			Warehouse Floor Stock		
0236004	01/28/22	P	Wex Bank	0000014258	828.97

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 25

Run Date Jan 27, 2022

Run Time 11:18:57 AM

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Fuel - 12/7-1/6/2022

TOTAL	\$869,488.26
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End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jan 27, 2022

Run Time 11:22:02 AM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0235939	01/28/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0235940	01/28/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0235941	01/28/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012685	01/31/22	P	Albert Spencer	0000004120	763.13
			Line Description: Qtrly Retiree Med Ins Payment		
012686	01/31/22	P	Allan L Roeder	0000003720	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012687	01/31/22	P	Allen D Huggins	0000002589	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012688	01/31/22	P	Andres Sepulveda	0000003988	2,475.00
			Line Description: Qtrly Retiree Med Ins Payment		
012689	01/31/22	P	Andrew Chalkley	0000025404	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
012690	01/31/22	P	Ann Shultz	0000006607	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
012691	01/31/22	P	Arthur V Beames Jr	0000017738	67.33
			Line Description: Qtrly Retiree Med Ins Payment		
012692	01/31/22	P	Baltazar Mejia	0000023439	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012693	01/31/22	P	Betty Garcia	0000024432	652.95
			Line Description: Qtrly Retiree Med Ins Payment		
012694	01/31/22	P	Bobby Y Masuzumi	0000003081	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012695	01/31/22	P	Brian W Roberts	0000006274	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012696	01/31/22	P	Bruce Hartley	0000011119	648.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012697	01/31/22	P	Bruce McGregor	0000011206	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012698	01/31/22	P	Bruce R Ballinger	0000001167	412.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012699	01/31/22	P	Bruce Radomski	0000003742	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012700	01/31/22	P	Bruce W Covey	0000013041	660.66
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012701	01/31/22	P	Bryan Glass	0000002342	1,767.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012702	01/31/22	P	Cameron Phillips	0000005875	903.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012703	01/31/22	P	Carl McConnell	0000013933	936.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012704	01/31/22	P	Charles A Bassett	0000011742	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012705	01/31/22	P	Charles F Carr	0000006236	865.50
			Line Description: Qtrly Retiree Med Ins Payment		
012706	01/31/22	P	Charles J Oliver Jr	0000009684	553.05
			Line Description: Qtrly Retiree Med Ins Payment		
012707	01/31/22	P	Charlotte Bluell	0000008644	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012708	01/31/22	P	Cherie M Pittington	0000003641	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012709	01/31/22	P	Cheryl R Helwig	0000006915	393.23
			Line Description: Qtrly Retiree Med Ins Payment		
012710	01/31/22	P	Chris Goldworthy	0000029067	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
012711	01/31/22	P	Christina Powell OBrien	0000016961	355.07
			Line Description: Qtrly Retiree Med Ins Payment		
012712	01/31/22	P	Christopher B Bates	0000001213	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012713	01/31/22	P	Christopher G Walk	0000004450	1,071.00
			Line Description: Qtrly Retiree Med Ins Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012714	01/31/22	P	Christopher J Boyd	0000001363	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012715	01/31/22	P	Christopher K Brimhall	0000001402	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012716	01/31/22	P	Christopher Kudelka	0000005822	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012717	01/31/22	P	Clay G Epperson	0000002141	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012718	01/31/22	P	Corrie Viera	0000019128	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
012719	01/31/22	P	Curt D Yoder	0000004601	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012720	01/31/22	P	D Dennis Johnson	0000011317	546.08
			Line Description: Qtrly Retiree Med Ins Payment		
012721	01/31/22	P	Dale H Ashley	0000010564	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
012722	01/31/22	P	Dale R Birney	0000001277	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012723	01/31/22	P	Dan Stevenson	0000013602	546.08
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012724	01/31/22	P	Dana Potts	0000008186	853.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012725	01/31/22	P	Danny Hogue	0000006802	526.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012726	01/31/22	P	Darlene Bell	0000005602	125.91
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012727	01/31/22	P	Darrel Raney	0000005800	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012728	01/31/22	P	David A Dye	0000002065	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012729	01/31/22	P	David C Goerke	0000009386	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012730	01/31/22	P	David Hollister	0000021620	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012731	01/31/22	P	David K Makiyama	0000003041	1,003.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012732	01/31/22	P	David Maurer	0000007564	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012733	01/31/22	P	David S Andersen	0000001040	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
012734	01/31/22	P	David Sorge	0000004068	319.12
			Line Description: Qtrly Retiree Med Ins Payment		
012735	01/31/22	P	David Tait	0000022487	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012736	01/31/22	P	Dawna Myers	0000003273	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
012737	01/31/22	P	Deborah Zimmerman	0000023438	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
012738	01/31/22	P	Debra Yasui	0000007276	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
012739	01/31/22	P	Dee Dee H Nelson	0000006575	164.07
			Line Description: Qtrly Retiree Med Ins Payment		
012740	01/31/22	P	Dennis B Sanders	0000003910	256.38
			Line Description: Qtrly Retiree Med Ins Payment		
012741	01/31/22	P	Diane Butler	0000008078	235.44
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012742	01/31/22	P	Diane M Jarrett	0000007645	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
012743	01/31/22	P	Don Holford	0000006025	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
012744	01/31/22	P	Donald B Brown	0000004900	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012745	01/31/22	P	Doneen J Westenhaver	0000009746	289.60
			Line Description: Qtrly Retiree Med Ins Payment		
012746	01/31/22	P	Donna Fagot	0000013934	20.34
			Line Description: Qtrly Retiree Med Ins Payment		
012747	01/31/22	P	Donna J Theriault	0000005411	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012748	01/31/22	P	Doug Johnson	0000005743	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012749	01/31/22	P	Doug Lovell	0000018477	652.95
			Line Description: Qtrly Retiree Med Ins Payment		
012750	01/31/22	P	Doug Prochnow	0000012127	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012751	01/31/22	P	Douglas Wilson	0000006759	550.41
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012752	01/31/22	P	Edward Dryzmala	0000006686	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
012753	01/31/22	P	Edward H Hunter	0000002597	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
012754	01/31/22	P	Edward Petros	0000003615	622.39
			Line Description: Qtrly Retiree Med Ins Payment		
012755	01/31/22	P	Edward W Lewis	0000002956	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012756	01/31/22	P	Elaine C Chiang	0000007135	24.41
			Line Description: Qtrly Retiree Med Ins Payment		
012757	01/31/22	P	Ellen M Fenwick	0000023268	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012758	01/31/22	P	Eric Johnson	0000002765	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
012759	01/31/22	P	Eric McVey	0000007918	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
012760	01/31/22	P	Ernesto A Munoz	0000003261	853.05
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012761	01/31/22	P	Florine T Reichle	0000003787	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012762	01/31/22	P	Frederick T Seguin	0000003981	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012763	01/31/22	P	Gaetano Russo	0000019793	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012764	01/31/22	P	Gary D Webster	0000004487	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
012765	01/31/22	P	Gary L Conlon	0000001762	498.30
			Line Description: Qtrly Retiree Med Ins Payment		
012766	01/31/22	P	Gary Wong	0000012009	348.56
			Line Description: Qtrly Retiree Med Ins Payment		
012767	01/31/22	P	Gene Barbee	0000001188	606.56
			Line Description: Qtrly Retiree Med Ins Payment		
012768	01/31/22	P	George A Rose	0000007595	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
012769	01/31/22	P	George J Yezbick Jr	0000005045	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
012770	01/31/22	P	George L Lorton	0000002995	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012771	01/31/22	P	Georgia A Ethier	0000002154	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012772	01/31/22	P	Gerald S Vasquez	0000006833	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012773	01/31/22	P	Gerald W Stucky	0000004172	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012774	01/31/22	P	Gerard J Stukkie	0000004174	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012775	01/31/22	P	Gregg A Steward	0000004159	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012776	01/31/22	P	Gregory Beutz	0000001261	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012777	01/31/22	P	Gregory J Edwards	0000001384	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012778	01/31/22	P	Gregory Knackert	0000017588	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012779	01/31/22	P	Gregory LaFave	0000014549	553.05
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012780	01/31/22	P	Gregory P Scott	0000003963	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012781	01/31/22	P	H Michael Griffin	0000006936	83.37
			Line Description: Qtrly Retiree Med Ins Payment		
012782	01/31/22	P	Harlan Pauley	0000003569	555.59
			Line Description: Qtrly Retiree Med Ins Payment		
012783	01/31/22	P	Helen Nenadal	0000022319	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012784	01/31/22	P	Helene Rosenbaum	0000003861	125.91
			Line Description: Qtrly Retiree Med Ins Payment		
012785	01/31/22	P	Herbert C Ohde Jr	0000003399	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012786	01/31/22	P	Holly L Carver	0000001597	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012787	01/31/22	P	Jack D Schuitt	0000003952	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012788	01/31/22	P	Jack Koch	0000002859	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012789	01/31/22	P	Jack L Archer	0000001062	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012790	01/31/22	P	Jack T Stewart	0000013411	400.05
			Line Description: Qtrly Retiree Med Ins Payment		
012791	01/31/22	P	James C Wysong	0000004594	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012792	01/31/22	P	James D Watson	0000004476	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012793	01/31/22	P	James E Higgins Jr	0000007687	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012794	01/31/22	P	James M Ellis	0000002107	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012795	01/31/22	P	James M Gottenbos	0000002385	394.21
			Line Description: Qtrly Retiree Med Ins Payment		
012796	01/31/22	P	James Morrison	0000010566	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
012797	01/31/22	P	James N Dibble	0000005626	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
012798	01/31/22	P	James R Wilke Jr	0000004555	528.00
			Line Description: trly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012799	01/31/22	P	James T Warnack	0000004465	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012800	01/31/22	P	Jana L Cacho	0000010556	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012801	01/31/22	P	Jane Duenweg	0000021556	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012802	01/31/22	P	Jeanette Zangger	0000006655	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012803	01/31/22	P	Jeff B Janzen	0000002735	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012804	01/31/22	P	Jeffery E Skee	0000005410	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
012805	01/31/22	P	Jeffrey J McCann	0000003101	1,003.05
			Line Description: Qtrly Retiree Med Ins Payment		
012806	01/31/22	P	Jeffrey T Peters	0000003608	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012807	01/31/22	P	Jerauid D Holloway	0000002556	678.00
			Line Description: Qtrly Retiree Med Ins Payment		
012808	01/31/22	P	Jerry A Scheer	0000007789	326.43
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012809	01/31/22	P	John Bull	0000003233	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012810	01/31/22	P	John D Hensley	0000013672	316.92
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012811	01/31/22	P	John F Downey	0000009004	436.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012812	01/31/22	P	John K Susman	0000006349	460.59
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012813	01/31/22	P	John L Skinner	0000004038	412.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012814	01/31/22	P	John S Michalec	0000019250	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012815	01/31/22	P	John W Mullin	0000010568	952.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012816	01/31/22	P	Jon B Whitcomb	0000005651	936.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012817	01/31/22	P	Jon Doezie	0000009385	853.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012818	01/31/22	P	Jose Tovar	0000004283	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012819	01/31/22	P	Judith G Covey	0000009690	441.01
			Line Description: Qtrly Retiree Med Ins Payment		
012820	01/31/22	P	Judy Vickers	0000007219	553.05
			Line Description: Qtrly Retiree Med Ins Payment		
012821	01/31/22	P	Karen L Adams	0000000899	240.49
			Line Description: Qtrly Retiree Med Ins Payment		
012822	01/31/22	P	Karen S Goettsch	0000013935	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
012823	01/31/22	P	Kathleen Ulrich	0000025407	355.07
			Line Description: Qtrly Retiree Med Ins Payment		
012824	01/31/22	P	Kayoko Hayman	0000005785	526.95
			Line Description: Qtrly Retiree Med Ins Payment		
012825	01/31/22	P	Keith Davis	0000008187	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012826	01/31/22	P	Kelly Vucinic	0000010967	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012827	01/31/22	P	Kenneth J Leake	0000011246	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012828	01/31/22	P	Kevin Diamond	0000001989	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012829	01/31/22	P	Kevin T Meng	0000003133	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012830	01/31/22	P	Lance Nakamoto	0000003280	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012831	01/31/22	P	Larry Bell	0000007802	502.95
			Line Description: Qtrly Retiree Med Ins Payment		
012832	01/31/22	P	Larry Dreiman	0000018972	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
012833	01/31/22	P	Larry G Bersch	0000001251	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012834	01/31/22	P	Laura Ginther	0000023134	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
012835	01/31/22	P	Lawrence N Hennen	0000002506	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012836	01/31/22	P	Leonard Goodsir	0000002378	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012837	01/31/22	P	Lester H Gogerty III	0000002359	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012838	01/31/22	P	Lily Martinez	0000003071	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012839	01/31/22	P	Linda A Matthews	0000003089	490.50
			Line Description: Qtrly Retiree Med Ins Payment		
012840	01/31/22	P	Linda F Divino	0000009007	149.67
			Line Description: Qtrly Retiree Med Ins Payment		
012841	01/31/22	P	Loren P Wyrick	0000004593	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012842	01/31/22	P	Madeline A Miller	0000003179	546.08
			Line Description: Qtrly Retiree Med Ins Payment		
012843	01/31/22	P	Maher Nawar	0000004714	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012844	01/31/22	P	Mamo D Arruda	0000001081	240.49
			Line Description: Qtrly Retiree Med Ins Payment		
012845	01/31/22	P	Marc Yuhasz	0000004609	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012846	01/31/22	P	Marguerite De La Torre	0000004997	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012847	01/31/22	P	Marie Thompson	0000000038	83.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012848	01/31/22	P	Marilyn Golden	0000017028	316.92
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012849	01/31/22	P	Marilyn Guimond	0000015161	201.20
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012850	01/31/22	P	Marilyn K Sutton	0000004201	469.66
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012851	01/31/22	P	Martin P Carver	0000001598	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012852	01/31/22	P	Marty Huguenin	0000002591	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012853	01/31/22	P	Mary R Delaney	0000015807	316.92
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012854	01/31/22	P	Matthew J Collett	0000001720	641.53
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012855	01/31/22	P	Mel Lee	0000010320	853.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012856	01/31/22	P	Meloni Smith McMinimy	0000006847	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012857	01/31/22	P	Michael A Cacho	0000001471	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012858	01/31/22	P	Michael A Cohen	0000006586	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012859	01/31/22	P	Michael A Guevara	0000005099	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012860	01/31/22	P	Michael R Balsis	0000009424	553.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012861	01/31/22	P	Michael S Fantozzi	0000004715	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012862	01/31/22	P	Michael S Hastert	0000006107	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012863	01/31/22	P	Michael T Dyer	0000002067	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012864	01/31/22	P	Mitchell B Johnson	0000002770	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012865	01/31/22	P	Morris House	0000002578	584.24
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012866	01/31/22	P	Muriel Ullman	0000001244	278.65
			Line Description: Qtrly Retiree Med Ins Payment		
012867	01/31/22	P	Nancy M Croft	0000016184	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012868	01/31/22	P	Norman K Schurb	0000003957	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012869	01/31/22	P	Olivia Ramirez	0000003750	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012870	01/31/22	P	Patricia A Litten	0000002976	211.85
			Line Description: Qtrly Retiree Med Ins Payment		
012871	01/31/22	P	Patricia J Steele	0000014443	393.23
			Line Description: Qtrly Retiree Med Ins Payment		
012872	01/31/22	P	Patty R Brown	0000001423	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012873	01/31/22	P	Paul Beckman	0000005998	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012874	01/31/22	P	Paul Dondero	0000002023	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012875	01/31/22	P	Paul Moody	0000008766	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012876	01/31/22	P	Paul V Starn	0000010841	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012877	01/31/22	P	Perry L Valantine	0000004384	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012878	01/31/22	P	Peter Czenze	0000013313	685.23
			Line Description: Qtrly Retiree Med Ins Payment		
012879	01/31/22	P	Peter Naghavi	0000007860	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
012880	01/31/22	P	Phil Dickens	0000005801	555.59
			Line Description: Qtrly Retiree Med Ins Payment		
012881	01/31/22	P	Philip Hartman	0000002474	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
012882	01/31/22	P	Philip T Worsman	0000004585	612.88
			Line Description: Qtrly Retiree Med Ins Payment		
012883	01/31/22	P	Phillip R Schmuck	0000003947	215.96
			Line Description: Qtrly Retiree Med Ins Payment		
012884	01/31/22	P	Phyllis Schiel	0000023427	289.60
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012885	01/31/22	P	Randall Buck	0000005730	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012886	01/31/22	P	Randall J Croll	0000013426	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012887	01/31/22	P	Raul Perez	0000012128	319.12
			Line Description: Qtrly Retiree Med Ins Payment		
012888	01/31/22	P	Raymond T Pawloski	0000003572	348.56
			Line Description: Qtrly Retiree Med Ins Payment		
012889	01/31/22	P	Rebekah Tapie	0000004719	240.49
			Line Description: Qtrly Retiree Med Ins Payment		
012890	01/31/22	P	Rene Carrera	0000029400	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012891	01/31/22	P	Renee K Farden	0000016962	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
012892	01/31/22	P	Richard Allum	0000000987	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012893	01/31/22	P	Richard Boucher	0000014716	460.59
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012894	01/31/22	P	Richard J Johnson	0000005620	670.17
			Line Description: Qtrly Retiree Med Ins Payment		
012895	01/31/22	P	Richard Kirkbride	0000007614	97.55
			Line Description: Qtrly Retiree Med Ins Payment		
012896	01/31/22	P	Richard S Greer	0000002413	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
012897	01/31/22	P	Richard Simons	0000022287	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012898	01/31/22	P	Robert Bork	0000001350	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
012899	01/31/22	P	Robert Crogan	0000001876	324.45
			Line Description: Qtrly Retiree Med Ins Payment		
012900	01/31/22	P	Robert F O'Brien	0000012731	233.69
			Line Description: Qtrly Retiree Med Ins Payment		
012901	01/31/22	P	Robert J Durham	0000006151	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012902	01/31/22	P	Robert J Haynes	0000002486	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012903	01/31/22	P	Robert J Pesce	0000003604	436.95
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012904	01/31/22	P	Robert Moody	0000003215	777.12
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012905	01/31/22	P	Robert Pignone	0000003634	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012906	01/31/22	P	Robert Sharpnack	0000004004	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012907	01/31/22	P	Robert Van Sickle	0000004394	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012908	01/31/22	P	Robert W Reynolds	0000003801	936.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012909	01/31/22	P	Robert W Stinman	0000018058	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012910	01/31/22	P	Robindale Shepherd	0000009851	612.33
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012911	01/31/22	P	Ronald Cloe	0000001693	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012912	01/31/22	P	Ronald J Chamberlin	0000014890	553.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012913	01/31/22	P	Ronald P Stone	0000004167	802.95
			Line Description: Qtrly Retiree Med Ins Payment		
012914	01/31/22	P	Ronald Penley	0000024437	502.02
			Line Description: Qtrly Retiree Med Ins Payment		
012915	01/31/22	P	Rosemary Dodson	0000012364	431.50
			Line Description: Qtrly Retiree Med Ins Payment		
012916	01/31/22	P	Rosemary Vidales	0000004418	790.50
			Line Description: Qtrly Retiree Med Ins Payment		
012917	01/31/22	P	Ross E McKelvey	0000009897	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
012918	01/31/22	P	Russell C Parker	0000007435	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
012919	01/31/22	P	Russell J Yankie	0000015036	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
012920	01/31/22	P	Sandi Lishka	0000015808	507.81
			Line Description: Qtrly Retiree Med Ins Payment		
012921	01/31/22	P	Sandra B Benson	0000006459	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012922	01/31/22	P	Scott A May	0000003092	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012923	01/31/22	P	Shawn Brosamer	0000001416	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012924	01/31/22	P	Stephen G Calles	0000009071	685.23
			Line Description: Qtrly Retiree Med Ins Payment		
012925	01/31/22	P	Stephen R Tiedeman	0000004258	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
012926	01/31/22	P	Stephen Ridgway	0000003815	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012927	01/31/22	P	Steven Labbitt	0000002887	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
012928	01/31/22	P	Stewart C Godshall	0000002355	751.65
			Line Description: Qtrly Retiree Med Ins Payment		
012929	01/31/22	P	Sue Hupp	0000001879	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012930	01/31/22	P	Susan Baldwin	0000010199	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
012931	01/31/22	P	Susan L Larimore	0000002911	316.92
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012932	01/31/22	P	Thanh P Bui	0000005710	594.63
			Line Description: Qtrly Retiree Med Ins Payment		
012933	01/31/22	P	Thomas C Wood	0000004757	393.23
			Line Description: Qtrly Retiree Med Ins Payment		
012934	01/31/22	P	Thomas Clevenger	0000009747	715.50
			Line Description: Qtrly Retiree Med Ins Payment		
012935	01/31/22	P	Thomas J Lazar	0000002925	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
012936	01/31/22	P	Thomas K Coute Sr	0000009384	640.50
			Line Description: Qtrly Retiree Med Ins Payment		
012937	01/31/22	P	Thomas R Caldwell	0000012035	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		
012938	01/31/22	P	Timothy Schennum	0000003943	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012939	01/31/22	P	Timothy Starn	0000005549	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012940	01/31/22	P	Timothy Sweet	0000015387	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012941	01/31/22	P	Tom A Curtis	0000001898	460.59
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012942	01/31/22	P	Tom G Winter	0000005460	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012943	01/31/22	P	Trudy E Nuzum	0000003379	383.72
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012944	01/31/22	P	Vernon D Hupp	0000002604	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012945	01/31/22	P	Walter M Dill	0000007117	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012946	01/31/22	P	Walter S Silver Jr	0000004026	602.91
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012947	01/31/22	P	Wanda Ayers	0000011741	652.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012948	01/31/22	P	Wayne Martin	0000005885	641.53
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012949	01/31/22	P	Wayne Riedmann	0000006022	555.59
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012950	01/31/22	P	Wendell L Maberry	0000003031	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012951	01/31/22	P	Willa Bouwens Killeen	0000014940	2,124.00
			Line Description: Qtrly Retiree Med Ins Payment		
012952	01/31/22	P	William A Folsom	0000021819	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
012953	01/31/22	P	William B Ellwood	0000006789	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
012954	01/31/22	P	William C Taylor	0000004229	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
012955	01/31/22	P	William F McLean	0000013455	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
012956	01/31/22	P	William H Bechtel	0000001224	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
012957	01/31/22	P	William J Morris	0000003236	230.72
			Line Description: Qtrly Retiree Med Ins Payment		
012958	01/31/22	P	William L Adams	0000009869	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012959	01/31/22	P	William M Moss	0000003241	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
012960	01/31/22	P	William P Redmond	0000003775	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 30

Run Date Jan 27, 2022

Run Time 11:25:05 AM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012961	01/31/22	P	William Raymer	0000003761	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
012962	01/31/22	P	William Verderber	0000005625	407.51
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
					TOTAL \$202,788.87

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jan 31, 2022

Run Time 4:45:47 PM

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0236005	01/31/22	P	Division of the State Architect	0000021296	1,081.00
Line Description: Disability Access Ed Fee					
TOTAL					\$1,081.00

23,075.07 +
1,081.00 +
667,713.45 +
1,208.00 -
690,661.52 *

End of Report

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012963	01/31/22	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Feb 2022		
012964	01/31/22	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Feb 2022		
012965	01/31/22	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Feb 2022		
012966	01/31/22	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Feb 2022		
012967	01/31/22	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Feb 2022		
012968	01/31/22	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Feb 2022		
012969	01/31/22	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Feb 2022		
012970	01/31/22	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Feb 2022		
012971	01/31/22	P	Gary D Webster	0000004487	1,204.44
			Line Description: 1% Supplemental Pay Feb 2022		
012972	01/31/22	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay Feb 2022		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012973	01/31/22	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Feb 2022		
012974	01/31/22	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTd Payment-Feb 2022		
012975	01/31/22	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay-Feb22		
012976	01/31/22	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Feb 2022		
012977	01/31/22	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Feb 22		
012978	01/31/22	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Feb 2022		
012979	01/31/22	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Feb2022		
012980	01/31/22	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Feb 2022		
012981	01/31/22	P	Ted Curry	0000001896	1,037.98
			Line Description: Monthly LTD Payment-Feb 2022		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

Page No. 3

SUMMARY CHECK REGISTER

Run Date Jan 28, 2022

Bank: DDP1

Run Time 11:01:41 AM

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
012982	01/31/22	P	Thomas J Lazar	0000002925	1,703.25
			<i>Line Description:</i> 1% Supplemental Pay Feb 2022		
012983	01/31/22	P	William H Bechtel	0000001224	1,622.58
			<i>Line Description:</i> 1% Supplemental Pay Feb 2022		
TOTAL					\$23,075.07

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1

Run Date Feb 02, 2022

Run Time 3:03:15 PM

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0235577	2/2/2022	V	Saddleback College Foundation	0000005035	12/24/21	(1,208.00)
<i>Line Description:</i> Check made out to Foundation rather than Saddleback College. Vendor returned check, cannot cash						
TOTAL						(\$1,208.00)

End of Report

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236006	02/04/22	P	AFLAC	0000012253	24,137.22
		<i>Line Description:</i> Accident Ins Prem-Feb 2022 Cancer Ins Premium-Feb 2022 STD Insurance Prremium-Feb22			
0236007	02/04/22	P	Admin Sure Inc	0000021568	15,684.27
		<i>Line Description:</i> Consult Svcs-Feb 2022			
0236008	02/04/22	P	Allied Restoration Services, Inc	0000029481	62,400.00
		<i>Line Description:</i> PD Bldg. HVAC duct work cleani			
0236009	02/04/22	P	Atkinson Andelson Loya Ruud & Romo	0000027289	136,171.91
		<i>Line Description:</i> Attorney Representation Agreeem Attorney Representation Agreeem General Litigation			
0236010	02/04/22	P	GMS Elevator Services	0000028704	44,104.50
		<i>Line Description:</i> PD Elevator Maintenance CH Elevator Proj#20-03/200091 Retention Payable			
0236011	02/04/22	P	KOA Corporation	0000003129	89,454.80
		<i>Line Description:</i> Professional Service Agreement Newport Blvd Rehab-9/27-10/31/ Professional Service Agreement Newport BlvdRehab-8/30-9/26/21 Professional Service Agreement Newport Blvd Rehab-6/28-8/1/21 Professional Service Agreement Newport Blvd Rehab-Aug 2021 Newport BlvdRehab 11/1-11/28/2 Professional Service Agreement Newport Blvd Rehab-11/29-12/31			

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Professional Service Agreement		
0236012	02/04/22	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> Animal Trnsprt-Jan 22 Inv1051		
0236013	02/04/22	P	Time Warner Cable	0000011202	21,782.01
			<i>Line Description:</i> NCC Internet-1/22-2/21/22 HVAC Alarm-1/22-2/21/22 Internet Cty Hall-1/17-2/16/22 Internet PD Data-1/18-2/17/22 Internet FS#4 1/13-2/12/22 Internet CH Data-1/18-2/17/22 Internet Fib-Var 1/19-2/18/22		
0236014	02/04/22	P	AC Pozos Electric Corp	0000017868	810.63
			<i>Line Description:</i> Electrical Repairs-Harbor Bike		
0236015	02/04/22	P	AKAL Consultants	0000021519	12,480.00
			<i>Line Description:</i> Merrimac Way Consult Svcs Fairview Rd. Proj Thru 1/14/22		
0236016	02/04/22	P	AP Triton LLC	0000023546	2,464.70
			<i>Line Description:</i> Consult Svc-Audit of P&E		
0236017	02/04/22	P	AT & T	0000001107	177.75
			<i>Line Description:</i> 911 Cama Trunk-1/14-2/13/22		
0236018	02/04/22	P	AT & T	0000001107	74.19
			<i>Line Description:</i> Internet Fleet-1/15-2/14/22		
0236019	02/04/22	P	AT & T	0000001107	4,036.88

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Balearic Fax-12/15-1/14/22
 Lions Park-12/19-1/18/22
 Snr Cntr FireAlarm-12/15-1/14/
 SnrCnt FireAlarm-12/13-1/12/22
 2310 Placentia-12/19-1/18/22
 PRI Circuit-12/20-1/19/22
 WSS Alarm-12/27-1/26/22
 PD DSL-12/27-1/26/22
 NCC Fire Alarm-12/24-1/23/22
 Local Usage 12/15-1/14/22
 Snr Cntr DSL-12/24-1/23/22
 MetroNet 12/20-1/19/22
 Jack Hammett-12/20-1/10/22
 Fire Emergency 12/20-1/19/22
 Snr Cntr Elevator-12/15-1/14/2
 Red Phone FS#4 12/20-1/19/22
 Red Phone FS#1 12/20-1/19/22
 Red Phone FS#5 12/20-1/19/22
 DRC Fire Alarm-12/20-1/19/22
 Lions Park-12/24-1/23/22

0236020	02/04/22	P	Adam Ereth	0000029232	400.00
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Line Description: Planning Comm Mtg-Jan 2021

0236021	02/04/22	P	Advantec Consulting Engineers Inc	0000021528	3,290.00
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Line Description: PROFESSIONAL SERVICES AGREEMEN

0236022	02/04/22	P	All Traffic Solutions Inc	0000025936	2,750.00
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Line Description: App Traffic Site - Monthly Ext
 App Traffic Suite - 12 Months

0236023	02/04/22	P	Amtex Manufacturing & Supply Company Inc	0000001038	908.38
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Line Description: Repairs

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236024	02/04/22	P	Atlas Planning Solutions	0000026909	2,720.00
			Line Description: Consult Svcs - December 2021		
0236025	02/04/22	P	Botach Tactical	0000010573	715.00
			Line Description: Laser Rangefinders		
0236026	02/04/22	P	Bracken's Kitchen Inc	0000029468	6,485.70
			Line Description: Shelter Meal Svs 1/3-1/17/22		
0236027	02/04/22	P	Byron de Arakal	0000012401	400.00
			Line Description: Planning Comm Mtg-Jan 2022		
0236028	02/04/22	P	CAPE	0000001569	50.00
			Line Description: Mbrshp 22-A Alvarez-Erlach		
0236029	02/04/22	P	CBE	0000015149	1,282.86
			Line Description: DS COPIER MAINT-12/5-1/4/22		
			Office Supplies-11/5-12/4/21		
			Office Supplies-12/5-1/4/22		
			FD Copier Maint - 12/5-1/4/22		
			COPIER MAINTENANCE-12/5-1/4/22		
			Copier Maint 12/5/21-1/4/22		
			Copier Maint 12/5/21-1/4/22		
			IT Copier Maint-1/5-2/4/22		
			IT Copier Maint-12/5-1/4/22		
			Ping CopierMaint-12/5-1/4/22		
0236030	02/04/22	P	CM/CE	0000026894	6,300.00
			Line Description: Merrimac Way Bicycle Imp-20-01		
0236031	02/04/22	P	Chandler Asset Management	0000022081	4,479.68

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Investment Mgmt-Dec 21		
0236032	02/04/22	P	City of Huntington Beach	0000002599	14,880.00
			<i>Line Description:</i> Helicopter Svc-Dec 2021		
0236033	02/04/22	P	Costa Mesa Lock & Key	0000001817	11.31
			<i>Line Description:</i> Lock & Key Service		
0236034	02/04/22	P	Daniels Tire Service	0000001922	1,916.89
			<i>Line Description:</i> Warehouse Stock		
			Warehouse Automotive Stock		
0236035	02/04/22	P	Dianne Russell	0000011606	400.00
			<i>Line Description:</i> Planning Comm Mrg-Jan 2022		
0236036	02/04/22	P	ECKERSALL LLC	0000025412	9,333.75
			<i>Line Description:</i> GIS Consult-1/3-1/14/2022		
0236037	02/04/22	P	Entenmann Rovin Company	0000002130	129.84
			<i>Line Description:</i> Flat Badge/Wallet		
0236038	02/04/22	P	Expo Propane Inc	0000017819	2,179.40
			<i>Line Description:</i> Propane Delivery		
0236039	02/04/22	P	FM Thomas Air Conditioning Inc	0000017151	5,317.58
			<i>Line Description:</i> HVAC PM Svc-Jan 2022		
			FS #3 Cntrl Board Replacement		
0236040	02/04/22	P	Fleet Services Inc	0000002239	3,979.11

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Tools Tools		
0236041	02/04/22	P	Fuel Pros Inc	0000026476	1,205.00
			Line Description: CY Vapor Recovery Test		
0236042	02/04/22	P	G & W Towing	0000002289	109.00
			Line Description: 026-Tow		
0236043	02/04/22	P	GBS Linens	0000023879	820.16
			Line Description: LAUNDRY SERVICE		
0236044	02/04/22	P	Galls LLC	0000002297	310.76
			Line Description: Uniforms Uniform- Grimmond Uniform - Barnes		
0236045	02/04/22	P	Grainger	0000002393	2,801.07
			Line Description: Quick Change Disc Water Pump Hose Floor Stock FS#4 Rollout Switch		
0236046	02/04/22	P	Graybar Electric Company Inc	0000002397	1,930.93
			Line Description: Balliest LED Lights LED Lights		
0236047	02/04/22	P	Gregory Martel	0000029530	210.00
			Line Description: Refund -CITY84093 Duplicate		
0236048	02/04/22	P	Image Concepts	0000026883	797.89

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Staff Uniforms		
0236049	02/04/22	P	Interstate Batteries of California Coast	0000002700	135.33
			<i>Line Description:</i> Stock-Batteries		
0236050	02/04/22	P	Interwest Consulting Group Inc	0000021505	5,250.00
			<i>Line Description:</i> I405 Improvement Proj-Dec 2021		
0236051	02/04/22	P	JC Motors	0000020143	1,780.43
			<i>Line Description:</i> Warehouse Stock		
0236052	02/04/22	P	Jimmy Vivar	0000029412	400.00
			<i>Line Description:</i> Planning Comm Mtg-Jan 2022		
0236053	02/04/22	P	Jonathan Zich	0000026312	400.00
			<i>Line Description:</i> Planning Comm Mtg-Jan 2022		
0236054	02/04/22	P	Jose Rojas	0000029411	400.00
			<i>Line Description:</i> Planning Comm Mtg-Jan 2022		
0236055	02/04/22	P	Kelly Spicers Stores	0000029500	179.55
			<i>Line Description:</i> Vinyl & Paper		
0236056	02/04/22	P	Kimley Horn & Associates Inc	0000005251	4,863.48
			<i>Line Description:</i> Local Road Safety Plan		
0236057	02/04/22	P	Liebert Cassidy Whitmore	0000002960	14,876.50
			<i>Line Description:</i> General Legal Svc-Dec 2021		
			General Legal Svc-Dec 2021		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> General Legal Svc-Dec 2021 Gen Legal Svs- Nov 2021 Legal Services Nov 2021 General Legal Svcs-Nov 2021		
0236058	02/04/22	P	Liebert Cassidy Whitmore	0000002960	4,545.00
			<i>Line Description:</i> Orange County Employee Relatio		
0236059	02/04/22	P	LineGear Fire & Rescue Equipment	0000026007	129.30
			<i>Line Description:</i> Turnouts and Gear		
0236060	02/04/22	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,178.00
			<i>Line Description:</i> 18th St Design-Dec 2021		
0236061	02/04/22	P	Long Beach BMW	0000015745	1,677.26
			<i>Line Description:</i> Fleet Shop Supplies 632-Brake Caliper/Seal Ring 631-Printer Bracket		
0236062	02/04/22	P	Manhattan Life Assurance Co of America	0000025996	148.10
			<i>Line Description:</i> Cancer Ins Prem-Jan 2022		
0236063	02/04/22	P	Matthew Bender & Co Inc	0000010987	2,264.25
			<i>Line Description:</i> 2022 CA Penal Code Books		
0236064	02/04/22	P	Merrimac Energy Group	0000021566	9,589.76
			<i>Line Description:</i> FS #5-Diesel Fuel FS #1 Diesel Fuel CY-Diesel Fuel FS#5 Diesel Fuel		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236065	02/04/22	P	Michael Balliet	0000008858	10,752.50
			Line Description: Consult Svc - 12/1-1/31/2022		
0236066	02/04/22	P	Michael E Raneses	0000027496	3,000.00
			Line Description: Heraing Officer - 11/2/21		
0236067	02/04/22	P	National Data & Surveying Services	0000021249	210.00
			Line Description: 24 HR ADT/Speed		
0236068	02/04/22	P	National Testing Network Inc	0000024976	750.00
			Line Description: Annual Membership		
0236069	02/04/22	P	Nico Hospitality LLC	0000028926	107.99
			Line Description: Hotel Occupancy Agreement		
0236070	02/04/22	P	Norwood Management LLC	0000029243	12,500.00
			Line Description: 1940 Placentia-Feb 2022		
0236071	02/04/22	P	Onward Engineering	0000003212	9,495.00
			Line Description: Newport Blvd Widening Project		
			Newport Blvd Widening Prject		
0236072	02/04/22	P	Paul's Pet Food Express	0000026626	54.30
			Line Description: Food for Aran		
0236073	02/04/22	P	Priceless Pet Rescue	0000026000	625.00
			Line Description: Animal Transfer Fee-Dec 2021		
0236074	02/04/22	P	Priority Landscape Services LLC	0000026592	8,496.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fairview Wetlands-Nov 2021 Fairview Wetlands-Oct 2021 Services - Dec 2021		
0236075	02/04/22	P	Quadrant Systems Inc	0000003717	1,900.00
			Line Description: ANNUAL SUPPORT		
0236076	02/04/22	P	RS Hughes Company Inc	0000003867	942.68
			Line Description: WHSE Floor Stock		
0236077	02/04/22	P	Russell Toler	0000029127	400.00
			Line Description: Planning Comm Mtg-Jan 2022		
0236078	02/04/22	P	SHI International Corp	0000016007	616.32
			Line Description: COMPUTER EQUIPMENT		
0236079	02/04/22	P	Saddleback College	0000005035	1,208.00
			Line Description: PM 240 Tuition-Fall 2021 PM 240 Tuition-Fall 2021		
0236080	02/04/22	P	Sharp Electronics Corp	0000015355	89.01
			Line Description: Copier Lease-Jan 2022		
0236081	02/04/22	P	Sims Orange Welding Supply Inc	0000004030	73.24
			Line Description: Gas Cylinder-Stock		
0236082	02/04/22	P	SiteOne Landscape Supply LLC	0000024133	1,024.62
			Line Description: Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236083	02/04/22	P	Sitescapes Inc	0000022935	942.50
			Line Description: Landscape, Irrigation, & Elect		
0236084	02/04/22	P	Snap On Industrial	0000012101	54.20
			Line Description: Shop Tools		
0236085	02/04/22	P	South Coast Emergency Vehicle Services	0000003643	520.00
			Line Description: 517- Electrical Troubleshoot		
0236086	02/04/22	P	Sparkletts	0000015725	263.10
			Line Description: WATER DELIVERY SERVICES		
0236087	02/04/22	P	State of California Dept of Justice	0000001534	2,772.00
			Line Description: Livescan/Fingerprint Svc-Dec21		
0236088	02/04/22	P	Susan Saxe Clifford PHD	0000003932	900.00
			Line Description: Psych Eval		
			Psych Eval		
0236089	02/04/22	P	Tecta America	0000003718	1,160.00
			Line Description: PD-Roof Repair		
			WSS Roof Repair		
0236090	02/04/22	P	The Bank of New York Mellon	0000005664	1,675.22
			Line Description: Qtrly Svs Fees-10/1-12/31/21		
0236091	02/04/22	P	The Code Group Inc	0000025073	12,351.68
			Line Description: Staffing Svc-11/28/21-1/1/2022		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236092	02/04/22	P	The Rawlings Company LLC	0000006910	1,120.00
			Line Description: Settlement-7/21/21 File#301889		
0236093	02/04/22	P	US Bank	0000002228	2,250.90
			Line Description: PARS Deduction Chk 22-01		
0236094	02/04/22	P	Ultimate Training Munitions Inc	0000029480	3,962.40
			Line Description: Sales Tax 7.75%		
			Sales Tax Payable		
			Simunition Helmet		
			Shipping Fee		
0236095	02/04/22	P	United Rentals Northwest Inc	0000010121	702.81
			Line Description: Aerial Lift-Snoopy House		
0236096	02/04/22	P	United Site Services of California Inc	0000015552	229.33
			Line Description: Del Mar Gardens-12/8-1/4/2022		
			Hamilton Gardens-12/8-1/4/22		
			Fairview/CorpYard-12/8-1/4/22		
0236097	02/04/22	P	Verizon Wireless	0000008717	5,271.51
			Line Description: CE Phone Svc- 12/18-1/17/22		
			IT Phone Svc-12/18-1/17/22		
			PS Phone Svc- 12/18-1/17/22		
			Bldg Phone Svc-12/18-1/17/22		
			CM Phone Svc- 12/18-1/17/22		
0236098	02/04/22	P	VincentBenjamin	0000024972	2,353.92
			Line Description: Payroll - J Puente 1/7-1/23/22		
			J Puente - 1/24-1/30/22		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236099	02/04/22	P	Vortex Industries Inc	0000004437	475.00
			Line Description: FS1 Repair Motor-Steel Doors		
0236100	02/04/22	P	Vulcan Materials Company	0000007403	1,052.60
			Line Description: Asphalt		
			Asphalt		
			Asphalt		
0236101	02/04/22	P	Ware Disposal Inc	0000000255	679.03
			Line Description: Shelter Trash Svcs-Feb 2022		
0236102	02/04/22	P	Waterline Technologies Inc	0000014520	30.17
			Line Description: Hose Fitting Kits-DRC		
0236103	02/04/22	P	Waxie Sanitary Supply	0000004480	3,152.83
			Line Description: Warehouse Stock		
			Warehouse Floor Stock		
0236104	02/04/22	P	West Coast Arborists Inc	0000004498	4,202.40
			Line Description: Fairview Rd. Proj19-10		
			Fairview Rd Proj12/16-12/31/21		
0236105	02/04/22	P	Xerox Financial Services	0000010450	902.06
			Line Description: CC Copier Lease-1/3-2/2/22		
0236106	02/04/22	P	Z&K Consultants, Inc	0000029416	9,735.00
			Line Description: JHSC Imprv Proj-Dec 21		
TOTAL					\$667,713.45



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-568

Meeting Date: 2/15/2022

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the Minutes of the Regular meeting of February 1, 2022.

City of Costa Mesa



Meeting Minutes

Tuesday, February 1, 2022

6:00 PM

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

4:00 P.M. Closed Session

Via Zoom

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

4:00 P.M. Closed Session

CALL TO ORDER - The Closed Session meeting was called to order by Mayor Stephens at 4:08 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper, Council Member Reynolds, Mayor Pro Tem Marr (Arrived 4:16 p.m.) and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS

Alisha Patterson, Attorney with Rutan & Tucker, spoke regarding Closed Session item 3, Insight Psychology and Addiction, Inc v. City of Costa Mesa.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.

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 – ONE CASE

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

City Attorney Ms. Hall Barlow requested to add an item to the agenda as it was brought to the City's attention after the distribution of the agenda and needs to be considered prior to the next regular city council meeting.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Subdivision (d)(1) of Section 54956.9, California Government Code
Name of Case: Casa Capri Recovery, Inc. v. City of Costa Mesa, United States District Court, Central District of California – Southern Division, Case No. 8:18-cv-00329-JVS-(PJWx).

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Add Conference with Legal Counsel – Existing Litigation

Pursuant to Subdivision (d)(1) of Section 54956.9, California Government Code

Name of Case: Casa Capri Recovery, Inc. v. City of Costa Mesa, United States District Court, Central District of California – Southern Division, Case No. 8:18-cv-00329-JVS-PJW.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper and Mayor Pro Tem Marr.

Motion carried: 5-0

City Council recessed at 4:16 p.m. for Closed Session.

Closed Session adjourned at 5:54 p.m.

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

February 1, 2022 – 6:00 P.M.

CALL TO ORDER - The Regular City Council and Successor Agency to the Redevelopment Agency meeting was called to order by Mayor Stephens at 6:00 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

National Anthem by Costa Mesa High school Madrigal Choir and Council Member Harlan led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION

Led by Pastor David Manne, Calvary Chapel, Costa Mesa

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Harper (excused at 10:30 p.m.), Council Member Reynolds, Mayor Pro Tem Marr and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – Direction was given, no reportable action.

PRESENTATIONS:

Mayor Stephens presented a proclamation for Lunar New Year 2022 – Year of the Tiger.

Mayor Stephens presented a proclamation for Black History Month 2022 – Health & Wellness.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Jimmy Vivar, Costa Mesa, spoke about a police incident at his place of business and that police need to serve with the highest degree of integrity and fairness.

Speaker, requested council meetings to be held in person, spoke against Sacramento local zoning laws, and spoke on Ourneighborhoodvoices.com.

Kim Hendricks, Costa Mesa, spoke on the Fairview Park Alliance restoration project, spoke on a drone flying at the park, spoke on additional efforts needed for removing old signage, and spoke on grassland restoration.

Wendy Leece, Costa Mesa, spoke on street safety on the Westside at 19th street and an individual that was injured, requested efforts to slow down speeders on 19th street, 17th street, and Whittier Avenue, spoke on safety issues on paths at Fairview Park because trees are too thick, and requested more patrols by park rangers.

Marc Vukceovich, Costa Mesa, spoke on a pedestrian death on Newport Boulevard, traffic safety, spoke on the Housing Element process, and spoke in support of meetings being on Zoom for the short term.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez wished all a Happy Lunar New Year, and spoke on addressing street safety concerns.

Council Member Gameros spoke in support of youth sports.

Council Member Harper spoke on security camera issues and full participation in neighborhood safety program, spoke in hope of Covid numbers reducing, and on the mask mandate.

Council Member Reynolds thanked the Fairview Park Alliance, requested updated signage at Fairview Park, spoke on the Bikeway and Walkability Committee meeting on February 2nd, spoke on traffic safety, spoke on the US Department of Transportation and roadway safety trends, and safe streets grant for local schools.

Mayor Pro Tem Marr responded to Mr. Vivar's police concerns and requested a response from the Police Chief, spoke on updating the Fairview Park signage, spoke on the mask mandate, spoke on veterans running and walking for the Taji 100 in February, and expressed condolences to the City Manager for the loss of Abe Jenkins and to the Mayor for the loss of his mother.

Mayor Stephens spoke on the Tet Festival Saturday and Sunday at the Orange County Fairgrounds, spoke in remembrance of Dave Gardner, spoke in remembrance of his mother, and expressed adjourning the meeting in honor and memory of Abe Jenkins, MaryAnn Stephens, and Dave Gardner.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke in memory of Abe Jenkins, spoke on Black History Month, spoke on the redistricting process, spoke on City Hall is open by appointment only, spoke on the Neighborhood Improvement Task Force efforts on homeless housing issues, will be following up on Mr. Vivar's issue, following up on safety concerns and signage at Fairview Park, and on street safety issues.

REPORT – CITY ATTORNEY – Ms. Hall Barlow extended condolences to the Mayor's and City Manager's families.

CONSENT CALENDAR (Items 1-6)

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

MOTION: Approve recommended actions for Consent Calendar Item Nos. 1 through 6 except for item 5.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Abstain: Council Member Gameros recused himself only on CC-3 the Warrant Resolution because of a conflict of interest as his wife works at Priceless Pet Rescue.

Motion carried: 7-0

1. PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS

ACTION:

City Council and Agency Board approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk: Michael Artiglio, Charles Bonner, Nathan Favela, ATM Global, Nghia Ho, Mercury Insurance, Joshua Mantle, Bibo Song, Ray Taylor.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2673

4. MINUTES

ACTION:

City Council approved the Minutes of the Regular meeting of January 18, 2022.

6. POLICE DEPARTMENT RANGE REMODEL AND UPGRADES PROJECT

ACTION:

1. City Council approved Amendment No. 1 to Gillis & Panichapan Architects (GPa) in order to authorize an additional \$38,413 for architectural design services related to Americans with Disabilities Act (ADA) upgrades for the Police Department Range Remodel and Upgrades Project; and
2. Authorized the City Manager and City Clerk to execute Amendment No. 1 to the original Professional Services Agreement (PSA) for GPa and future amendments to the PSA within Council authorized limits.

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

5. CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 21-03

Public Comments:

David Martinez, Costa Mesa, appreciated rehabilitating all of Placentia, requested a buffered bike plan and requested bollards for the protection of cyclists.

Cynthia McDonald, Costa Mesa, requested bikeways on all streets and requested bollards.

Mark Vukceovich, requested a buffered bike plan and requested bollards for the protection of cyclists and commended City Council and staff for their efforts.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None.

Motion carried: 7-0

ACTION:

1. City Council adopted plans, specifications, and working details for the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 21-03.
2. Awarded a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$2,828,000 (Base Bid including Additive Bid).

3. Awarded a Professional Services Agreement (PSA) for construction management services to Z&K Consultants, 473 E. Carnegie Drive, San Bernardino, California 92408 in the amount of \$299,608.
4. Authorized the City Manager and City Clerk to execute the PWA (Attachment 1) for All American Asphalt and PSA (Attachment 2) for Z&K Consultants and future amendments to the agreements within Council authorized limits.
5. Authorized an additional ten percent (10%) contingency in the amount of \$282,800 for construction and also an additional (10%) contingency in the amount of \$29,961 for construction management, as needed for any unforeseen costs related to this project.

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

PUBLIC HEARINGS:

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

1. CITY OF COSTA MESA 2021-2029 (SIXTH CYCLE) HOUSING ELEMENT (GP-21-01)

Presentation by Ms. Le, Economic and Development Services Director.

Public Comments:

Written comments were received from Mary Helen Beatificato with Nsight Psychology and Addiction, Zeenat Hassan with Disability Rights California, Lea Choum with Airport Land Use Commission for Orange County, and Sherry Daley with California Consortium of Addiction Programs and Professionals.

Christine Nolf, Costa Mesa Affordable Housing Coalition, thanked staff for the process and mentioned some items to consider, in program 2L to target income 60% AMI or lower, next is in program 3B language regarding Fairview Developmental Center leaves door open for the state to do nothing and would like to see the city negotiate an agreement within 2-years, next is in program 3F for the city to go beyond State and Federal laws for resident protection against displacement.

Speaker, expressed concerns on the process and environmental issues, requested a full EIR, spoke on local control and citizens supporting Measure Y.

Cynthia McDonald, Costa Mesa, spoke on the protection of Banning Ranch, spoke on State Legislation affecting local governments, environmental documents, spoke on the developmental impacts, an inclusionary housing ordinance, and affordable housing.

Rich Gomez, South West Region Counsel of Carpenters, spoke on utilizing a local workforce.

Mark Vukceovich, Costa Mesa, spoke on levels of government and following the law, spoke on opening up areas for development and density, and more walkable neighborhoods.

Cassius Rutherford, Costa Mesa, spoke in support of the Housing Element.

Speaker, spoke on listening to the voice of the people and the initiative process, and spoke on percentage of people who voted for Measure Y.

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

MOTION: Approve recommended actions.

Council Member Harper spoke on the EIR documents, Measure Y, local control, and not supporting the motion.

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

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper

Absent: None.

Motion carried: 6-1

ACTION:

City Council adopted Resolution No. 2022-06 that approves and adopts the Initial Study/Mitigated Negative Declaration (IS/MND) including the Mitigation Monitoring and Reporting Program, and approved General Plan Amendment 21-01 for the City of Costa Mesa 2021-2029 (Sixth Cycle) Housing Element update.

City Council recessed into a break at 7:50 p.m.

City Council reconvened at 8:05 p.m.

OLD BUSINESS:

1. COMMUNITY WORKFORCE AGREEMENT

Presentation by Mr. Yang, City Engineer.

Public Comments:

Written comments were received from Luis Miramontes with Boilermakers Local 92, Paul Moreno with Ironworkers Local 433, Joseph Hallgren, Mora Juanita, International Associates of Heat and Frost Local 5, Lupe Aldaco with Bricklayers & Allied Craftworkers Local 4, Nick Garcia with Boilermakers Local 92, Mary Beth Dorish, Dana Miranda, Eric Glover, Andre Ramirez with ABC Low-Voltage Apprentice, Luis Aleman with Orange County Labor Federation, Ali Naqvi, Matthew Cocanig with Tradesmen International, John Knapp, Tim Steed with Orange County Employees Association, Russell Johnson with ABC Southern California, Robert James with Plumbers & Steamfitter Local 582 South, Henry Hillebrecht with Plumbers & Steamfitter Local 582 North, Ernesto Medrano with LA/OC Building Construction Trade Council, Norma Lopez with Local Union 952, Randy Wetmur with Ironworkers Local 416, Mel Smith, Andrew Gonzales with SMART Sheet Metal Workers Local 105, Anthony Novello with Plumbers

& Steamfitter Local 582, Dave Everett with Western Electrical Contractors Association, Tony DeTrinidad, and Robert Smith with Direct Council 36 – Painter & Allied Trades.

Ray Baca, Engineering Contractors Association, spoke in support of the Community Workforce Agreement.

Luis Aleman, Orange County Labor Federation, spoke in support of the Community Workforce Agreement.

Eric Christian, Coalition for Fair Employment and Construction, spoke in opposition of the Community Workforce Agreement.

Russell Johnson, spoke on including all apprentices.

Michael Vetter, ABC SoCal chapter, spoke in opposition of the Community Workforce Agreement.

Paul Moreno, spoke in support of the Community Workforce Agreement.

Wendy Leece, spoke in opposition of the Community Workforce Agreement.

Kim Hendricks, spoke on removing the three Fairview Park projects from the list.

Doug Mangione, spoke in support of the Community Workforce Agreement.

Alex Rounaghi, Supervisor Foley's Office, spoke in support of the Community Workforce Agreement.

Natalie Rubalcava Garcia, spoke in support of the Community Workforce Agreement.

Tim Steed, Orange County Employees Association, spoke in support of the Community Workforce Agreement.

Randy Wetmur, spoke in support of the Community Workforce Agreement.

Tony DeTrinidad, spoke in support of the Community Workforce Agreement.

Dave Everett, Western Electrical Contractors Association, spoke in opposition of the Community Workforce Agreement.

Ernesto Medrano, spoke in support of the Community Workforce Agreement.

Fred Flores, spoke in support of the Community Workforce Agreement.

Speaker, spoke in opposition of the Community Workforce Agreement.

Adam Thornton, spoke in opposition of the Community Workforce Agreement.

Sergio Gonzalez, spoke in opposition of the Community Workforce Agreement.

Haltham Awaineh, Ironworkers Local 433, spoke in support of the Community Workforce Agreement.

Edward Ramirez, spoke in opposition of the Community Workforce Agreement.

Aaron Viveros, spoke in opposition of the Community Workforce Agreement.

Andre Ivan Ramirez, spoke in opposition of the Community Workforce Agreement.

Robert Smith, spoke in support of the Community Workforce Agreement.

Sam Hurtado, spoke in support of the Community Workforce Agreement.

John Hannah, Southwest Regional Counsel of Carpenters, spoke in support of the Community Workforce Agreement.

Rich Gomez, spoke in support of the Community Workforce Agreement.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Approve recommended actions.

Council Member Reynolds requested to remove the three Fairview Park projects from the list.

Council Members Gameros (1st) and Chavez (2nd) agreed to the change.

Council Member Harper spoke on excluding non-union workers and not supporting the motion.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Approve recommended actions with the exception of removing the 3 Fairview Park projects from the list.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper

Absent: None.

Motion carried: 6-1

ACTION:

1. City Council approved on the Community Workforce Agreement (CWA) for a five-year term between the City of Costa Mesa (City) and the Los Angeles/Orange Counties Building and Construction Trades Council (Trades Council).
2. Authorized the City Manager or designee to execute the agreement and accept any minor modifications to the agreement during the CWA term.

Council Member Harper left the meeting at 10:33 p.m. after voting on Old Business item 1.

NEW BUSINESS:

1. PROFESSIONAL SERVICES AGREEMENT FOR BIOLOGICAL MANAGEMENT AND HABITAT REHABILITATION SERVICES AT FAIRVIEW PARK

Presentation by Mr. Dalton, Fairview Park Administrator.

Public Comments:

Written comments were received from Kim Hendricks.

Wendy Leece, Costa Mesa, spoke on working on the issue with the Fairview Park Alliance.

Kim Hendricks, Costa Mesa, spoke on the number of hours in the contract and on proper reporting.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Harper

Motion carried: 6-0

ACTION:

1. City Council awarded a Professional Services Agreement to Endemic Environmental Services, Inc., in an annual amount not-to-exceed \$322,595 for professional biological management and habitat rehabilitation services at Fairview Park for a term of two years, with three one-year extension options, with the option to provide Consumer Price Index (CPI) increases during each one-year extension period, plus a five-percent (5%) annual contingency for unforeseen costs, if needed.
2. Authorized the City Manager and the City Clerk to execute the Professional Services Agreement and future amendments to the agreement, including any amendments to extend the term and increase Endemic's compensation based on CPI or to utilize the contingency authorized herein.

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

ADJOURNMENT – The Mayor Adjourned the meeting at 11:03 p.m. in honor and memory of Abe Jenkins, MaryAnn Stephens, and Dave Gardner.

Minutes adopted on this 15th day of February, 2022.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-566

Meeting Date: 2/15/2022

TITLE:

ADOPTION OF A RESOLUTION TO CONTINUE CONDUCTING MEETINGS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN

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

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the City to continue conducting City Council, Commission, and Committee meetings remotely as needed via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

BACKGROUND:

Pursuant to AB 361, the City Council will need to declare every 30 days that the City's legislative bodies continue to meet remotely as needed in order to ensure the health and safety of the public.

On September 17, 2021 the Governor signed into law AB 361 which allows local legislative bodies to continue to meet remotely after the October 1, 2021 deadline. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing; and
- Legislative bodies declare the need to meet remotely due to present risks to the health or safety of attendees.

ANALYSIS:

The City meets the requirements of AB 361 to continue holding meetings remotely in order to ensure the health and safety of the public and its employees. Both the California Department of Public Health and the County of Orange Public Health Officer have issued recommendations that members of vulnerable populations (such as older adults and those persons with an elevated risk due to certain

medical conditions) continue to practice social distancing. The City cannot ensure social distancing requirements are always met inside the Council Chambers and/or Conference Rooms where the City Council, Commissions, and Committees meet, making it difficult for members of these bodies, City staff, and members of the public to consistently socially distance from each other with absolute certainty.

Staff recommends that the City Council adopt the proposed resolution making the required findings that the City Council, Commission and Committee meetings can continue to meet remotely as needed pursuant to the requirements of AB 361.

ALTERNATIVES:

City Council may choose to not hold City Council, Commission and Committee meetings remotely via Zoom. The City would then be required to hold all public meetings in-person.

FISCAL REVIEW:

There is no fiscal impact associated with this item.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the City to continue conducting City Council, Commission, and Committee meetings remotely as needed via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS DURING THE STATE OF EMERGENCY

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency;

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation;

WHEREAS, AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings;

WHEREAS, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians;

WHEREAS, social distancing measures decrease the chance of spread of COVID-19;

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings;

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Costa Mesa does hereby declare that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-569

Meeting Date: 2/15/2022

TITLE:

MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER

CONTACT INFORMATION: ALMA REYES, ASSISTANT TO CITY MANAGER

RECOMMENDATION:

Staff recommends that the City Council approve the February 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

BACKGROUND:

On October 16, 2021, the City Council adopted new Goals and Objectives for the 2021-2024 Three Year Strategic Plan and created a new six-month work plan covering the October 2021 through March 2022 period. The new Six Month Objectives (Attachment 1) were developed at the September 27, 2021 Strategic Planning retreat. During the workshop, the City Council developed key priorities and objectives for the next six months with staff input. Staff will continue to provide status updates to the City Council via the detailed work plan attached to this report, which is updated on a monthly basis.

ANALYSIS:

The September 27, 2021 Strategic Planning Retreat included breakout groups where each of the five City Council Goals were discussed individually. Additionally, each breakout group developed key objectives for the next six-month period for each Goal, covering the October 2021 through March 2022 period. The matrix provides a detailed work plan with specific deliverables for each Goal including timeframes for project completion that will be updated and monitored monthly.

THREE-YEAR GOALS AND PRIORITIES:

The Three Year Goals approved by the City Council are as follows (in no priority order):

- Recruit and Retain High Quality Staff
- Achieve Long-Term Fiscal Sustainability

- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Advance Environmental Sustainability and Climate Resiliency

ALTERNATIVES:

The City Council can provide alternate direction to staff regarding the Strategic Plan update.

FISCAL REVIEW:

Many of the stated priorities and action steps are already funded within the FY 21-22 Adopted Budget, and if needed, will be included in the Proposed Budget for FY 22-23.

LEGAL REVIEW:

The City Attorney reviewed and approved this report as to form.

CONCLUSION:

The City Council in collaboration with the City's leadership team revised the Three Year Goals at the September 2021 retreat, and established new objectives for the next six months. Staff recommends that the City Council approve the February update to the Strategic Plan.

CITY OF COSTA MESA
SIX-MONTH STRATEGIC OBJECTIVES
October 16, 2021 through March 15, 2022

THREE-YEAR GOAL: RECRUIT AND RETAIN HIGH QUALITY STAFF						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	HR Manager	Initiate the process to map and evaluate the employee recruitment process to innovate and modernize recruitment and commence development of the succession plan and present to the City Manager.	X			Succession Plan Contract awarded to CPS Consulting Services for the development of the Citywide Succession Plan and modernization of recruitment and hiring practices. Consultant meetings have occurred with all Departments and work is underway.
2. Dec. 1, 2021	City Manager	Present to the City Council for consideration the first phase of hard-to-fill positions requiring a market adjustment based on current data.	X			12/7/21- City Council approved Phase 1 of the hard-to-fill and hard-to-retain compensation adjustments. Phase 2 is scheduled to be presented to the City Council in March 2022.
3. Jan. 1, 2022	City Clerk	Perform a market analysis of City Council compensation for comparable agencies and special districts within the county and report results to the City Manager.	X			1/4/21 – Preliminary Council Compensation Survey has been provided to the City Manager. City Manager review is currently underway. Results will be presented to the City Council in March/April for its consideration.

4. Jan. 15, 2022 Feb. 15, 2022	HR Manager	Launch the Costa Mesa University Wellness, Leadership, Training and Mentorship Program for all city employees.			X	Wellness webinars are scheduled monthly. Supervisory training through Liebert Cassidy Whitmore being offered. Finalizing additional training offerings for Costa Mesa "U" in conjunction with implementation of Neogov "Learn" module.
5. Jan. 15, 2022 March 15, 2022	HR Manager	Develop HR staffing recommendations for inclusion in the mid-year budget to be presented to the City Council for consideration.			X	Staffing recommendations to be presented to City Council for approval in March.
6. March 1, 2022	HR Manager, in concert with the IT Director	Update and begin implementation of the online employee onboarding, training and evaluation processes by updating the NeoGov System.		X		NeoGov contract signed. Implementation process initiated for new NEOGOV "Onboard", "Learn" (Training) and "Perform" (Evaluation) modules. "Learn" module in implementation process to be followed by Onboard and Perform.

THREE-YEAR GOAL: ACHIEVE LONG-TERM FISCAL SUSTAINABILITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 15, 2021	Finance Director	Develop and define a quarterly report format, including financial metrics, to improve fiscal transparency and report to the City Council and FIPAC	X			Distributed the FY 2021/2022 1 st and 2 nd Quarter Financial Reports to the City Council and FiPAC, and posted to the City's website.
2. March 1, 2022	Economic and Development Services Director, working with the City Attorney	Secure a consultant for the Economic Development Strategic Plan.			X	The Request for Proposals has been prepared for release in coordination with City Attorney and Finance staff. Consultant selection is anticipated in April.
3. March 15, 2022	IT Director, working with the Police Chief and Finance Director	Procure and implement an upgrade of the public safety systems, subject to Dept. of Justice approval, and citywide database servers.		X		Working with PD to procure and implement MDCs. DOJ approval for MDCs and PCs was approved. PD placed order for MDCs. Obtaining quotes for Phase 3 of PC Refresh. PCs on order for Phase 3 install. 2/8/22 - PCs received for Phase 3 install. Installation to begin in February.
4. March 15, 2022	Finance Director working with the Development Services Director	Provide an update to the City Council regarding the state of retail cannabis implementation, including revised revenue projections.		X		Mid-Year Budget Study Session to provide Council with an update on all General Fund revenues including Retail Cannabis for current year budget and for the fiscal year starting July 1, 2022.

THREE-YEAR GOAL: STRENGTHEN THE PUBLIC'S SAFETY AND IMPROVE THE QUALITY OF LIFE						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Weekly	Asst. City Manager (lead), working with the Communications Team	Enhance the Communications and Engagement Plan to support the public's health, safety and quality of life and present results to the City Manager.			X	Weekly communication plan presented to City Manager. Additional contract resources may be acquired in order to expand existing communications during pandemic.
2. March 15, 2022	Public Services Dir., working with the Police Chief and a consultant	Present a plan to reduce collisions and injuries on roadways, including providing 3-5 options for City Council direction.		X		<p>11/2/21 - Third (3rd) Stakeholder working group held to review safety countermeasures for case study locations, counter measure toolbox, and best practices.</p> <p>11/17/21 -Public outreach meeting scheduled.</p> <p>Consultant preparing draft Local Road Safety Plan with traffic safety countermeasures and applications to reduce collisions and injuries on roadways.</p> <p>1/5/22 - Draft report is under review by City staff.</p> <p>2/7/22 – Comments provided to consultant and consultant to submit revised report .Final report to be completed in March 2022.</p>

3. March 15, 2022 April 15, 2022	Police Chief – lead, Asst. City Manager, Parks and Community Services Dir., and Fire Chief	Engage the community to obtain feedback on the community's sense of safety and well-being and present results to the City Council			X	I/P: Police Dept. developing a community survey and potential platforms and channels of distribution. 1/5/22 - Survey draft has been completed and shared with department directors for feedback and finalization. Numerous Meet and Greet opportunities have been held for new Police Chief to discuss public safety goals and measures with community groups with additional potential meetings underway. 2/8/22 – Survey questions have been completed and undergoing review and seeking input for City Departments. Upon review from City Departments, the survey will be provided to City Manager's Office.
4. March 15, 2022 July 15, 2022	Parks and Community Services Director	Update the City Council on the Open Space Master Plan, with a focus on access to parks.			X	12/7/21 - City Council approved an agreement with RJM Design Group to complete the Open Space Master Plan (not-to-exceed \$56,600). 2/8/22 – Staff met with RJM for a kickoff meeting in early January. A game plan has been created and staff are working with consultant on stakeholder list and the meeting schedule.

5. March 15, 2022	Asst. City Manager	Present options to the City Council for a behavioral health response model.		X		<p>Reviewing best practices and conducting outreach to potential providers.</p> <p>Made contact with 3 cities for potential opportunities to collaborate.</p>
6. FUTURE OBJECTIVE _____, 2022	Asst. City Manager, working with the Communications Team	Identify, develop and implement a measurement tool(s) to determine the effectiveness of the City's communications and public engagement with all segments of the community.				

THREE-YEAR GOAL: DIVERSIFY, STABILIZE AND INCREASE HOUSING TO REFLECT COMMUNITY NEEDS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	Asst. City Manager – lead, Development Services Dir., City Attorney	Present to the City Council opportunity sites for potential motel conversions with site control options.	X			<p>11/16/21- Two proposed sites approved by the City Council.</p> <p>12/14/21 – County Board of Supervisors approved one site (Motel 6) for submission to the State by the deadline of 1/31/22.</p> <p>1/31/22 – Application was submitted to the State before the deadline.</p>
2. Dec. 15, 2021	City Attorney and the Development Services Dir.	Present to the City Council for action necessary code amendments to address SB 8, 9, and 10.	X			<p>12/7/21 - City Council adopted an urgency ordinance adopting changes to Title 13 (Zoning) relating to the implantation of Senate Bill 9 for the creation of two residential units per lot and urban lot splits in single family residential zones; and declaring the ordinance an urgency measure to take effect immediately upon adoption.</p>
3. Dec. 15, 2021	City Manager, working with the City Council	Initiate and convene a Citizens Advisory Group to discuss Measure Y and Housing Element compliance.			X	<p>10/19/21 – The City Council approved formation of a Housing Ad Hoc Committee to lead community outreach efforts and deliberations regarding Housing Element Compliance and Measure Y.</p> <p>1/11/22 – Community Forum was held by Ad Hoc Committee to seek input from the public.</p>

4. Feb. 1, 2022	Development Services Dir.	Present to the City Council for action the Housing Element.	X			<p>11/8/21 - The initial Housing Element presentation and public hearing with the Planning Commission took place.</p> <p>11/22/21 - The second presentation and public hearing with the Planning Commission took place.</p> <p>12/13/21- The Planning Commission held a public hearing and recommended approval to the City Council.</p> <p>1/18/22 – The City Council held an initial public hearing.</p> <p>2/1/22 - The City Council held its second public hearing and adopted the Housing Element. The document was submitted to the State for review and certification.</p>
5. March 15, 2022	Development Services Dir. and City Attorney	Present to the Planning Commission a draft Inclusionary Housing Ordinance.			X	<p>Keyser Marston Associates, the City's inclusionary housing consultant, has completed the first draft of the required technical report.</p> <p>Timing was modified for this priority item to accommodate completion of the Housing Element Update and initial work on the Senior Center housing project concept community outreach and stakeholders meetings are anticipated in March/April.</p>

6. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and City Attorney	Initiate a draft STR Ordinance and an evaluation of program implementation options.		X		11/2/21 – City Council approved an urgency ordinance prohibiting STR's (except for home sharing). Staff will investigate opportunities for a permitting system and return to Council in 2022.
7. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and the City Attorney, working with Jamboree Housing	Present to the City Council for consideration a development plan and land use documentation for affordable senior housing at the Senior Center site.			X	Jamboree Housing has initiated meetings with staff to move forward with an application for a senior housing project on the City Senior Center site. Jamboree Housing submitted an application on November 22, 2021. Staff has revised the due dates for other City Council priorities to accommodate negotiating agreements and processing an application in 2022.

THREE-YEAR GOAL: ADVANCE ENVIRONMENTAL SUSTAINABILITY AND CLIMATE RESILIENCY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Feb. 15, 2022 Apr. 15, 2022	Public Services Director	Present the Pedestrian Master Plan update to the City Council for direction.			X	<p>10/6/21 – 2nd Public Outreach meeting held.</p> <p>12/1/21 - Draft recommendations and draft Pedestrian Master Plan recommendations presented to the Bikeway and Walkability Committee.</p> <p>1/5/22 – A special meeting of the Bike and Walkability Committee was held on January 19th to focus on the Pedestrian Master Plan.</p> <p>2/7/22 - Consultant to submit draft report based on comments received. Public outreach meeting to be scheduled in March/April to review draft plan.</p>

2. Feb. 15, 2022 March 15, 2022	Public Services Director, working with the City Manager	Develop a scope of work for the Climate Action and Adaptation Plan and present to the City Council for action.			X	<p>Staff is currently conducting research on best practices in CAAP development, including detailed review of climate action plans of several cities in California.</p> <p>Staff has also developed a draft community survey titled "<i>Climate Ready Costa Mesa: Community Survey</i>" to gauge Costa Mesa residents' concerns and priorities in climate change. The survey is expected to be launched in early 2022.</p> <p>1/5/22 – Staff has completed research on best practices and lessons learned, and is currently working on developing a draft scope of work for Costa Mesa.</p> <p>2/8/22 – Draft scope of work is near completion and will start going through internal review process starting next week. On track for City Council review by March 15, 2022.</p>
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3. March 1, 2022 March 15, 2022	Public Services Director	Provide an update of the Stormwater Management Master Plan to the City Council.			X	<p>Existing Conditions Assessment Phase:</p> <p>Data Collection _ Record Information: completed</p> <p>Site Assessment and Inspection: Ongoing</p> <p>Base maps Development: Ongoing</p> <p>Existing Hydrologic/Hydraulic Analysis (EHH): Completed</p> <p>Draft Existing Conditions Assessment Report (ECAR) is under review.</p> <p>Next Phase: Development of Storm Drain System Master Plan Update.</p> <p>Memorandum with Existing Conditions Assessment Report to be provided by March 15, 2022.</p>
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4. March 15, 2022	Public Services Director, working with the Development Services Dir.	Re-evaluate the existing Municipal Sustainable Policy, including landscape, organic waste and infrastructure planning and present the results to the City Council for action.		X	<p>Staff has mobilized a Costa Mesa Green Team (representatives from Public Services and Development Services) to review existing policy developed in 2007 and conduct research on ways to advance sustainability at City owned facilities and infrastructure.</p> <p>Staff is recruiting members of 'Sustainability Working Group', representatives from all City Departments to provide suggestions to improve the Sustainable Municipal Green Policy.</p> <p>1/5/22 – The Costa Mesa Green Team has conducted research on best practices in municipal sustainability and has developed preliminary goals.</p> <p>The Sustainability Working Group members, representing all City Departments, have been identified and the first internal workshop to review the policy will be held in early January.</p> <p>2/8/22 – Draft Sustainable Municipal Green Policy update has been shared with Sustainability Working Group and staff is currently consolidating comments and edits received into one master document. The next step is to have a smaller meeting with all City Department representatives to discuss recommendations.</p> <p>On track for City Council review and input by March 15, 2022.</p>
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City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-571

Meeting Date: 2/15/2022

TITLE:

DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA CITY EMPLOYEES ASSOCIATION (CMCEA) MEET AND CONFER AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MOU PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

DEPARTMENT: CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

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

RECOMMENDATION:

Staff recommends the City Council:

1. Designate Liebert Cassidy Whitmore Partner Peter Brown as the Principal Negotiator and City Manager Lori Ann Farrell Harrison, Assistant City Manager Susan Price, Assistant to the City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMCEA 2016-2022 Memorandum of Understanding (MOU) completed per the requirements of the Transparency In Labor Negotiations Council Policy (hereinafter policy).

BACKGROUND:

Per the policy, the City Council must designate a Principal Negotiator who "shall have extensive prior experience in negotiating public employee collective bargaining agreements and shall be free from any actual or potential conflict of interest with respect to the bargaining unit." The City Council may also designate one or more employees to be present during negotiations and to assist the Principal Negotiator as the City Council and/or Principal Negotiator deem appropriate.

ANALYSIS:

Staff recommends that the City Council designate Liebert Cassidy Whitmore Partner Peter Brown as the Principal Negotiator and City Manager Lori Ann Farrell Harrison, Assistant City Manager Susan Price, Assistant to the City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMCEA. Furthermore, Section 2, Economic Analysis of the policy, requires that the Finance Director prepare an economic analysis that must be verified by an independent auditor. Staff recommends that the

City Council authorize staff to have the independent fiscal analysis of the current CMCEA MOU completed per the requirements of the policy.

In January 2022, the CMCEA contacted the City to enter into negotiations given the expiration of the current Memorandum of Understanding with the association on June 30, 2022.

ALTERNATIVES:

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

FISCAL REVIEW:

The funds are budgeted in the General Fund in the Human Resources Division budget for outside legal counsel for negotiations.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND OBJECTIVES

This item works toward achieving the following City Council goal:

- Recruit and Retain High Quality Staff.

CONCLUSION:

Staff recommends the City Council:

1. Designate Liebert Cassidy Whitmore Partner Peter Brown as the Principal Negotiator and City Manager Lori Ann Farrell Harrison, Assistant City Manager Susan Price, Assistant to the City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMCEA.
2. Authorize staff to have the independent fiscal analysis of the current CMCEA 2016-2022 Memorandum of Understanding (MOU) completed per the requirements of the Transparency In Labor Negotiations Council Policy.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-517

Meeting Date: 2/15/2022

TITLE:

BAKER-PLACENTIA-VICTORIA-19TH STREET REGIONAL TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

DEPARTMENT: PUBLIC SERVICES DEPARTMENT / TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Architectural Engineering Technology, Inc. for the design and implementation of the Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project in the amount of \$2,211,405.23 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a five (5) percent contingency in the amount of \$110,570 for any additional services that may be required for the project.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

BACKGROUND:

The Orange County Transportation Authority (OCTA) Measure M2 Program, half-cent sales tax for transportation improvements, includes funding for cooperative Traffic Signal Synchronization (TSS) projects spanning multiple jurisdictions within Orange County. OCTA issued a "call for projects" under the TSS Program soliciting projects for potential grant funding in 2019.

In July 2020, OCTA approved the City's grant funding request for the Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project. OCTA awarded the City \$1,773,000 in grant funds for the engineering and implementation of traffic signal equipment and timing improvements for this corridor with a match share requirement of \$443,000 by the City of Costa Mesa, resulting in a total project cost of \$2,216,000.

The Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project will result in a comprehensive review of traffic signal coordination along the entire length of the corridors (Attachment 2). The City of Costa Mesa will administer this project, and Caltrans will be a participating agency. Thirty-nine (39) intersections under jurisdiction of the City of Costa Mesa and two (2) intersections of Caltrans will be improved and coordinated as part of this project. The project includes the preparation of detailed “before and after” studies to document efficiencies achieved with proposed timing changes. Additionally, the project will replace outdated traffic signal controllers at thirty-three (33) signalized intersections within the City of Costa Mesa’s jurisdiction and include the installation of upgraded traffic signal communication equipment such as video detection for bicycles, pedestrian countdown heads, accessible pedestrian push buttons (audible), GPS Emergency Vehicle Preemption (EVP) units, and Traffic Management Center (TMC) upgrades.

The scope of work for the RTSS Project includes:

- Development of optimized traffic signal synchronization timing plans;
- Installation of traffic signal upgrades;
- Communication upgrades;
- Implementation of enhanced pedestrian timing;
- Implementation of updated bicycle timing;
- Preparation of “before and after” studies; and
- Two years of signal timing maintenance.

This project will improve pedestrian crossing timing, implement leading pedestrian intervals as appropriate, improve bicycle timing including bicycle detection and green extension timing for bicycles using video detection, and improve safety and mobility for all modes of transportation.

ANALYSIS:

In August 2021, the City issued a Request for Proposals (RFP) for the design and implementation of the project. Five (5) proposals were received to provide the professional engineering services for the project. Proposals were reviewed for compliance with the City’s RFP, and consultants were evaluated based on project understanding, depth of experience, technical expertise, and associated evaluation criteria. The highest ranked consultant teams were selected to interview for further evaluation. After careful review of all proposals and interview responses, Architectural Engineering Technology, Inc. was selected for the design and implementation of the project. The consultant team, Architectural Engineering Technology, Inc., successfully demonstrated a thorough understanding of the project, technical ability and experience, and completed several projects of similar scope and size for cities throughout Orange and Los Angeles Counties.

The City of Costa Mesa will manage the project, provide a match share for the improvements, and implement the timing plans in the City’s jurisdiction. Caltrans will implement the timing plans for the two intersections within its jurisdiction. Each agency is responsible for maintenance of the improvements within their jurisdiction. OCTA, as a grantor agency, will fund, monitor, and audit the project in accordance with previously approved funding agreements.

ALTERNATIVES:

One alternative would be not to approve the Professional Services Agreement and conduct the project using in-house resources. However, the technical expertise and volume of work associated

with the project exceeds staff's available resources and time. This would result in the loss of grant funding for traffic signal equipment and timing upgrades for these corridors within the City.

FISCAL REVIEW:

Funding for the Professional Services Agreement with Architectural Engineering Technology, Inc. is available in the FY 2021-22 Approved Capital Improvement Project (CIP) Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Budgets, in Fund 203 (Air Quality Management District Fund), Fund 214 (Traffic Impact Fee Fund), and Fund 416 (Measure "M2" Fairshare Fund).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Architectural Engineering Technology, Inc. for the design and implementation of the Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project in the amount of \$2,211,405.23 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a five (5) percent contingency in the amount of \$110,570 for any additional services that may be required for the project.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARCHITECTURAL ENGINEERING TECHNOLOGY INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ARCHITECTURAL ENGINEERING TECHNOLOGY INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to develop and implement traffic signal infrastructure and coordination improvements in connection with the Baker-Placentia-Victoria-19th Regional Traffic Signal Synchronization Project, as more fully described herein; and

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

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibits "A" and "B" 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. Contractor shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Prevailing Wage Requirements. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor shall comply with all applicable Prevailing Wage Laws in connection with the services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.3. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields

and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

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

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.6. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed

confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated herein (the "Fee Schedule"). Contractor's total compensation shall not exceed Two Million Two Hundred Eleven Thousand Four Hundred Five Dollars and Twenty-Three Cents (\$2,211,405.23).

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

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the project schedule agreed upon by City and Contractor. 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, 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 three (3) years, ending on February 14, 2025, 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (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. Contractor 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 Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials,

agents, employees, and volunteers.

- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such

communication is sent through regular United States mail.

IF TO CONTRACTOR:

Architectural Engineering Technology Inc.
18340 Yorba Linda Blvd., Suite 107
Yorba Linda, CA 92886
Tel: (714) 982-0398
Attn: Kenny Chao

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5298
Attn: Noel Casil

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligence, recklessness, or willful misconduct of the Contractor, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance

showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

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

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

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

correction.

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

[Signatures appear on following page.]

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

CONTRACTOR

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Noel Casil
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Costa Mesa is requesting proposals to develop traffic signal infrastructure and coordination improvements that will synchronize the traffic signals along three (3) continuous/contiguous corridors, namely; (1) Baker Street/Placentia Avenue, (2) Victoria Street, and (3) West 19th Street. The project includes a total forty-one (41) signals over 10.2 miles within the City of Costa Mesa. The project contains thirty-nine (39) traffic signals owned by the City of Costa Mesa and two (2) traffic signals owned by Caltrans. **Table 1** lists and **Exhibit 1** depicts the traffic signal locations.

All the project corridors are funded in part by the Orange County Transportation Authority (OCTA) Project P Regional Traffic Signal Synchronization Project (RTSSP) grant funds and matching funds from the City of Costa Mesa.

General Work Program

Signal timing along the three (3) continuous/contiguous project corridors requires updating to meet current traffic demands and patterns. The goals of the project are to update timing, coordinate the roadway between the jurisdictions and also to integrate the traffic signals, communication, and ITS components optimally at City's TMC. The scope of work is developed to improve these conditions. Improvements at the Caltrans signals will primarily be updating timing and coordination.

Existing field conditions and signal timing plans for intersection and corridor operations shall be evaluated and conditions documented. The consultant shall model, analyze and optimize individual intersection conditions and submit for review by the City, prior to analysis of arterial coordination studies. The Consultant shall use the latest version of Synchro 11 for the analysis. The intersection and arterial signal analysis and optimization approach and all software programs to be utilized by the Consultant shall be described in the proposal. New timings shall be developed, implemented, tested and refined to optimize signal coordination and vehicle progression. A minimum of five separate timing plans per intersection shall be prepared covering the AM peak period, PM peak period, midday, evening (if needed), and weekend. Full scale "draft" Time-Space Diagrams (500' per inch horizontal/50 second per inch vertical) shall be prepared for each timing pattern and presented to the City for each corridor for review, with final diagrams prepared documenting final coordination timings. The timing study shall account for the network-wide coordination system and respective impact/benefits to cross street progression. Network traffic flow shall not be compromised.

The professional services scope of work is intended as a "Turnkey" project. All tasks shall be coordinated to effectively develop interrelated project elements and tasks shall not be advanced until preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services required for this project. Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted commitment to provide a high quality product.

Project development meetings shall be held monthly with concise written records prepared on all meetings and activities. The consultant will be responsible for all coordination, preparing meeting agendas, minutes and presentation materials. A project schedule shall be prepared itemizing all activities and subtasks to support project milestones. The schedule shall be in the form of a bar chart

and show deliverables and other relevant data needed for the control of work. A copy of the schedule and monthly updates shall be furnished to the City Project Manager. The proposed scope of work is based on a Measure M2 Program P grant award received from OCTA. **The consultant shall retain detailed accounting records to fully meet OCTA accounting and audit oversight.**

Consultants proposing on this project shall clearly demonstrate the ability and commitment to accelerate project completion with promptness and efficiency. Accordingly, the consultant shall commit all necessary resources to achieve expeditious completion. Firms considering proposal submittals are requested to have in-house technical expertise to fully and professionally address and facilitate all aspects of the project. The selected consulting firm shall maintain the same project manager throughout the duration of the project, as specified in the proposal and approved by the City.

The description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be fully addressed in the proposal. The tasks and fee shall reflect the mandatory combined elements for the overall project; route assessment, signal coordination, before and after studies, and address the equipment identified needs. All tasks shall be undertaken and complete within the proposed “Not to Exceed” contract fee.

Presentation to Stakeholders

The consultant will be required to present the results of the study for City Council Study Sessions and at the ITS Roundtable meetings at OCTA.

The following scope of services include Phase 1 - Primary Implementation (PI) and Phase 2 – Ongoing Maintenance and Operations (O&M) as described in the OCTA RTSSP Project P Supplemental Application dated February 25, 2020 (2nd revision).

Phase 1 - Primary Implementation (PI)

Task 1 – Project Administration

The consultant shall attend a project kick-off meeting with key City staff to initiate the project, review the project scope of work plan goals, review project schedule and key milestones, and develop a list of documents/data needed to assist in the successful completion of the project.

The City of Costa Mesa will perform normal day-to-day project administration. Project budget will include time for OCTA coordination, cooperative agreement development and execution of matching funds required of and by the City. The consultant will be responsible for all aspects of the project along with City of Costa Mesa staff.

Project progress meetings shall be held once a month every month for the duration of the contract. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and will show a deliverables schedule and other relevant data needed for the control of work, for City's review of the work status and accomplishments occurring each month. Monthly updates shall be furnished to the City's Project Manager.

Task 2 – Data Collection

The consultant will be responsible for performing data collection in house or using a qualified traffic data collection subconsultant. Data such as Average Daily Traffic (ADT), Speed (85th percentile), Turning Movement Counts (TMC), etc. shall be collected. All existing traffic patterns, flows, and conditions will also be taken into account. The consultant will use the data collected to develop updated base timing and synchronized time-of-day timing plans for AM Peak, PM Peak, Mid-day Peak, evening (if-needed), and Weekend Peak.

Task 3 – Field Review and Plans Specifications and Estimates (PS&E)

Consultant will review the geometric layout, existing traffic signal equipment, and signal synchronization related infrastructure to identify any deficiencies for each intersection and along the corridor/route. The review shall include an assessment of the existing intersection geometry, traffic conditions, traffic signal control equipment, and telemetry/interconnect facilities along the corridor and at each intersection using observations, available as-built plans, and consultation with City staff. With permission from the City of Costa Mesa and Caltrans, the CONSULTANT shall inspect the interior of each traffic signal cabinet, inspect the existing ITS and communication systems, determine their respective condition, and make recommendations for equipment upgrades. The consultant shall also obtain the existing signal timing in the field.

This phase consists of the preparation of design plans, specifications, and estimates (PS&E). PS&E and utility coordination shall conform to the latest editions (including errata) of: California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards. Plans shall be electronically plotted at 1" = 20' on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized.

Plans, specifications, and estimates shall be submitted at 60%, 90%, and 100% milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg etc.). The City will provide comments at each milestone for consultant revision of the PS&E.

The PS&E shall develop Project record drawings for the purchase of necessary fiber optic cable and accessories, traffic signal controllers, traffic signal improvements, communications equipment, Closed Circuit Television Cameras (CCTV), Video Detection, Emergency Vehicle Preemption and Intelligent Transportation System (ITS) equipment and elements. The work to be performed includes all necessary integration to the City of Costa Mesa Traffic Management Center (TMC) VMS and CENTRACS System.

1. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Comply with Caltrans "Manual on High and Low Risk Underground Facilities within Highway Rights-of-Way."
2. If needed, prepare a Water Pollution Control Plan meeting recent City and State standards.
3. Traffic control plans are required and must provide continuous driveway and pedestrian access

at all times during the construction phase of the project. Traffic control plans shall identify each construction stage and sequence; provide adequate details on alternate detour routes, developed to minimize impacts to residents. It is intended that only one lane may be closed from 8:30am to 3:00pm during daytime hours.

4. For budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final detailed construction quantity and cost estimate.
5. Obtain final design approval from the City, and comply with all applicable requirements.
6. Complete project contract documents and special provisions in a format consistent with current City projects and in conformance with OCTA's Project P, State, and Federal guidelines.
7. Prepare and submit two Resident Engineers files, containing at a minimum, final construction quantities and cost estimates with background calculation work sheets; Caltrans permit material and relative information.
8. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design. The consultant will also be responsible for preparation of final as-built plans which will be developed using the latest AutoCAD software and by updating the final plans.
9. The selected consultant shall include all additional items necessary to achieve completion and approval of the final design plans and specifications.

Task 4 – Corridor “Before Study”

The consultant will conduct "before" floating car travel runs prior to timing implementation. The Consultant will develop a 'Before' field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE's will likely include traffic flow, travel time, average speed, number of stops per mile, number of intersections traversed on green vs. stopped by red (Greens per Red), Corridor Synchronization Performance Index (CSPI), fuel consumption reduction, pollution reduction, and other pertinent items. The draft report will be submitted to the City for review. The City will provide comments which will be incorporated into the final "before study" report.

Task 5 – Signal Timing Optimization and Implementation

Synchronization will be inter-jurisdictional in nature, if applicable. All existing traffic patterns, flows, and conditions will be taken into account. The consultant will update the base timing plan elements which will affect the coordination plans such as pedestrian walk and clearance intervals, minimum green time, bicycle minimum green time, yellow clearance, all-red clearance, etc. Synchronized timing will be developed for the AM Peak, PM Peak, Mid-day Peak, evening (if-needed), and Weekend Peak. Special generators such as schools and businesses along with cross street traffic will be considered as part of the project.

Task 6 – Corridor “After” Study

The consultant will conduct "after" floating car travel runs after timing implementation. The Consultant will conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. The draft report will be submitted to the City for review. The City will provide comments which will be incorporated into the final "before study" report. This task shall commence after installation and integration of controllers and video detection from Task 7.

Task 7 – Synchronization System Construction

The consultant and consultant's contractor will design, procure, and install equipment upgrades. All installations and upgrades will be per City of Costa Mesa, OCTA Project P, state, and federal standards. Details of proposed equipment upgrades are tabulated in the OCTA RTSSP Project P Supplemental Application dated February 25, 2020 (2nd revision). The consultant and consultant's contractor shall submit traffic control plans to the City for review and approval. The City will work to expedite an encroachment permit for the consultant's contractor prior to the start of construction.

Task 8 – Project Report

The contracted consultant will develop a final report for the project using the OCTA Final Report Template. This report will be completed after the Primary Implementation is completed and will include the following elements:

- Introduction/project description: a summary of the project including the purpose, background, and objectives of the project.
- Data collection: a summary of the data collected as part of the effort including the traffic counts, phasing, lane configurations, etc.
- Traffic signal systems improvements: a summary of the implemented traffic signal systems improvements.
- Signal timing optimization: a summary of the development and implementation of updated signal timing including the models, selected cycle lengths, intersection groupings, etc.
- Results: the study will contain directional AM, mid-day, PM, evening, and weekend peak periods using travel times, average speeds, green lights to red lights, stops per mile, and the derived corridor synchronization performance index (CSPI) metric. This information shall be collected both before and after any signal timing changes have been made. Additional details based on the Final Report Template will also be included.
- Benefits to cost analysis: project benefits resulting from signal synchronization will be evaluated based on the before and after study results. Savings will be calculated for travel time, fuel consumptions, vehicle maintenance, Greenhouse Gas (GHG) reduction, and a final Benefit Cost Ratio (BCR).
- Future signal corridor improvements: recommendations for system and equipment enhancements to improve traffic flow and signal synchronization will be provided.

- Conclusion: a summary of the before and after study and its findings.

Phase 2 – Ongoing Operations & Maintenance (O&M)

The ongoing maintenance and operation period will start after signal timing is implemented and last for a period of two (2) years. It will consist of (1) monitoring and improving optimized signal timing and (2) communications and detection support.

Task 9 – On-going Operations and Maintenance (O&M)

a. Monitoring and improving optimized signal timing

The corridor will be driven monthly from end to end in order to monitor and regularly improve the signal synchronization timing and parameters. Improvements and corrections will be implemented as necessary. These reviews will begin upon the completion of the primary implementation phase and will continue until the end of the two-year O&M period. The results of the monthly survey will be submitted to the City.

Any signal timing issues or adjustments needed to the coordination signal timing will be made with notification and approval by the City.

Any updates to the signal timing should be accompanied with the consultant updating the signal timing files and the consultant shall then leave the most updated set of timing sheets in the Signal Cabinet. The consultant shall coordinate with the City in order to back-up the existing and proposed signal timings on the City's CENTRAC system, prior to implementation and saving of timing on the controller data key/SD card.

b. Communications and detection support

Regularly scheduled communication and detection support will be provided along the synchronized corridor at the intersections identified in Table 1 to ensure the necessary conditions for signal synchronization. The primary focus will be on the monitoring and reporting of communications and detection issues. As issues are identified, they will be reported to the City and potential repairs will be identified. These reviews will begin upon the completion of the primary implementation phase and will continue until the end of the two-year O&M period. This support can be implemented using a variety of tools including monthly drives along the corridor, analysis of central system report output, and discussion with City staff.

c. O&M Final Memorandum

The O&M Final memorandum will summarize the execution and results of the O&M phase of the Project, including details on when and where the travel runs were conducted; identify issues encountered, and solutions developed and implemented throughout the O&M phase; and provide detailed and feasible recommendations for future improvements.

Table 1: Project Traffic Signals for the Signal Synchronization Project

No	INTERSECTIONS	
1	Baker Street	Red Hill Avenue
2	Baker Street	Pullman Street
3	Baker Street	Bristol Street
4	Baker Street	Randolph Avenue
5	Baker Street	Fire Signal
6	Baker Street	Bear Street
7	Baker Street	Milbro Street
8	Baker Street	Babb Street
9	Baker Street	Mendoza Drive
10	Baker Street	Coolidge Avenue
11	Baker Street	Fairview Road
12	Baker Street	College Avenue
13	Baker Street	Harbor Boulevard
14	Baker Street	Royal Palm Drive
15	Placentia Avenue	Adams Avenue
16	Placentia Avenue	Bicycle Trail Crossing
17	Placentia Avenue	Fairview Park
18	Placentia Avenue	Estancia North
19	Placentia Avenue	Estancia South
20	Placentia Avenue	Wilson Street
21	Placentia Avenue	Victoria Street
22	Placentia Avenue	W 19 th Street
23	Placentia Avenue	W 18 th Street
24	Placentia Avenue	W 17 th Street
25	Placentia Avenue	W 16 th Street
26	Victoria Street	Newport Boulevard NB
27	Victoria Street	Newport Boulevard SB
28	Victoria Street	Harbor Boulevard
29	Victoria Street	Maple Street
30	Victoria Street	Pomona Avenue
31	Victoria Street	National Avenue
32	Victoria Street	American Avenue
33	Victoria Street	Canyon Drive
34	Victoria Street	Valley Road
35	W 19 th Street	Pomona Avenue
36	W 19 th Street	Meyer Place
37	W 19 th Street	Anaheim Avenue
38	W 19 th Street	Park Avenue
39	W 19 th Street	Harbor Boulevard
40	Baker Street	SR-55 NB [1]
41	Baker Street	SR-55 SB [1]
[1] – Caltrans locations		

Exhibit 1: Project Traffic Signals Locations

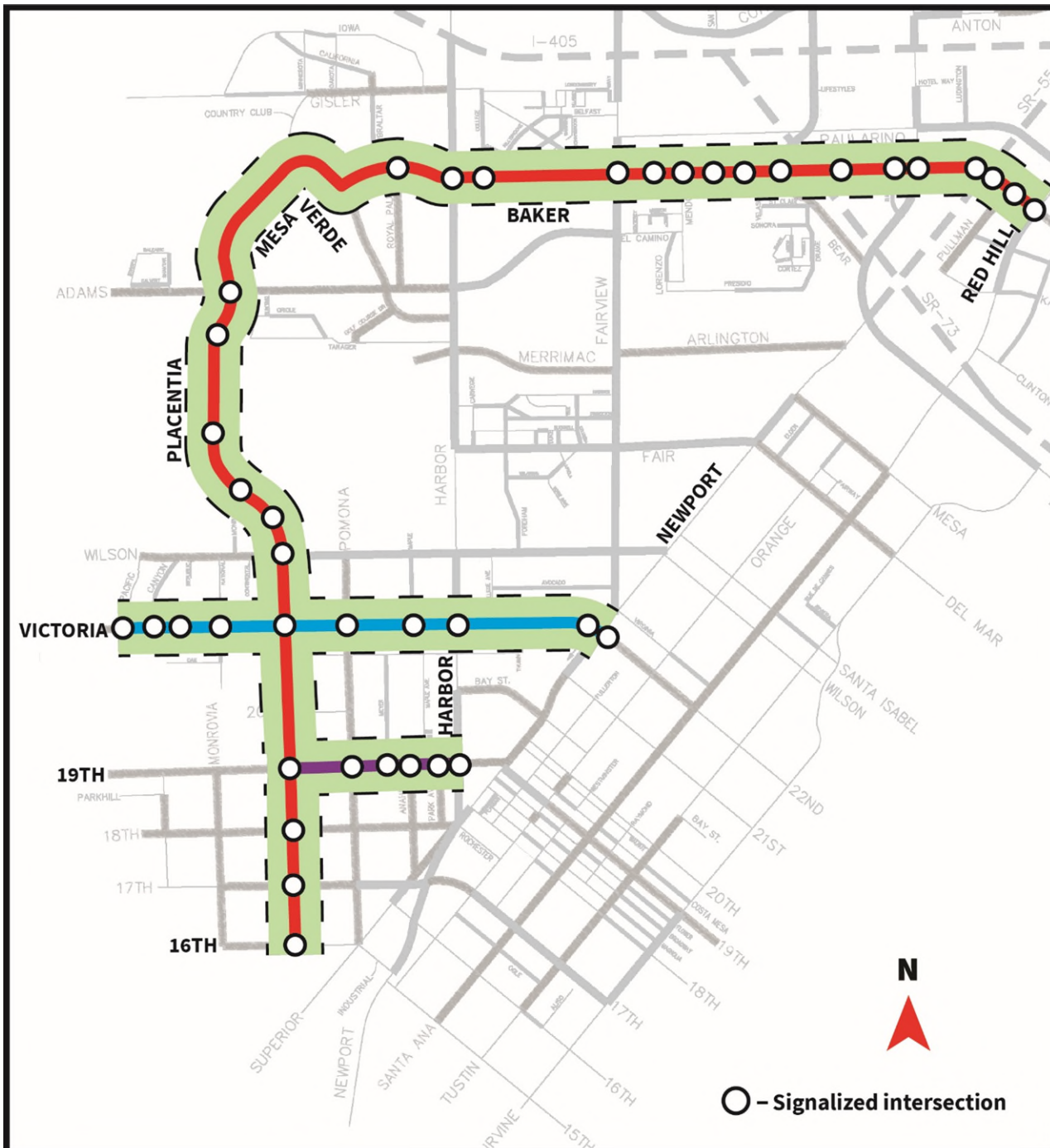


EXHIBIT B
CONSULTANT'S PROPOSAL



City of Costa Mesa

BAKER-PLACENTIA-VICTORIA- 19TH RTSSP

RFP NO. 082721



In Association With



Prepared by:



City of Costa Mesa
Attention: Mr. Noel Casil, PE
Public Services Department, Transportation Services Division
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

September 27, 2021

Subject: Architectural Engineering Technology, Inc. (AET & Associates) Proposal Submittal for City of Costa Mesa, Baker-Placentia-Victoria-19th RTSSP, RFP No. 082721

Dear Mr. Casil and Members of the Evaluation Committee:

The City of Costa Mesa (the City), along with California Department of Transportation (Caltrans) District 12, is committed to serving Central Orange County residents by providing an efficient traffic signal system and transportation network. This network consists of freeways, arterials, complete streets, and a signal system that is adapted to facilitate essential mobility in the City. The regional Traffic Signal Synchronization Project (TSSP) is funded to improve the flow of traffic by developing and implementing regional signal coordination that crosses agencies' boundaries and maintains coordination through major intersections. This TSSP project will improve safety operation and traffic flow by installing new advanced signal control equipment and by implementing updated traffic signal coordination plans by time-of-day (TOD) to provide reduced travel times for all motorists. The AET team has the expertise and availability to provide high-quality consulting services to the City in the implementation of this project.

The AET team consists of professionals and specialists that are experienced, knowledgeable, objective, and forward-thinking. Our team will work together with the City staff, as well as Caltrans, to reach consensus on a path forward to implement this TSSP. AET, along with our project partners, will support the City in developing a state-of-the-art traffic signal safety operational system that allows you to future proof the transportation network and will provide pedestrian, bicyclist, and motorist benefits beyond the three-year shelf life of traffic signal timings.

Building Blocks for a Successful TSSP. The AET team was assembled with your vision for this TSSP in mind, and we can offer the City of Costa Mesa and its project partners the following benefits:

- **A Proven Leader.** Our Project Manager, Kenny Chao, IMSA, is an Orange County resident and has worked in the County on TSSP projects since 2008 and other traffic/ITS related projects. His project experience includes numerous ITS improvement projects, traffic operations, and traffic signal design/timing improvements. Kenny has proven his project management capabilities working for Orange County Transportation Authority (OCTA). Many of the projects he has managed have included traffic signal coordination and system design elements. Over the past 19 years, he has managed and led the design of traffic signal system improvement projects similar to this project. Kenny is committed, available, and our Yorba Linda office is located within 20 minutes from the City's office.
- **An Experienced Team.** We have built this team with key team members, including Kelvin Nguyen, EE; Doug Smith, PE (HDR); Rohit Itadkar, PE, TE (HDR); Kent Ko, PE, TE (HDR); and Felipe Ortega (LLG), based on expertise combined with knowledge of the City of Costa Mesa and Caltrans District 12. Our established relationships will help navigate the complexities introduced to our work in this post-Covid19 world. We have adapted to the virtual environment and will help facilitate collaborative decisions to keep the project on schedule and within budget. Our team consists of staff who have worked on this type of project with OCTA and other agencies in the past, and are experienced in delivering on all the tasks ranging from signal coordination to system design and integration on this project.
- **An Innovative Technical Approach.** Our team's approach leverages big data and utilizes state-of-the-art technology to develop the ideal signal timing is key to project success. We will achieve this through our knowledge of



big data analytics and Signal Performance Measures (SPMs), and visualization of the connected arterial system using such tools as street light data and INRIX. These solutions are cloud-based and accessible from any computer, allowing users to quickly see the status of their network with the detail that engineers appreciate to quickly adjust, monitor, or report on their network level of service. This provides the City with corridor-level insights, expediting our decision-making process.

- **A Personal Client Service Approach.** Our goal is to provide the City with personal day-to-day service in completing this project since this will be our only TSSP project in Orange County. Our six key staff members will be available to the City at any time to address any issues and concerns that may arise. Many of the firms that provide these services are very busy with other RTSSP contracts in Orange County. Because the AET team is not working on any other OCTA-funded projects currently, we can provide an extensive amount of attention to the City of Costa Mesa and this project. This attention will result in a superior project with extensive benefits. We will support City staff in achieving the goals you set for this and other intelligent transportation system (ITS) improvements in the City.

Together as a team, we understand the requirements for this project and best practices for achieving your goals successfully. We are committed to applying our team’s knowledge and expertise to help you successfully develop the corridor TSSP. Our proposal further explains why these benefits are critical for successful project implementation.

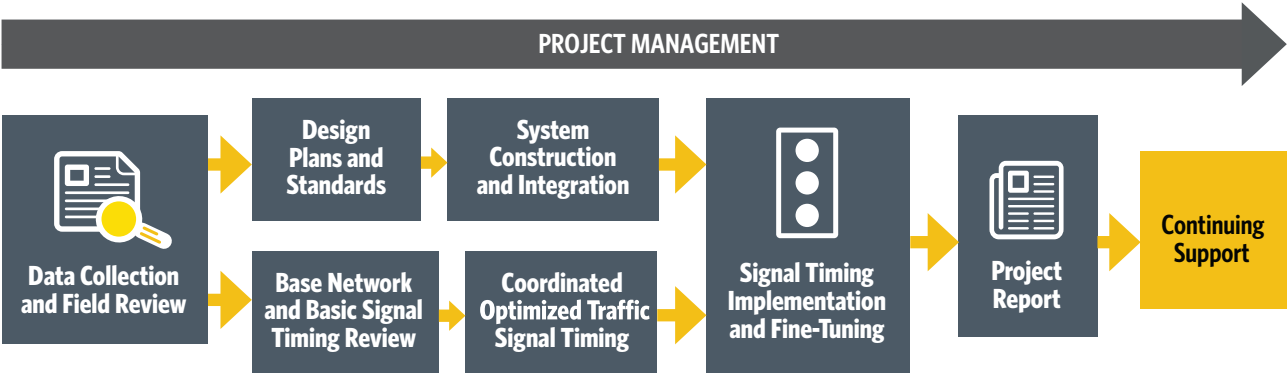
In addition to the technical capabilities of the AET team, we have also included the following subconsultant teaming partners to bolster our ability to provide the right expertise and depth of resources necessary to provide services for this contract. Although there is not a specific Small Business Enterprise (SBE) requirement for this RFP, AET as a committed SBE firm, has partnered with LLG, a fellow SBE firm for this contract.

Table 1. List of AET’s Subconsultant Teaming Partners

SUBCONSULTANT NAME	ROLE	WORKING RELATIONSHIP
HDR Engineering, Inc. (HDR)	Traffic Signal Operations	AET and HDR have a strong working relationship; we are currently working together on the Adaptive, Responsive Signal Timing Project for City of San Gabriel.
Linscott, Law & Greenspan Engineers (LLG) SBE	System Integration	AET and LLG staff have a strong working relationship; we have worked together on TSSP crossing corridor projects and completed systems integrations.

This team will provide all technical aspects of the project scope and will work with the City staff to provide you with the high level of service we are known to provide. Our 20 page proposal provides an approach to the detailed scope of work shown in the RFP and is focused on four major elements of the scope including Project Management, System Design/ plans, specifications, and estimates (PS&E), Traffic Signal Coordination and Timing plans and the implementation of the hardware/ software in the field. Our intent is to deliver the scope of work as illustrated in the work flow diagram shown below:

Figure 1. Project Management Workflow



We welcome the opportunity to meet with you and further discuss our qualifications, expertise, and approach. Please feel free to contact our Project Manager and your main point of contact, **Kenny Chao**, IMSA, at kchao@aetandassociates.com or 424.392.9188 to discuss this proposal.

Sincerely,
AET & Associates



Kenny Chao, IMSA
Project Manager

Company Details

OFFICE FROM WHICH THE PROJECT WILL BE MANAGED	18340 Yorba Linda Blvd., Ste 107, Yorba Linda, CA 92886 p: 714.982.0398
CONTRACTUAL RESPONSIBILITY	Uyen Pham, Principal 18340 Yorba Linda Blvd., Ste 107, Yorba Linda, CA 92886 p: 714.982.0398 m: 714.837.2177 e: upham@aetandassociates.com
PROPOSAL CONTACT	Kenny Chao, Principal 18340 Yorba Linda Blvd., Ste 107, Yorba Linda, CA 92886 p: 714.982.0398 m: 424.392.9188 e: kchao@aetandassociates.com

Acknowledgments

✓	This proposal shall remain valid for a period of not less than 180 days from the date of submittal September 27, 2021.
✓	This proposal is signed by Kenny Chao, Principal of AET, and he is authorized to bind the firm to the terms of the proposal.
✓	AET acknowledges receipt of No Addendum, but Q & A and Grant Application.
✓	All information submitted with this proposal, to the best of our knowledge, is true and correct.

A. BACKGROUND AND PROJECT SUMMARY

1. PROGRAM UNDERSTANDING

CITY OF COSTA MESA

OCTA provides funding and assistance to implement multi-agency signal synchronization as part of the Measure M2 (M2) Regional Traffic Signal Synchronization Program (Project P). Annually, OCTA provides competitive capital grants specifically dedicated to the coordination of traffic signals across jurisdictional boundaries. The goal of Project P is to improve the flow of traffic by developing and implementing regional signal coordination that crosses local agencies' boundaries and maintains coordination through freeway interchanges, where possible.

The completed projects have reduced average travel time by 13 percent and the average number of stops by 29 percent. Average speed improved by 14 percent. Consumers will save approximately \$160.7M (at \$3.90 per gallon in today's dollars) on fuel costs and reduce GHG emissions by approximately 826.2M pounds over the 3-year project cycle. The reduction of GHG emissions is made possible by reducing the number of stops, smoothing the flow of traffic, and reducing the amount of acceleration and deceleration of vehicles.

In December 2020 the City along with support from Caltrans District 12 (D12) submitted a revised RTSSP application for the proposed arterial corridor. The proposal requested a total of \$2.216M to replace signal control equipment, improve safety operation, and provide traffic signal coordination across the four arterials within the City as a signal synchronization network.

WORK TO BE DONE

The Baker-Placentia-Victoria-19th Street Corridor (the Corridor) is a 10.2-mile, 4-6-lane Master Plan of Arterial Highways (MPAH) facility with intermittent bike lanes along some of the arterial. There are 41 signals on this corridor under Costa Mesa (39) and (2) Caltrans D12 jurisdiction. The corridor starts at Superior Avenue and traverses Adams, Harbor Boulevard, Fairview Road, SR-73, and SR-55 along the way, all of which will impact signal coordination. Our field analysis indicates that it is in need of updated new signal timings in order to improve efficiency and safety operation. The facility provides access to an area of residential, commercial, and industrial land uses to the west of the SR-55 freeway system. The corridor serves both commuter, recreational and residential traffic volumes.

The work effort on this project can be broken down into **four basic elements**:

- **Project and Contract Management.** AET PM will provide leadership in not only how to complete the critical elements of this scope of work but also how to coordinate with Caltrans and OCTA to complete the project successfully
- **Corridor-wide Traffic Signal Coordination.** The AET team knows how to use the data collection efforts and our traffic operations analysis tools to provide TOD plans that work for each segment of the corridor.
- **Traffic & TMC Design Improvements.** Our designers have worked with OCTA to complete numerous TSSP projects and know exactly what level of design is required to get the most out of the contractors in the field.
- **Implementation.** AET and LLG staff has extensive TSSP Design/Build and Turnkey expertise which allows us to work with contractors to successfully to complete this work.

OBJECTIVES TO ACCOMPLISH

The objective of the Corridor RTSSP Project is to develop inter-jurisdictional signal synchronization plans and install updated traffic signal hardware modifications to run these timing plans more efficiently. The purpose of the project is to develop design plans and signal timings that provide improved safety operation and travel times across city boundaries and decrease congestion in this corridor in the heart of Orange County. At the completion of the project, as part of the contract, there will be **24 months** of operation and maintenance support provided. **At the city's discretion, the AET team can provide 6 months of additional O&M to the city at no cost.** Costa Mesa needs a consultant team that has the stability and resources to see this project from start to completion and can manage all aspects of this program.

The purpose of this work effort is to develop the final timing plans deployed in the field and address issues encountered during the implementation and fine-tuning process along the corridor. The project will summarize and include the following:

- Design plans identifying the hardware and improvements needed at 41 traffic signals
- Final fine-tuned electronic Synchro 10 & Tru-Traffic data files
- Final time-space diagrams
- Implementation and O&M for the corridor
- Travel time and delay summaries, MOEs, and benefit-cost comparisons

B. METHOD OF APPROACH

1. PROJECT UNDERSTANDING

BAKER STREET

This corridor travels east-west which is approximately 2.8 miles long. There are a total of 16 signalized intersections along this corridor. There are three lanes in each direction from Red Hill Avenue to Babb Street which pass through primarily residential and retail areas. There are two lanes in each direction from Babb Street to Mesa Verde Drive which pass through residential areas. This entire section of roadway has experienced Road Diet improvements and there is a Class II bike lane in both directions.

The City has recently upgraded its timing parameters and introduced a standard 120 second cycle length at most of its intersections. Also, corridors such as Red Hill Avenue, Bristol Street, Bear Street, Fairview Road and Harbor Boulevard have already been coordinated in the north-south direction as part of the similar TSSP projects from OCTA. During the development of proposed timing plans, the AET team will coordinate with the City to determine the traffic flow priority along these corridors to see if they prefer the traffic flow in north-south direction to be coordinated or if they want to override that coordination and have the east-west direction coordinated along Baker Street. This corridor provides access to SR-73 and SR-55 freeways and therefore experiences heavy traffic flow during AM and PM peak periods.

PLACENTIA AVENUE

This corridor travels north-south which is approximately 3.8 miles long. There are a total of 11 signalized intersections along this corridor. There are two lanes in each direction which passes through primarily recreational (Fairview Park, Costa Mesa Golf Course), residential and retail areas. This entire section of roadway has experienced Road Diet improvements and there is a Class II bike lane in both directions. Placentia at Adams is a heavily congested intersection due to school AM traffic (Estancia High School). AM and PM East / West heavy Huntington Beach area commuter traffic. Coordination timing is critical. The traffic flow along this corridor is relatively less congested when compared to the other three corridors where ADT is between 12,000 and 24,000.

VICTORIA STREET

This corridor travels east-west which is approximately 2.28 miles long. There are a total of 9 signalized intersections along this corridor. There are two lanes in each direction which passes through primarily residential and retail areas. This entire section of roadway has experienced Road Diet improvements and there is a Class II bike lane in both directions.

The City has recently upgraded its timing parameters and introduced a standard 120 second cycle length at most of its intersections. Also, Harbor Boulevard have already been coordinated in the north-south direction as part of the similar TSSP projects from OCTA. We understand, east-west is and will always be the priority on Victoria due to Huntington Beach area access. Similar to Adams Ave. These 2 corridors are the only access to Huntington Beach area. This corridor provides the western parts of Costa Mesa the access to SR-55 freeway and therefore experiences heavy traffic flow towards SR-55 and away from SR-55 during AM and PM peak periods respectively. Victoria suffers from high-speed accidents on the west end near Victoria/Canyon, Victoria/American. Nearby school will be considered during the timing evaluation.

19TH STREET

This corridor travels east-west which is approximately 0.75 mile long. There are a total of 5 signalized intersections along this corridor. There are two lanes in each direction which passes through primarily residential and retail areas. Our sub consultant LLG is currently designing a new signal at 19th St/Wallace and is aware of the existing 19th street conditions and City concerns. This should make a seamless design/timing development.

Harbor Boulevard has already been coordinated in the north-south direction as part of the similar TSSP projects from OCTA. During the development of proposed timing plans, the AET team will coordinate with the City to determine the traffic flow priority along these corridors to see if they prefer the traffic flow in north-south direction to be coordinated or if they want to override that coordination and have the east-west direction coordinated along Victoria Street. This corridor provides the western parts of Costa Mesa the access to SR-55 freeway and therefore experiences heavy traffic flow towards SR-55 and away from SR-55 during AM and PM peak periods respectively.

Evaluation Of Complex Traffic Operations Conditions

The corridor passes through a variety of land uses such as residential, industrial, recreational, office, and retail. Each land use is characterized by its own unique traffic demand and driver behavior. Additionally, specific traffic generators such as schools, hospitals, shopping centers, and emergency services require different sets of traffic measures. This is further compounded by numerous major arterial cross streets which have already been coordinated in the north-south direction as part of OCTA's recent RTSSP projects. One of the challenges of this project will be to cater to the individual traffic needs of a specific section of a roadway while obtaining a corridor-wide optimum traffic flow.

The variety and complexity of the transportation issues affecting the corridor necessitates the evaluation of a wide-ranging traffic operational issues and development of solutions as part of this project to achieve corridor-wide coordinated traffic operations. The AET team has extensive knowledge of the corridor traffic issues and constraints, see Issues Table on the following page. This information will allow us to address technical constraints about the overall corridor, while focusing on the local intersection issues. We will coordinate with the City to understand the issues and constraints and will provide feasible solutions in terms of safety traffic operations. For cross streets which have already been synchronized in the north-south direction, the AET team will work with all agencies to determine if it is important to maintain the coordination or if the coordination along this corridor takes precedence. The AET team will also give special attention to intersections in the vicinity of schools, where pedestrian operations and safety will be a priority along with achieving optimum traffic flow along the corridor and intersections near the freeway which would require unique strategies to handle high traffic volumes accessing the freeway.

Special Concerns

One of the challenges on this corridor will be the collection of adequate traffic data for turning movement volumes at intersections and roadway segment data to perform the needed studies and time intersections. There are three factors that we need to consider during our data collection phase:

- The I-405 Freeway design/build is under construction as part of a major OC Go initiative. This construction has impacted traffic at major intersections adjacent to the freeway as well as along this corridor. In addition, it has an effect on the traffic progression and volumes along

Placentia/Baker in each direction.

- We do not yet know how the COVID-19 crisis will impact traffic volumes moving forward. There is a possibility that by the time we receive NTP and begin to collect data, life will be back to normal, but we do not know if there will be long-term effects to traffic conditions or an extended recession as a result of the shut downs. This will be a challenge in determining time-of-day plans and actual signal timings for the corridor. We will need to work with the City to determine how best to address this matter in our data collection and development of TOD plans for projected conditions.
- There is also the need to determine what hardware needs to be provided in the TMC in order to give the City the required functionality to actively manage traffic conditions along the corridor and beyond.

The project characteristics and issues are presented in Table 2 Project Area and Issues Table and in Figure 2 Project Area Map on the following page.

2. APPROACH TO TASKS NECESSARY FOR SUCCESSFUL PROJECT COMPLETION

PROJECT ADMINISTRATION

The purpose of this task is to ensure the timely and cost-effective delivery of the City of Costa Mesa TSSP Project for the City, OCTA, and its partners. Key elements include managing the consultant team's activities, resources, and schedule adherence; participating in and supporting the public outreach efforts; participating in and documenting project meetings; developing required project documentation; and preparing monthly invoices.

Kenny Chao, IMSA, will ensure the timely and integrated production of all tasks in a professional, quality, and timely manner. Kenny will commit the majority of his time to the management and successful completion of this study within the 36-month schedule. He will also be ready to make presentations regarding the study to advisory groups, the OCTA Board of Directors and its committees, and other parties as directed by Costa Mesa. Supporting Kenny will be his core team, including Doug Smith, PE; Rohit Itadkar, PE, TE; Kent Ko, PE, TE; Felipe Ortega, and Kelvin Nguyen, EE, as well as staff who have been carefully selected from our subconsultant partners to best meet the needs of the project. Our staffing plan is presented in Section G. Key Personnel.

Table 2: Project Area and Issues Table

NO.	INTERSECTION	TRAFFIC OPERATION ISSUES/CHARACTERISTICS LIST
1	Baker Street and Red Hill Avenue	NB Dual Left Turn. High NB traffic during peak periods. Split phasing in east-west direction. Heavy SB RT. Coordination timing sync critical with Baker/Pullman and SR-73
2	Baker Street and Pullman Street	High EBR & NBLT turn volume
3	Baker Street and Bristol Street	Dual Left Turn All Directions. High traffic volumes in north-south and east-west direction during peak periods. Bristol Street is co-ordinated in North-South direction. El Polo Loco Drive-through Queue conflicts with traffic at the intersection.
4	Baker Street and Randolph Avenue	Stop Control Intersection. New traffic signal being designed and conctructed at this location.
5	Baker Street and Fire Signal	Entrance/Exit to Fire Station
6	Baker Street and Bear Street	Dual Left Turn in WB and SB Directions. High traffic volumes in north-south and east-west direction during peak periods. Bear Street is co-ordinated in North-South direction. Crossing coordination timing critical.
7	Baker Street and Milbro Street	Moderate pedestrian activity.
8	Baker Street and Babb Street	Near the School crossing. High pedestrian activity. Church commuter traffic on weekends.
9	Baker Street and Mendoza Drive	Near the School crossing. High pedestrian activity.
10	Baker Street and Coolidge Avenue	High pedestrian activity.
11	Baker Street and Fairview Road	Dual Left Turn All Directions. High traffic volumes in north-south and east-west direction during peak periods. Fairview Road is co-ordinated in North-South direction. NBR turn overlap. Constant timing changes due to Fairview/405 FWY bridge construction.
12	Baker Street and College Avenue	High traffic during weekends. Provides access to major retail center Costa Mesa square. High speed issues.
13	Baker Street and Harbor Boulevard	Dual Left Turn All Directions. High traffic volumes in north-south and east-west direction during peak periods. Harbor Boulevard is coordinated in North-South direction. NBR turn overlap.
14	Baker Street and Royal Palm Drive	NB/SB Cut thru traffic and speeding a concern to local residents. Commuters using Royal Palm to bypass Harbor Blvd.
15	Placentia Ave and Adams Avenue	High East-West through and WBL Volumes during Peak Hours. NB Dual Left Turn lanes. Heavy School AM traffic WBLT.
16	Placentia Ave and Bike Xing	-
17	Placentia Ave and Fairview Park	High pedestrian activity.
18	Placentia Ave and Estancia N	Provides access to High school. High pedestrian activity.
19	Placentia Ave and Estancia S	Provides access to High school. High pedestrian activity.
20	Placentia Ave and Wilson Street	Provides access to Elementary school. High pedestrian activity. Wilson is a major WB PM cut thru route from SR-55.
21	Placentia Ave and Victoria Street	Dual NB Left Turn Lane. High east-west through traffic. Crossing coordination critical.
22	Placentia Ave and W 19th Street	Dual EB-WB Left Turn Lane. High east-west through traffic. Heavy pedestrian activity.
23	Placentia Ave and W 18th Street	High north-south traffic volumes during peak period. Heavy pedestrian activity.
24	Placentia Ave and W 17th Street	High north-south traffic volumes during peak period. Heavy pedestrian activity.
25	Placentia Ave and W 16th Street	High north-south traffic volumes during peak period. Heavy pedestrian activity.
26	Victoria Street and Newport Blvd NB	High traffic volumes heading to and from SR-55 during peak periods. Sync with frontage signals very critical.
27	Victoria Street and Newport Blvd SB	High traffic volumes heading to and from SR-55 during peak periods. Sync with frontage signals very critical.
28	Victoria Street and Harbor Blvd	Dual Left Turn in east-west Directions. High traffic volumes in north-south and east-west direction during peak periods. Harbor Boulevard is co-ordinated in North-South direction. SBR turn overlap. Heavy pedestrian activity.
29	Victoria Street and Maple Street	High East-West Volume during peak periods.
30	Victoria Street and Pomona Avenue	High East-West Volume during peak periods.
31	Victoria Street and National Avenue	High WB Right Turn Volume During Peak Hours

NO.	INTERSECTION	TRAFFIC OPERATION ISSUES/CHARACTERISTICS LIST
32	Victoria Street and American Avenue	Provides access to Elementary school. High pedestrian activity.
33	Victoria Street and Canyon Drive	High speed accidents in recent years.
34	Victoria Street and Valley Road	High speed accidents in recent years.
35	W 19th Street and Pomona Avenue	Dual Eastbound Left Turn lane. High east-west volumes during peak periods
36	W 19th St and Meyer Place	DMV access and heavy pedestrian activity.
37	W 19th St and Anaheim Avenue	High East-West Volume during peak periods. Heavy pedestrian activity. In n Out heavy drive thru backup a major concern.
38	W 19th St and Park Ave	Dual NBL Turn Lane. High NBL Turn Volume. Heavy pedestrian activity.

Figure 2. Project Area Map



TRAFFIC SIGNAL SYNCHRONIZATION

Data Collection and Field Review

The AET team will collect the 24-hour machine counts along all four corridors. The 24-hour counts serve two purposes: (1) to help identify the peak hour turn movement count collection periods; and (2) to program the time-of-day schedule (start and end times of the coordination plans). Therefore, the AET team will collect 7-day, 24-hour machine counts along each roadway segment (every 1 mile) along the corridor. The AET team will collect 24-hour machine count data at a minimum of 9 locations (3 along Baker Street, 4 along Placentia Avenue, 2 along Victoria Street and 1 along 19th Street) to get a good sampling of the traffic flow along the corridor. Additionally, the AET team will conduct 24-hour vehicle classification counts at 6 locations to determine the percentage of heavy vehicles such as trucks and buses.

The AET team will analyze the above collected data and determine the most appropriate 2-hour peak periods during weekday AM, midday, and PM and weekend. Upon approval of the peaks, the AET team will conduct peak hour counts for all 41 signalized intersections along the corridor. The counts will also include pedestrian and bicycle data. Additionally, speed surveys will be conducted along all four corridors to determine the 85th percentile speeds.

The AET team will coordinate with the City and Caltrans to obtain all necessary data such as As-built plans, CAD base maps, specifications, signal timing plans, and synchro model if available. The AET team will review and archive the data and use this information throughout the course of the project.

The AET team will perform a detailed field review along all corridors. The field review task has three primary purposes: 1) provide the necessary field data to calibrate the Synchro network model; 2) identify potential operational deficiencies which may or may not impact the ultimate recommendations; and 3) assess the existing field equipment to verify the required traffic signal and communication upgrades. The field review will consist of a thorough review of lane geometry, traffic signal equipment, ITS and communications infrastructure, traffic flow patterns and bottlenecks.

'Before' and 'After' Travel Time Studies

The AET team will use the floating car technique, a GPS receiver connected to the laptop and Tru-Traffic (Version 10) software, to conduct 'before' study travel runs at the beginning of the project and 'after' travel time runs once the proposed

signal timings are implemented. The AET team will travel the length of all four corridors a minimum of five runs in each direction to collect segment travel times to serve as a base and help determine potential subsystems. The travel time runs will be collected for AM, midday, and PM peak periods during weekdays and Saturday peak period on weekends.

Special care will be taken to perform the travel time studies when typical conditions exists. The data will be used to evaluate the effects of the synchronization plan improvements. The MOEs will include OCTA-established Corridor Synchronization Performance Index (CSPI) metrics such as average speed, number of stops per mile, and green light to red light ratio. The Synchro model will also provide additional metrics, such as average travel time, average delay, number of total stops, fuel consumption, and vehicle pollutant and greenhouse gas emissions.

Signal Timing and Optimization

This task has been divided into five subtasks:

1. Base Network;
2. Local Timing Review;
3. Proposed Corridor Operation
4. Coordinated Optimized Traffic Signal Timing;
5. Signal Timing Implementation and Fine-Tuning.

1. Base Synchro Network

The AET team will meet with all agency stakeholders to discuss signal timing parameter standards and preferences, corridor issues, and operational objectives (what will make the signals operate "better"). We will develop, code, and calibrate the Synchro 10 model (AM, Midday, PM, weekend peak) to actual field conditions based on data collection efforts and field review of the corridor and submit to local agencies for review. We will use the Countywide Synchro Network as the base of the project Synchro models and confirm geometry, phasing, and signal timings.

2. Local Timing Review

The AET team will document the existing local timing parameters (Minimum Green, Walk, Flashing Don't Walk, Yellow, Red) in a table and develop updated local timings to conform with current agency standards and preferences such as CAMUTCD. We will meet with each agency to discuss the timing standards and guidelines prior to updating the basic timings.

3. Proposed Corridor Operations

We will work with the City staff to understand the specific

issues regarding traffic flow and signal timing limitations and develop proposed corridor operations which will be tailored for City for all four corridors during all peak periods. The proposed operations will provide operations procedures, plans and strategies on how the traffic should flow optimally for all directions, providing as many successive greens as possible to the motorist whether on the primary coordinated band or traversing from a primary coordinated band to another coordinated band or vice versa. Special trip generators such as shopping centers, schools, and offices along with congestion points such as freeway interchange will be identified and analyzed for local circulation and queue mitigation (flush) operations. The AET team will present at least 2-3 timing plan operational scenarios based on coordination of major cross-arterials. These timing plans will have proposed groupings and cycle lengths within the groupings for all peak hours.

4. Coordinated Optimized Traffic Signal Timing

Timing plan development will include evaluating various cycle lengths for each time period and developing sub-groupings of signals to be optimized for the different time periods, which may be constrained by the cycle length(s) of crossing corridors where existing coordination is in place.

Once the cycle lengths are determined, we will develop phase split times, phase sequencing, and offsets. All timings will accommodate the minimum pedestrian and bicycle times, while providing the maximized throughput. We will evaluate phase sequencing and phase re-service options to provide improved efficiency. Coordinated crossing arterials will be maintained or adjusted with minimal disruption to the entire system.

The AET team will use Synchro Version 10.0, Sim-Traffic, and Tru-Traffic Version 10 software to develop the optimized traffic signal timings. The AET team will develop optimized timing plans for weekday AM, Midday, PM, weekend peak, with the final number of timing plans based on traffic volume data and field conditions analyses. The 24-hour counts will be analyzed to determine the start and stop times for each coordination timing plan. We will identify any similarities between various peak periods with the understanding that segments of Baker-Placentia-Victoria-19th Street may have different peak times.

5. Signal Timing Implementation and Fine-Tuning

Upon the approval of the Synchro based traffic signal timing plans for each timing period, implementation-ready timing sheets will be developed in controller-specific formats preferred by the City and Caltrans. We have developed signal timing tables to help with implementation. The tables include all

relevant signal timing parameters in one place and will be tailored to Centraics data entry formatting. We will work with the City to deploy the new signal timings in the field. This may involve the agency entering the data or the AET team assisting with this task (in TMC or at each controller). We understand some agencies will play greater roles in the implementation phase and we will define roles and responsibilities at the kickoff meeting to avoid duplication of effort and allow our work to complement agency efforts. The new signal timing plans for 2 Caltrans intersections will be provided to Caltrans for its implementation.

Once the proposed signal timing plans have been implemented, the AET team will work with the City to conduct field reviews of the new timing plans along all corridors. Field observation and fine-tuning of the plans under live conditions are crucial to achieving the best possible coordinated flows along the corridor. We will spend significant time watching traffic operations along the corridor—both from a central location via CCTV, where available, and by driving the corridor.

Upon completion of the field fine-tuning, the AET team will revise the signal timing sheets and deliver final timing plan sheets to each agency for its records and use. All traffic signal synchronization files from Synchro and Tru-Traffic will be provided to relevant agencies, in their accepted formats, and will ensure consistency and full compatibility with OCTA's ROADS database.

PS&E DESIGN

Based on the data collected and field review conducted, the AET team will develop a Design Report Memorandum discussing suggested ITS elements such as CCTV surveillance camera installations, signal systems, communication network and functionality of the City's signal interconnect system. This Report will direct the PS&E as required for the installation of new and/or upgraded traffic signal control and communication equipment and various other ITS elements as detailed in the RFP. In addition to preparing the Design Report for the proposed system improvements for the Baker-Placentia-Victoria-19th Street corridor, we will also provide an update the developed "City of Costa Mesa Traffic Signal System Master Plan." The Master Plan update will allow for better planning and integration of various corridor project components for future 10 gigabit network. Full PS&E for all proposed improvements will be prepared by the AET team in accordance with City requirements.

The AET team will work with the City at the outset of the

project to discuss our approach to provide plans that are both constructable and detailed enough to achieve the City's objectives. Once the details of the project elements have been identified and agreed upon by the City, we will begin the detailed design phase, led by Kenny Chao, IMSA, for the 60%, 90%, and 100% submittals.

Full traffic signal modification plans at a scale of 1" = 20' will be prepared for locations where new traffic signal cabinets, foundation, and phasing modifications are being proposed. For proposed improvements such as video detection systems, communication equipment installations, ped countdown, APS push button, and CCTV camera installations, plans will be prepared at a 1" = 40' scale.

SYSTEM INTEGRATION

Together, our teams with the City's input will be leading the Systems Construction and Integration task on this project. The deployment of the various ITS elements into one integrated system will be based on best practices. The sequence of activities that will integrate ITS components into sub-systems, and sub-systems into entire systems will be defined. Integration and verification are closely linked processes in which one follows the other until the entire system is ready for operational deployment. We will work hand-in-hand with our contractor, Crosstown Electrical & Data (Crosstown), and system vendors in configuring IP devices and TMC integration. We will test and verify the connectivity from a TMC to field equipment for proper bandwidth and latency requirements for the ITS network. This is essential for a robust and reliable network to meet the needs of integration of future projects.

The AET team will make sure that new controllers have configured set IP Address, VLAN, programmed with existing basic timing and integrated into the Centraics ATMS system prior to the time of turn-on. This process will be similar for other ITS elements such as HD CCTV cameras, advanced Video Detection and other ITS systems integration.

TMC DESIGN APPROACH

Task 1 Preliminary Engineering and Conceptual Design

The focus of this task is to completely document existing conditions of the TMC including hardware/software systems employed today. This will facilitate the process of determining how/if these systems can be employed or if they need upgrading for the new proposed TMC design. Operations Center Site visits and technology vendor meetings are planned to help City staff and the AET team evaluate current available

technologies that can be used for the upgraded TMC. All of this will be used to develop conceptual designs for the TMC software and hardware systems to be deployed and the floor plan spaces affected.

Task 2 TMC Systems and Existing Condition Documentation

The AET team (to include an Architect as needed) will complete a detailed survey of the existing TMC, affected areas, and related subsystem conditions. A detailed listing of all existing TMC systems including communications, network equipment, ITS software, and hardware, will be documented and evaluated for existing and future use. An existing TMC System Diagram will be developed to document existing system conditions for future use and evaluation. The existing TMC floor space and other affected areas will be documented.

Task 3 Control Center and Vendor Site Visits

Where feasible and as needed by City and the AET team (to include an Architect as needed), visits to other surrounding area TMCs and/or control centers will be conducted. Up to three visits in a three-day session are planned. These visits are intended to identify technologies and systems that are employed in other TMCs, and to provide ideas to the team on how other TMCs are operated and designed. Visits will also help with review of subsystems and software they employ, to fully exploit and learn about available system capabilities. Findings from these meetings, surveys and site visits will be documented and presented to City staff for review.

Task 4 Conceptual TMC System Design

Employing lessons learned from Tasks 2 and 3, the AET team will develop an Initial Conceptual TMC System Design. A one-day planning session with City staff and other potential users of

Figure 3. The existing TMC will be modified under this contract



the TMC is planned for review of these documents to evaluate the Conceptual TMC System Design. These diagrams will be based on existing conditions and initial discussions with City staff during Tasks 2 and 3. They are intended to facilitate future technical discussions and reviews of the TMC System Designs. Based on results of these discussions a Conceptual TMC System Design be developed and submitted.

Task 5 AV Installation Contractor

The AET team will use information from previous tasks to finalize the project and TMC system implementation with Audio Video (AV) system installers to begin the installation and built out of the TMC.

SYNCHRONIZATION SYSTEM CONSTRUCTION

The AET team will facilitate the acquisition and construction of the recommended equipment per the final approved design plans. The construction would begin only after the design plans, specifications, and estimates are approved by the City and have provided a written approval to proceed with the construction. The AET team will be responsible for coordination of acquiring, scheduling, constructing, and inspecting of the proposed equipment for this project. The AET team will coordinate with equipment vendors to order the equipment for installation. All equipment procured will be in accordance with the current City standards, OCTA Project P, and Caltrans Standard Plans. The AET team will coordinate with the City, OCTA, and other agencies such as Caltrans to schedule the installation of the equipment throughout the corridor.

The AET team will be responsible for documentation of any changes that are encountered by the contractor during construction. The AET team will be responsible for ensuring that all the warranties and guaranties associated with the newly acquired equipment is transferred to the City. On completion of construction, the AET team will conduct the field visit to document the final improvements along the corridor. All the deviation during construction will also be reflected in the final as-built plans which will be submitted to the City.

PROJECT REPORT

The AET team will use the technical memoranda developed in earlier tasks to prepare a Final Timings and Evaluation Technical Report. The report shall provide complete documentation of the entire project. The report will also summarize the comparison of MOEs between the existing signal timings and optimized signal timings, and present the project benefits achieved including Cost/Benefit Analysis (Caltrans Cost/Benefit Model). The report will summarize all planned and programmed

improvements along the study corridor, as well as identify the recommendations for further infrastructure improvements that would provide added benefits to the operation of the signal coordination along the corridor. The findings and conclusions in the draft final report will be presented to the City councils, as requested.

ONGOING OPERATIONS & MAINTENANCE

Monitoring & Improvement of Optimized Signal Timing

We will continue to optimize signal timing and phasing operation of all the intersections on a given project for a period of 24 months. The traditional approach of driving the corridors once a month during peak hours with GPS has been, and will be, utilized by our team to make fine-tuning adjustments on a monthly basis. We will review condition and make adjustments when long queues are observed or reported by residents. We will also use automated traffic signal performance measures and/or Bluetooth data to supplement our corridor monitoring.

Communications & Detection Support Timing

We will provide on-going support efforts that are required to operate and maintain the traffic signal hardware and maintain the signal timings that have been installed in the field for a 24 months period. The AET team, led by Felipe Ortega, will maintain efficient operations and close out the project at the end of the 2 year period.

On-Going Operations & Maintenance (O&M) Support

We will provide documentation of the on-going O&M efforts and resulting procedures over the final two (2) years of the contract. After the implementation of the optimized signal timing plans and fine tuning along the corridor, the AET team will not only conduct a corridor “after” study for each traffic signal coordination timing plans, but will provide O&M support to the City.

3. IMPLEMENTATION PLAN

PROJECT MANAGEMENT CONTROLS

Our project management approach is built on trust, a clear definition of shared goals, and the mutual understanding of the necessary steps to achieve those goals and exceed your expectations. We have assembled a team that is custom-fit to your project and bound together by a commitment to be a true partner to the City of Costa Mesa on this project and beyond. Our communication tools integrate Scope of Work activities

with schedule, resources, and budget details.

PROJECT MANAGEMENT PLAN

The method we will use to manage the project is our proven Project Management Plan (PMP), comprising four key areas: Operations Plan, Communication Plan, Quality Management Plan and Production Plan.

1. **Operations Plan.** The Operations Plan includes appropriate staff assignments with clear direction on deliverables, scope, process, schedule, budget, and priorities.
2. **Communication Plan.** The Communication Plan will establish the communication protocol to verify that project concerns, issues, and directions will be handled promptly and effectively, resulting in minimized delays and revisions.
3. **Quality Management Plan.** The Quality Management Plan (QMP) will verify that the project deliverables meet AET's and municipal standards quality assurance (QA) oversight of design consultants.
4. **Production Plan.** The Production Plan will outline each team member's responsibilities, procedures for initiating and advancing the work, and timing of preparation of products.

SCHEDULE & MONITOR PROJECT QUALITY ACTIVITY

The AET team uses a Quality Management System (QMS) to schedule and monitor project QA and QC reviews. This system aids project managers and AET leadership with organizing scheduled reviews, notifying reviewers, and tracking completed reviews. One method that will be employed by the AET team to manage the schedule is development of a detailed and realistic schedule at the beginning of the project. We will monitor that schedule via weekly team meetings so that the project meets the critical milestones. The AET team has developed the project schedule shown on page 10, Figure 4.

STAKEHOLDER METHODOLOGY

The AET team will work with all project stakeholders such as the City, Caltrans, and OCTA. Our team members have extensive working relationships and history that will aid in delivery a successful project on time and within budget.

4. APPROACH TO THE SCOPE OF WORK AND CLIENT SERVICE

The AET team focuses on collaborating, innovating, and delivering a product to meet and exceed client expectations. Our goal and focus will be to provide outstanding and high-

quality services to the City working in a partnership and performing as much of the work for the City as possible. We will provide all deliverables listed in the RFP within the work plan and will minimize the amount of work that City staff has to self-perform. Our quality work products will reduce the number of reviews and allow the City to focus on managing the contract and coordinating with OCTA.

5. INNOVATIVE SOLUTIONS

The AET team proposes to take a detailed review at the intersection/corridor groupings during a Concept of Operations effort that we will undertake. This would result in updating coordinated timings that are not on the corridor proper, but the on-street operations should benefit. Dilemma zone detection and safety evaluations, review and consult with the current LRSP project consultant to evaluate implementable timing parameters. Leading Ped Interval (LPI) in signal timing evaluation. We would propose to evaluate the signal groupings (project limits) for all corridors together to provide better traffic flow.

Automated Traffic Signal Performance Measures

Floating car surveys of the entire corridor have historically been the primary metric used to measure the impacts of the updated traffic signal timings. We have found this method does not tell the entire story. End-to-end travel time of a 10.2-mile-long arterial corridor most likely does not match with the actual travel patterns and the proposed timing improvements. This can be illustrated by looking at different time periods of INRIX data. The AET team may use the floating car technique to conduct 'before' study travel runs as prescribed in the RFP, using a GPS receiver interfaced with Tru-Traffic Version 10. We propose to supplement the travel time surveys with Bluetooth data to obtain a dramatically larger data set, which can corroborate the actual travel time runs and provide a clearer picture of the benefits of signal timing. ATSPMs can be used to measure corridor progression, side street delay, and phase failure (to name a few), providing a more complete evaluation of the signal timings. The performance metrics will be linked to the operational objectives to ensure the signals are operating as planned.

The deployment of Signal Performance Measures along the Corridors can also help in the overall monitoring and operations of the corridor and assist with identification of critical issues affecting operations. In order to effectively ensure the

performance of arterials the intersections will need to maintain a lane-by-lane detection, with each lane reserving it’s own unique detection channel. A software such as CentracS SPM is a powerful, easy-to-use cloud-based solution that measures and assesses factors that impact traffic signal coordination. CentracS SPM can integrate with any inductive loop or 3rd party video detection hardware, as long as the detection data is adequately sent back to the traffic signal controller. Before-and-after charts and reports allow engineers to know how timing and other changes affect traffic flow. The new controllers installed under this contract will have these capabilities.

Measuring Performance Based on Operational Objectives

In order to develop operational improvements, we need to truly understand the existing conditions and operational issues. To measure benefits, the metrics need to align with the operational objectives. While the TSSP program has historically focused on progression along corridors, more and more corridors have operational constraints that may not align with the traditional corridor timing metrics (i.e., end-to-end travel time). We have developed new timings that improved operations based on the operational objectives only to measure higher end-to-end travel times in the after condition, which doesn’t tell the right story. It would be more appropriate if the performance metric linked to the operational objective (smooth flow - along a certain segment, minimize delay, reduce phase failures, etc.).

Crossing Corridors

We know there will be multiple signals along any project corridor where cross coordination will limit the traffic signal timing options. Any changes to the cycle lengths would impact the existing coordination on the cross streets. Our approach is to evaluate different intersection groupings that would tie into the existing cross coordinated cycle lengths, resulting in multiple breaks in the coordination along the corridor. We then review the operational objectives to determine if the proposed intersection/cycle length groupings provide an appropriate solution. Finally, we will sit down and discuss the different options with the City to make sure everyone understands the constraints, benefits, and drawbacks of the solution.

6. CITY STAFF ROLES

The AET team understands that the City of Costa Mesa Transportation Services Division has a very small staff and significant responsibilities within the City. We expect the involvement from City staff on this project to be limited to the following activities in order to make efficient use of staff time and energy:

- Provide background, existing counts, data, timing plans and as-builts as appropriate to complete the work tasks
- Attend and provide input at regular progress meetings and technical discussions
- Review and comment on quality-controlled deliverables in order to provide clear direction to the consultant team and insure the AET team is meeting the objectives of the project
- Coordinate with OCTA, Caltrans and internal departments in order to provide the AET team with the necessary information and direction to progress the project to completion

7. DETAILED PROJECT SCHEDULE

SEQUENCE OF ACTIVITIES

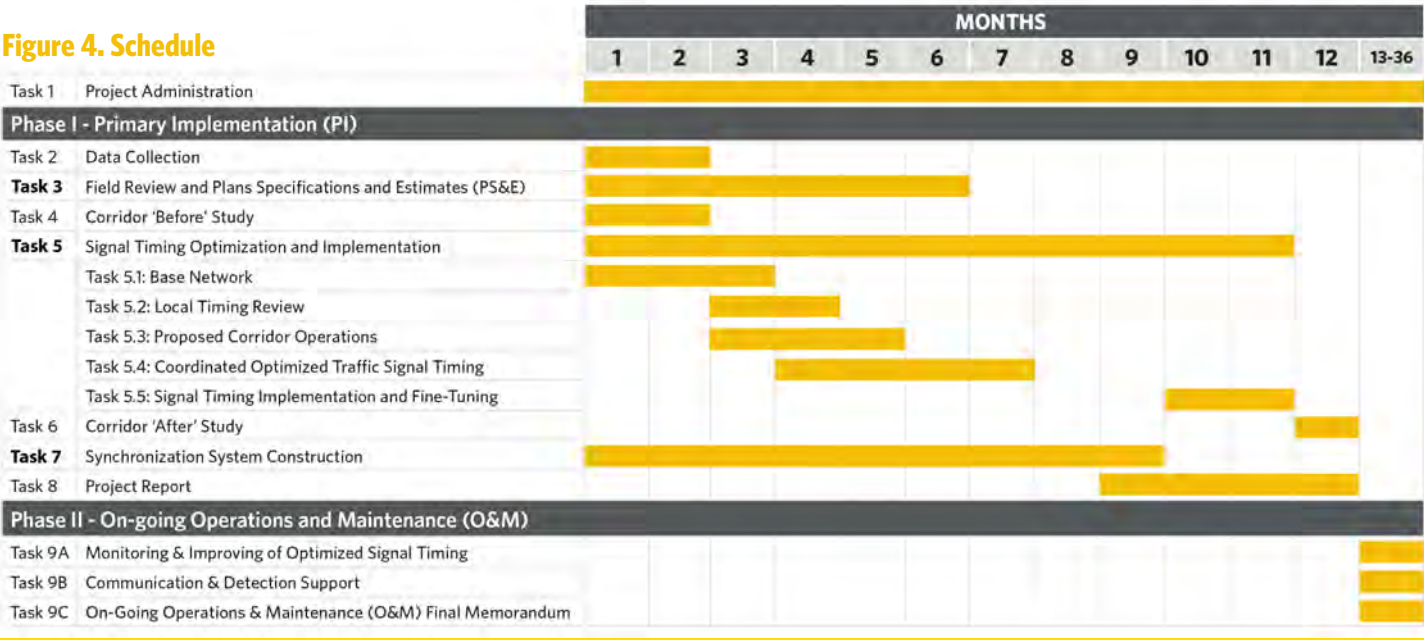
Based on the Scope of Work provided in the RFP, we have provided a detailed list of required activities and the staff members responsible to successfully carry out these tasks, as summarized in Table 3 Sequence of Activities and Responsible Staff to the right.

Project Schedule

We have developed this high-level project schedule based on the critical path tasks necessary to meet the City’s timeline for project completion in 12 months for Implementation and 24 months for Operation and Maintenance, for a total of 36 months. It is further based on the activities described in our Work Plan and the Sequence of Activities indicated in Table 3 to the right. We estimate that with an NTP of 12/01/2021, the technical work will need to be completed in 12 months. The design plans, specifications and cost estimates of the proposed improvements will be completed by the end of 2022. The critical path, therefore, intends that activities be conducted in a concurrent and overlapping manner, as well as undergo expedited re-views by the City and Caltrans. In order to effectively address the outlined scope within the time frames allowed, the AET team will maximize efficiency in Tasks 3, 5 and 7 which are the critical path tasks included in the contract.

Table 3: Sequence of Activities and Responsible Staff

TASK #	DESCRIPTION	DELIVERABLES	FIRM	RESPONSIBLE STAFF
PROJECT IMPLEMENTATION (PI) PHASE				
1	Project Administration	PMP with communication plan; meeting scheduling, agendas, handouts, minutes; progress documents; project master schedule	AET	Kenny Chao / Doug Smith
2	Data Collection	Data Collection Report, Count Excel Spreadsheets	AET	Uyen Pham
3	Field Review and PS&E	Traffic Signal Modification Plans, Field Review Report	AET / HDR	Kenny Chao / Kent Ko
4	Corridor 'Before' Study	Corridor 'Before' Study Report, Travel Time Run Files	HDR	Rohit Itadkar
5	Signal Timing Optimization and Implementation	<ul style="list-style-type: none">Synchro Base NetworkExcel Files of Existing Pedestrian and Vehicles Clearance IntervalsProposed Corridor Operations MemorandumSignal Timing Optimization and Implementation Memorandum, Final Synchro FilesUpdated Signal Timing Plans	HDR / LLG	Rohit Itadkar / Felipe Ortega
6	Corridor 'After' Study	'After' Travel Time Study Memorandum, Presentation	HDR	Rohit Itadkar
7	Synchronization System Construction	Installation, Implementation, and Integration of all equipment procured.	AET / LLG	Kelvin Nguyen / Felipe Ortega
8	Project Report	Final Project Report, Cost-Benefit Analysis Spreadsheet	HDR	Doug Smith
ONGOING OPERATIONS AND MAINTENANCE (O&M) PHASE				
9	Ongoing Operations and Maintenance - O&M Phase			
9A	Monitoring and Improving Optimized Signal Timing	Updated Signal Timing Plans, Travel Time Run files	HDR	Doug Smith / Rohit Itadkar
9B	Communications and Detection Support		AET / LLG	Kelvin Nguyen / Felipe Ortega
9C	Ongoing O&M Final Memorandum	Monthly Memorandum, Updated Signal Timing Plans	AET / HDR	Kenny Chao / Doug Smith



C. QUALIFICATIONS & EXPERIENCE OF THE FIRM

1. CORPORATION DETAILS

CORPORATION DETAILS	
Name of Corporation	Architectural Engineering Technology, Inc.
Office Address	18340 Yorba Linda Blvd., Ste 107 Yorba Linda, CA 92886
Incorporation State/ Date	California, 2018

2. PARTNERSHIP DETAILS

AET & Associates (AET), is an S-Corporation. See details above.

3. YEARS IN BUSINESS

AET has been in business for 3+ years.

4. CURRENT AND PREVIOUS CONTRACTS

Refer to Table 4 Relevant Project Experience and the AET Team Expertise, page 12.

5. QUALIFICATIONS, EXPERIENCE, AND ABILITIES TO COMPLETE THE SCOPE OF WORK

ABOUT AET & ASSOCIATES (AET)

Since 2008, AET principal, Kenny Chao, has been providing services to the Cities of Orange County for almost two decades with a wide range of traffic engineering, Intelligent Transportation Systems design, system engineering, network communication, and signal timing services. This partnership has allowed AET to assist City's bridge the gap of legacy system and building Nexgen infrastructure for years to come.

AET's wide breath of transportation experience provides our clients a unique blend of strategy, design, concepts, engineering, construction management, and system & network engineering integration.

AET bridges the gap by offering specialized plans, designs, builds next generation ITS Fiber Optic Communication network that connects cities to regional and smart network. Our

engineering knowledge comes from our full range of services for transportation projects. They are recognized locally for ITS planning, design, implementation, and integration expertise.

AET engineers and planners have extensive expertise in traffic signal design, traffic signal timing, traffic management center (TMC) operation, systems planning, traffic management, network engineering, systems engineering, system implementation, and event operation.

Our staff has worked with multi-jurisdictional agencies, traffic and planning commissions, city and councils, and other groups to develop sound transportation solutions. We stay abreast of continuing changes to capacity analysis through professional societies and technical committees.

AET staff has been a trusted partner providing professional services to local agencies throughout Southern California for the past 19 years. We have demonstrated our understanding of the City's needs, preferences, and processes. Projects AET staff have completed in Orange County are shown in Section D. Work History on the following page.

The AET team provides support services to many agencies to implement a range of operational improvements along arterials. We have worked on projects from planning and analyzing arterial improvements through implementation. The team proposed for this project has experience with:

- Analysis of time-of-day signal timing and improving timing for optimal operations
- Systems engineering for adaptive signal projects
- Implementation, verification, and validation of adaptive traffic signal systems
- Transit signal priority (TSP) analysis and implementation for first time corridors through complex corridors with predictive TSP
- Multi-modal analysis and design
- Intelligent Transportation Systems (ITS) solutions from advanced traffic signal controllers with advanced functionality to queue-detection systems

Our experience in Orange County and working relationships with many of the cities allows us to provide value-added services and additional solutions to the challenges of the Baker-Placentia-Victoria-19th RTSSP.

1. SIMILAR PROJECT EXPERIENCE

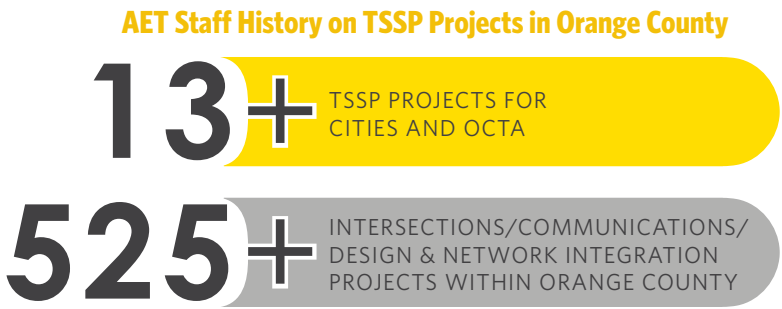
As transportation professionals, you care about what you create and want it to improve mobility, enhance safety, and create economic vitality. We use our experience and broad expertise to help you accomplish your vision. Table 4 and the project descriptions that follow have been selected to highlight the diverse array of relevant project experience that the AET team brings to this assignment, including extensive experience providing the components necessary to improve and enhance signal timing, synchronization, and coordinated operations for signalized intersections.

Table 4: Relevant Project Experience and the AET Team Expertise

RELEVANT PROJECTS	EXPERTISE										
	Project Management	Data Collection	Counts and Field Review	'Before' and 'After' Travel Time Studies	System Construction and Integration	Design Plans and Standards	Signal Timing Optimization	Concept of Operations	Signal Timing Implementation and Fine	Project Report and Technical Memorandum	Continuing Support
City of San Gabriel, Adaptive Traffic Responsive Signal Project	■	■	■	■	■	■	■	■	■	■	■
LACMTA, I-105 Integrated Corridor Management (ICM) Concept of Operations, Requirements, and Design	■	■	■			■		■		■	
City of Torrance, Transportation Communication Management System Improvements	■	■	■		■	■		■		■	■
* Goldenwest Street TSSP	■	■	■	■	■	■	■	■	■	■	■
* State College Boulevard TSSP	■	■	■	■	■	■	■	■	■	■	■
* Anaheim Boulevard TSSP	■	■	■	■	■	■	■	■	■	■	■
* Magnolia Street TSSP	■	■	■	■	■	■	■	■	■	■	■
* Westminster Avenue/17th Street TSSP	■	■	■	■	■	■	■	■	■	■	■
* Olympiad Road/Felipe Road TSSP	■	■	■	■	■	■	■	■	■	■	■
* Avenida Pico TSSP	■	■	■	■	■	■	■	■	■	■	■
* El Camino Real TSSP	■	■	■	■	■	■	■	■	■	■	■
▲ Los Angeles World Airports (LAWA), Traffic Design for Automated People Mover (APM) Landside Access Modernization Program	■	■	■		■	■		■		■	■
▲ Los Angeles County Metropolitan Transportation Authority (Metro), I-605 Corridor Improvement Project PA/ED Traffic Signal Analysis	■	■	■					■		■	
▲ City of Rancho Cucamonga, 8th Street/Hellman Avenue At-Grade Crossing and Traffic Signal PS&E	■	■	■	■		■	■		■		■
▲ OC Public Works (OCPW), OC Loop Pedestrian and Bikeway Improvements, Traffic Signal Modification Project	■		■			■					

RELEVANT PROJECTS	EXPERTISE										
	Project Management	Data Collection	Counts and Field Review	'Before' and 'After' Travel Time Studies	System Construction and Integration	Design Plans and Standards	Signal Timing Optimization	Concept of Operations	Signal Timing Implementation and Fine	Project Report and Technical Memorandum	Continuing Support
▲ Metropolitan Transportation Commission (MTC), Program for Arterial System Synchronization (PASS)	■	■	■	■			■	■	■	■	
▲ FDOT D5, Volusia County TSM&O Retiming	■	■	■	■	■		■	■	■		■
▲ MetroPlan Orlando, Conroy Road Retiming	■	■	■	■	■		■	■	■	■	
▲ City of Albuquerque, Albuquerque Bus Rapid Transit (BRT)	■	■	■	■		■	■	■	■	■	■
▲ FDOT D5, City of Ocala TSM&O Retiming	■	■	■	■		■	■		■	■	
▲ Kentucky Transportation Cabinet, US 23 & KY 1426 Traffic Signal System Timing Upgrade	■	■	■	■		■	■		■	■	
▲ Kentucky Transportation Cabinet, US 60 & US 45x Traffic Signal System Timing Upgrade	■	■	■	■		■	■		■	■	
❖ Adams RTSSP	■	■	■	■	■	■	■	■	■	■	■
❖ Sunflower RTSSP	■	■	■	■	■	■	■	■	■	■	■
❖ Placentia-Baker RTSSP	■	■	■	■	■	■	■	■	■	■	■
❖ Bear RTSSP	■	■	■	■	■	■	■	■	■	■	■
❖ Malvern-Chapman RTSSP	■	■	■	■	■	■	■	■	■	■	■
❖ Gilbert-Idaho RTSSP	■	■	■	■	■	■	■	■	■	■	■

* Projects where AET Staff as PM or Task Lead working for another firm
❖ Projects where Felipe has completed working for another firm
▲ HDR Projects



Adaptive Traffic Responsive Signal Project

City of San Gabriel | San Gabriel, CA

AET with HDR as a major subconsultant, provided engineering services to preparing plans, specification, and estimates (PS&E) and responsive signal timing for the City of San Gabriel. This project consists of traffic signal improvements to optimize traffic flow along major arterials within the City by installing fiber optics that connects traffic signals along San Gabriel Blvd., Valley Blvd, Del Mar Ave., and Las Tunas Dr. providing the city with a 10 gig core system. The project improvements include new 2070 ATC controllers, fiber optic communication network equipment, communication hubs, ethernet switches, video detection systems, CCTV cameras, and ATC cabinet upgrade. The signal timing enhancements will provide public safety and more efficient traffic movement pattern at this congested location.

FIRM INVOLVED: AET, HDR

YEAR COMPLETED: Ongoing

COST: \$288k

REFERENCE: Alan Mai, PE
Senior Civil Engineer
p: 626.308.2825 | e: amai@sgch.org

VALUE ADDED: The AET and HDR team will delivered traffic signal synchronization operations and 10 gigabit ITS communication city wide.

Transportation Communication Mgmt. System Improvements

City of Torrance | Torrance, CA

AET is completing a citywide network communication improvement for the City of Torrance. The city current network consists of a mix of mostly copper interconnect, some fiber optic interconnect, and some Ethernet radio systems connected to traffic signal controllers via unmanaged Ethernet switches. The network is a flat network and suffers from data congestion (data storms) causing traffic signal communications to be inconsistent.

The project consists of upgrading the Ethernet switches at each traffic signal controller cabinet and implementation a new revised internet protocol (IP) address scheme that will allow communication through multiple layers within the network. This will increase the capacity of the City's interconnect network and provide more consistent communication between the City's traffic signal control room and each traffic signal. The enhanced communication would assure that City staff can monitor the system to verify proper function.

FIRM INVOLVED: AET

YEAR COMPLETED: Ongoing

COST: \$370k

REFERENCE: Jessamine Que, PE
Associate Engineer
p: 310.618.3066 | e: jque@torranceca.gov

VALUE ADDED: AET provide the city with a more robust network communication system as well as a transition plan from their current legacy communication to the NextGen communication network.

Adaptivel-105 Integrated Corridor Management (ICM) Concept of Operations, And Requirements, And Design LACMTA | South Bay, CA

AET is a subconsultant that is currently under contract with Los Angeles County Transportation Authority (LACMTA) to develop a High-Level Communications Architecture, Systems Engineering Management Plan, Concept of Operations and Performance Measurement Plan, and High-Level Design Document for the ICM system. As part of the first phase, AET assisted the team in existing conditions assessments of the project area (on/off ramps, intersections, transit, rail, bicycle, and pedestrian), existing infrastructure and assets on arterials, communications network, existing traffic conditions, and existing traffic incident management.

FIRM INVOLVED: AET

YEAR COMPLETED: Ongoing

COST: \$225k

REFERENCE: Ed Alegre, PTP
Senior Director, Highway ITS at LA Metro
p: 213.418.3287 | e: alegree@metro.net

VALUE ADDED: Demonstrates our understanding of Intelligent Transportation System (ITS) strategy to manage the capacity of a corridor utilizing existing and new technologies with a high-level system requirement and system architecture.

On-Call As-Needed Engineering Services City of Westminster | Westminster, CA

AET is providing on-call services to the city and the services includes:

- Provide reviews construction of plans including traffic signal, street lighting, communication, signing and striping, and traffic control plans.
- Traffic signal modification design at various intersections
- Signing and striping design at various roadways
- Communication and network Develop new IP Scheme and devices on the network.
- Perform a network analysis to identify areas of improvement (Layer 3 Core configuration, documentation, and video optimization) and provide network redundancy.
- Upgrade existing network communication infrastructure to allow for interdepartmental use of fiber throughout the city.
- Traffic Signal Synchronization Plan for OCTA

FIRM INVOLVED: AET

YEAR COMPLETED: Ongoing

COST: \$50k

REFERENCE: Adolfo Ozaeta, PE, TE
City Traffic Engineer
p: 714.548.3462 | e: aozaeta@westminster-ca.gov

VALUE ADDED: AET developed a network analysis to identify areas of improvement with Layer 3 Core configuration and provide network redundancy. Transitioning the city to upgrade existing network communication infrastructure to 10 gigabit core and 1 gigabit edge (intersection location).

Traffic Design for APM Landside Access Modernization Program Los Angeles World Airports (LAWA) | Los Angeles, CA

HDR is the lead designer of the Los Angeles International Airport (LAX) APM as a member of the LAX Integrated Express Solutions (LINXS) Public–Private Partnership (P3) team. HDR is leading the design for fixed facilities for the APM system, with an estimated design and construction value of \$1.95B.

HDR's scope of work includes final design of 2.25 miles of elevated guideway and five APM stations with associated elevators and escalators, elevated passenger walkway structures with moving walkways between stations and terminals, parking garages, roadway and landscape improvements, and a maintenance and storage facility for the system's electric trains.

Technical design innovations introduced by the HDR team include engineering the guideway to avoid two existing parking structures, which eliminates the time and cost of demolishing and rebuilding them, and placing the vehicle maintenance and storage facility at ground level instead of at the elevated guideway level, which reduces construction time and cost and simplifies future facility expansion.



FIRM INVOLVED: HDR

YEAR COMPLETED: 2021

COST: \$22M

REFERENCE: Saly Heng, PE
Strategic Operations Transportation Specialist
p: 424.646.7584 | e: sheng@lawa.org

VALUE ADDED: HDR has produced more than 200 traffic design plan sheets, including signal modifications and timing at 24 intersections. We are also involved in implementation/installation.

I-605 Corridor Improvement PA/ED Traffic Signal Analysis LA Metro | Los Angeles, CA

Caltrans, Metro, Gateway Cities Council of Governments (GCCOG), and San Gabriel Valley Council of Governments (SGVCOG) are proposing highway improvements along the I-605 corridor, including improvements to SR-60 and I-5, which would help to reduce congestion, improve freeway operations, improve and enhance safety, and improve local and system interchange operations.

HDR's scope of work initially included improvements to I-605 from Slauson Avenue to I-10 and east of Turnbull Canyon Road on SR-60 to Santa Anita Road. Subsequent to execution of our contract with Metro, HDR has been directed to prepare one Environmental Document for the I-605 Corridor extending south to I-105 and consider improvements on I-5 from Florence Avenue to Paramount Boulevard in cooperation with another designer.

This region is projected to experience substantial growth in the goods movement industry. Reconstruction of the system interchange and widening of the mainline facility will address existing deficiencies and accommodate projected growth.

Based on the results of the Project Study Report - Project Development Support (PSR-PDS), the HDR team will prepare the Project Approval/Environmental Document (PA/ED), which is the next step in moving forward with improvements to the interchange and adjacent freeway segments, as conceptually identified in the Feasibility Study.



FIRM INVOLVED: HDR

YEAR COMPLETED: 2021

COST: \$32M

REFERENCE: Isidro Panuco, Manager
Transportation Planning Highway Program
p: 213.922.7343 | e: panucoi@metro.net

VALUE ADDED: We provided a range of services from multi-modal planning to Complete Street treatment for this 28-mile corridor and delivered an alternatives analysis in less than 3 years. The effort included Synchro modeling at 158 signalized intersections.

Volusia County TSM&O Retiming

FDOT 5 | Volusia County, FL

This retiming project corridor consisted of 11 intersections with Econolite ASC/3-2100 controllers. HDR was tasked to analyze and implement new coordination timings to improve corridor performance. Supplementary task for “before” and “after” travel time studies were undertaken. A GPS receiver unit and Tru-Traffic was used to collect REAL TIME travel time studies and to verify field programmed offsets operating as intended. Prior to implementation, the corridor was known to have significant queuing, mainline and delays, pedestrian traffic, and inefficient traffic flow. Through the newly developed coordination plan, along with split, offset, and multi-pattern adjustments, specifically tuned to control minor movement behaviors, significant reductions in queuing and travel delay were observed. The before and after study verified significant savings in cost as well as fuel consumption as result of the retiming efforts.



FIRM INVOLVED: HDR

YEAR COMPLETED: 2020

COST: \$78K

REFERENCE: Bobby Maddox
p: 386.736.5968 | e: bmaddox@volusia.org

Tricia Labud
p: 321.257.7244 | e: tricia.labud@dot.state.fl.us

VALUE ADDED: This project highlights our signal coordination experience.

OC Loop Pedestrian and Bikeway Improvements, Traffic Signal Modification Project

Orange County Public Works | Orange County, CA

OC Loop is a project headed by County of Orange, Department of Public Works which involves design of 66 miles of active transportation improvements such as pedestrian and bicycle facilities improvements within County of Orange. As part of the project, 5 intersections were modified by adding pedestrian crossings, Americans with Disabilities Act (ADA) ramps, bike lanes/path, countdown pedestrian signal heads, signage and striping. HDR prepared traffic signal modification plans to incorporate these design changes. HDR coordinated between City of Yorba Linda, City of Anaheim, and County of Orange for timely review and update of the plans. The plans were prepared for 35 percent, 95 percent, and 100 percent submittals. The plan set included title sheets, key maps, sheet index and general notes. HDR participated in two meetings with the County during the course of the project.



FIRM INVOLVED: HDR

YEAR COMPLETED: 2019

COST: \$34K

REFERENCE: Melissa Pasa, OCPW
p: 714.647.3977
e: melissa.pasa@ocpw.ocgov.com

VALUE ADDED: This project is an example of our ability to prepare PS&E in critical schedules and work with multiple stakeholders. The bid came within 3% of the Engineer's Estimate.

E. SCHEDULE, FINANCIAL CAPACITY, CONTRACT AGREEMENT, & FINANCIAL RESPONSIBILITY

SCHEDULE

Please reference the schedule previously provided on page 11.

FINANCIAL CAPACITY

Our firm has the financial stability, capacity, and resources to successfully deliver this Project. AET has not been acquired by or merged with any other companies. No financial, litigation, or business conditions exist that will impede our ability to perform the required Scope of Work (SOW).

CONTRACT AGREEMENT (ADDITIONAL REQUIREMENTS)

AET confirms that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

FINANCIAL RESPONSIBILITY

AET affirms that we and our subconsultant partners have strong financial management and accounting systems in place.

F. COST PROPOSAL, DISCLOSURES, & SAMPLE PROFESSIONAL SERVICES AGREEMENT

Cost Proposal

Per the Answers to Questions Received posted on September 10, 2021, we have submitted our cost proposal electronically as a separate attachment in a pdf.

Disclosures

AET does not have any business or personal relationships to disclose.

Sample Professional Service Agreement

No exceptions.

G. KEY PERSONNEL

1. PROJECT TEAM

We have tailored a team of talented, skilled, and experienced professionals to deliver this project for the City efficiently and effectively. Bringing industry-leading expertise, delivered locally, our team includes experts in Signal Timing Operation. AET has assembled a team for this project with one goal in mind – to provide the City of Costa Mesa with the best talent possessing value-added experience and local knowledge.

The depth and range of AET's experience in managing similar projects are proven by the successful completion and delivery of projects. We have structured our team with the optimal staffing levels needed to deliver this project, including our subconsultant partners HDR and LLG, that possess relevant experience. Each of our key personnel has been hand selected for this project based on their specific experience and capabilities to deliver.

The AET team is uniquely qualified to lead the Baker-Placentia-Victoria-19th RTSSP. Our key personnel will leverage our direct knowledge, expertise, and history working together on similar projects to reduce the learning curve, identify streamlined solutions, and mitigate risks.

We have designated Kenny Chao, IMSA, as our proposed Project Manager. Kenny brings 19 years of experience to this project. He has managed many corridor projects in Orange County and knows how to manage work to the satisfaction of the agencies involved in this project. He is an expert in ITS/signal design and system integration, and has completed many projects with similar tasks and deliverables. Kenny is fully available to manage this contract and will be supported by the following key discipline leads.

Doug Smith, PE, has 40 years experience in the management and development of ITS with 25 years of experience in providing traffic operations improvement projects to public agencies in Orange County. He has specific experience in the development of final design plans for City and Caltrans projects. He has directed the preparation of numerous Traffic signal synchronization studies for arterial highway projects and has worked in the City of Costa Mesa and surrounding cities.

Rohit Itadkar, PE, TE, Signal Timing Lead, has 12 years of Traffic and ITS design experience. He has worked on five RTSSP projects for OCTA and cities in Orange County. He has detailed

knowledge of how to cost estimate, scope, and complete deliverables for this contract. He knows the design effort for each city and how to develop the signal coordination plans and complete the final report for this TSSP project. Rohit will be involved in day-to-day management of both the design and signal coordination efforts. He has working relationships with all of the members of the proposed team.

Kent Ko, PE, TE, Corridor Task Lead Designer, is an excellent design lead who has experience preparing traffic and ITS design plans for many agencies in the counties of Orange and Los Angeles. Kent has design/build and system integration expertise and knows the equipment being installed in all three cities.

Felipe Ortega, System Integration Lead, provides expertise in systems integration. He trains engineering and maintenance staff in the use of system hardware and software. He also provides essential support for clients, both onsite and remotely, in design implementation, purchasing consultation, and last-mile integration of signal systems, controllers and TMC hardware. His areas of expertise include communications design, signal modification design review, network management and operations, traffic management systems, and troubleshooting traffic related equipment.

Kelvin Nguyen, EE, System Construction Lead, has 34 years of experience in Transportation Electrical Engineering with extensive knowledge of Electrical Engineering principles and practices. He has solid knowledge of various phases in transportation electrical engineering, system planning, methods, materials and equipment used in designing, constructing, maintaining and operating highway electrical systems.

These key personnel are complemented and supported by staff members leading stakeholder coordination, support services, and value-added services.

2. PROJECT MANAGER

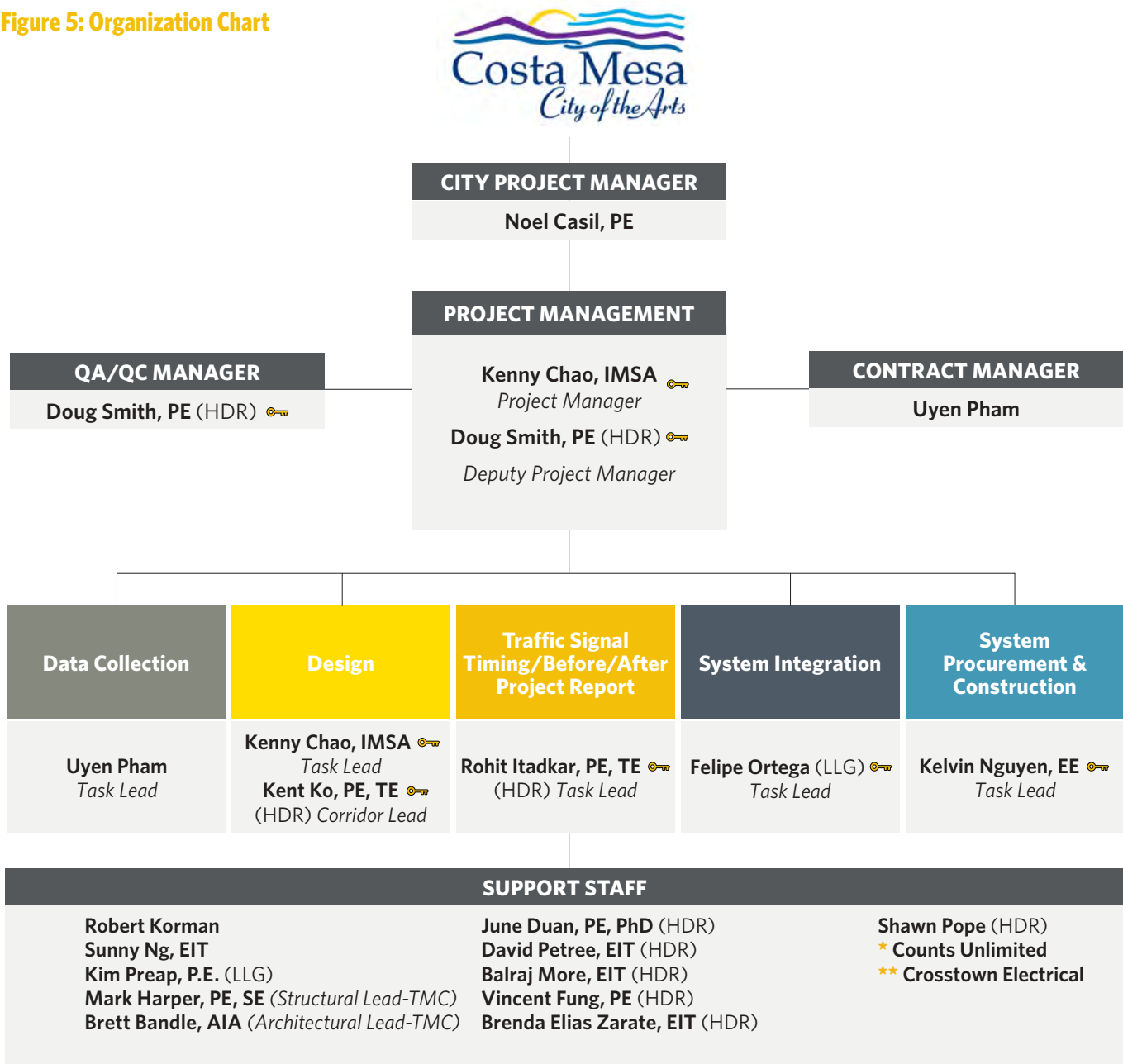
As mentioned above, Kenny Chao, IMSA, will serve as Proposed Project Manager. He will lead our team and serve as your primary point of contact. Kenny's full resume is included in the Resumes Section of the proposal.

3. ORGANIZATION CHART

The proposed team, as shown in the organization chart below, provides the breadth to support the Baker-Placentia-Victoria-19th RTSSP. We have structured the team with the depth of resources necessary to properly deliver this project.

Our leader and your primary point of contact for the project is Kenny Chao, IMSA, Project Manager and Design Lead. He will be supported by key discipline leaders Doug Smith, PE (HDR) Deputy Project Manager; Rohit Itadkar, PE, TE, (HDR) Signal Timing; Kent Ko, PE, TE, (HDR) Design; and Felipe Ortega (LLG), System Integration. Each discipline is structured with a deep bench of qualified staff members that have worked on similar RTSSPs in Orange County and surrounding areas. They are further complemented by staff members leading stakeholder coordination, support services, and value-added services.

Figure 5: Organization Chart



Subconsultant Partners

HDR	HDR Engineering, Inc.	Key Staff	Traffic Counts
LLG	Linscott, Law & Greenspan Engineers		Contractor

4. STAFFING PLAN

Table 5: Staffing Plan

NAME/ROLE	RESPONSIBILITIES/TASKS INVOLVED	SIMILAR PROJECT EXPERIENCE
Kenny Chao, IMSA PM & Design Lead	Oversee contract and manage schedule, scope and budget and design task leader.	<ul style="list-style-type: none">OCTA TSSP, Goldenwest Street, Orange County, CAOCTA TSSP, State College Boulevard Orange County, CAOCTA TSSP, Westminster/17th Street, Orange County, CAOCTA TSSP, Magnolia Street, Orange County, CAAnaheim Boulevard Traffic Signal Synchronization Project, Anaheim, CA
Doug Smith, PE (HDR) Deputy PM & QA/QC Manager	Support schedule, scope and budget.	<ul style="list-style-type: none">MTC/City of Fremont, Program for Arterial System Synchronization (PASS Project)OCPW, OC Loop Pedestrian and Bikeway ImprovementsCity of Irvine, Culver Drive Traffic Signal System and Communications Design ProjectCity of Santa Clarita ITMS/TSI PS&E ProjectMetro, TSM Program Evaluation Project
Rohit Itadkar, PE, TE (HDR) Signal Timing Lead	Signal timing task leader.	<ul style="list-style-type: none">Westminster/17th Street TSSP, Orange County, CAAnaheim Boulevard TSSP, Anaheim, CAState College Boulevard TSSP, Orange County, CAOCTA TSSP, Goldenwest Street, Orange County, CA
Kent Ko, PE, TE (HDR) Corridor Design Task Lead	One corridor PS&E.	<ul style="list-style-type: none">Los Angeles World Airports (LAWA), Traffic Design for Automated People Mover (APM) Landside Access Modernization ProgramCity of Los Angeles, On-Call Engineering, Traffic Signal Improvements ProjectCounty of Los Angeles, Inglewood Avenue, Amar Road, Carson Street, & Normandie Avenue Traffic Signal Improvements Project
Felipe Ortega (LLG) System Integration Lead	System integration, TMC improvements and coordination with city staff.	<ul style="list-style-type: none">Adams RTSSP, Costa Mesa, CASunflower RTSSP, Costa Mesa, CAPlacentia-Baker RTSSP, Costa Mesa, CABear RTSSP, Costa Mesa, CAImperial HWY RTSSP, Orange County, CA
Kelvin Nguyen, EE System Construction Lead	Construction integration, controller deployment, and TMC improvements.	Assisted Cities and OCTA in reviewing and providing technical support for more than 40 ongoing traffic signal synchronization projects between State and Cities.

5. RESUMES

Full resumes for our key personnel follow. Resumes for all non-key personnel are also available upon request.

6. PROJECT MANAGER AND AUTHORIZED CONTACT

Kenny Chao, IMSA, will serve as Proposed Project Manager. His full resume is included on the following page. He has signed this proposal and has contractual responsibility. He is authorized to negotiate the contract on behalf of AET.

7. STAFF AVAILABILITY

We have tailored a team of talented, skilled, and experienced professionals to deliver this project for the City efficiently and effectively. We have structured our team with the breadth and depth of resources necessary to support the City in the achieving project completion within the proposal timeframes. Our key team will be available to the extent proposed for the duration of the Project. We acknowledge that no person designated as “key” to the project will be removed or replaced without the prior written concurrence of the City.

Kenny Chao, IMSA

Kenny has managed projects for various local and state agencies in the design of traffic signals, roadway lighting, fiber optic communications networks, CCTV systems, signing, striping, construction staging, and temporary traffic control. He has designed more than 500 traffic signal 100 miles of fiber optic, and 100 roadway lighting systems. Kenny has experience with design standards used by the local, state and national jurisdictions and has been involved in the review and development of traffic signal, fiber optic, and roadway lighting standards.

Kenny has worked with numerous cities throughout California. Kenny also has a good understanding of the local needs. Kenny is a highly effective traffic and ITS engineer who skillfully meets challenges and creates positive change. Kenny is a creative and detail-oriented professional with a record of success in project management, on-time and on-budget project delivery, and a proven ability to foster strong positive client relations. He is an accomplished leader with a solid technical foundation and has a reputation for consistently developing teams and leading them to achieve outstanding results in fast-paced, dynamic environments. Kenny's project portfolio encompasses a full range of projects starting from planning and design, through construction.

RELEVANT PROJECT EXPERIENCE

OCTA Regional Traffic Signal Synchronization Program (TSSP) Program, CA | Various Roles. Kenny has served in various roles, such as Principal in Charge, Contract Manager, Project Manager, Task Leads, Technical Advisor, and QA/QC official throughout the past 13 plus years. The following are list of projects that Kenny has completed for OCTA and/or Orange County Cities:

- **OCTA, Westminster/17th TSSP, CA | Deputy Project Manager, Technical Advisor, and Task leads.** Traffic signal synchronization project along 16 miles of Westminster Avenue/17th Street. The project consists of the preparation of signal timing plans, coordination plans, traffic signal modification plans, and conducting before and after studies for 63 intersections along the corridor.
- **OCTA, Magnolia Street TSSP, CA | Principal-in-Charge, Task Lead for PS&E and Construction & System Integration.** The project provided professional engineering services for the traffic signal synchronization project along 16 miles of Magnolia Street. The project consists of the preparation of signal timing plans, coordination plans, traffic signal modification plans, and conducting before and after studies for 59 intersections along the corridor.
- **Olympiad/Felipe TSSP, CA | Principal-in-Charge, Task Lead, and Technical Advisor.** The project provided traffic and transportation engineering services to improve traffic flow through an optimized traffic signal design system. In addition, Kenny assisted in performing data collection and analysis to develop and implement optimized traffic signal synchronization.
- **OCTA, State College Boulevard TSSP, CA | Project Manager.** The project was to performed an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, which included the development and implementation of timing plans at all signalized intersections. The project developed



PROJECT MANAGER &
DESIGN LEAD

FIRM | AET & ASSOCIATES

EDUCATION

Executive Master in Business Administration (EMBA), Chapman University

BS, Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

International Municipal Signal Association (IMSA) Certified No. AA 111992 & ZZ 111992

PROFESSIONAL MEMBERSHIPS

Co-Chair of Work Area Temporary Traffic Control Handbook Committee (WATCH BOOK)

Intelligent Transportation Society of California - ITSCA (Board of Directors)

APWA GREENBOOK Standard Plan Committee Member

Institute of Transportation Engineers (ITE)

INDUSTRY TENURE | 19 YEARS

KENNY CHAO | PROJECT MANAGER & DESIGN LEAD CONTD.

new coordinated signal timings for 33 traffic signals along State College Boulevard.

- **Fairview Road, Costa Mesa, CA.** Kenny served as task lead for PS&E and system integration for the design and implementation of various ITS elements, including fiber optic, CCTV, Bluetooth, wireless interconnect, and signal equipment upgrades for the cities of Costa Mesa and Santa Ana and for Caltrans. Kenny designed and directed the contractor to implement the various ITS equipment upgrades to integrate the existing infrastructure to create a more robust system.
- **Anaheim Boulevard TSSP, Anaheim, CA | Project Manager.** Kenny was the lead engineer in the development of the design of ITS, traffic signals, and communication plans for the corridor.
- **San Clemente Avenida Pico and El Camino Real Traffic Signal Synchronization Project, CA.** Kenny served as design engineer for this ITS Master Plan vision that helped the City develop its traffic signal communications infrastructure through various equipment and system integration upgrades. Through careful analysis of current construction costs, Kenny proposed pragmatic solutions to allow the City to build the communications infrastructure for the Avenida Pico and the El Camino Real corridors while staying within the Project P grant budget.
- **Irvine Barranca Parkway, Von Karman Avenue, Irvine Center Drive, MacArthur Boulevard Signal Coordination Projects, CA | Project Engineer.** Kenny designed CCTV camera systems and communications equipment for four different projects, totaling 20+ intersections along four different corridors in Irvine. The design included fiber optic interconnect in new and existing conduits to work with the existing copper/interconnect within the project limits. Kenny also performed field checks at all 20+ intersections, including evaluation of pull boxes and conduits for the possibility of pulling additional CCTV power and transmission cables through existing conduit runs. He prepared traffic signal base plans and designed the CCTV system using the City of Irvine's design manual, which required him to understand and apply the specific requirements of all of the equipment that was installed or modified.
- **Irvine/Caltrans District 12 CCTV and Fiber-optic Design, CA | Project Manager.** Kenny was responsible for the design of a CCTV camera system and ITS communications equipment for five different projects, totaling 43 intersections along five corridors in Irvine. The ITS equipment, including CCTV, Ethernet switches, fiber optic cable, and installation details, provides a redundant communication paths to ITRAC.
- **Beach Boulevard Traffic Light Synchronization Project (TLSP), CA | Lead Designer.** Kenny served as the lead designer for the design, implementation, and system integration of ITS components for this traffic signal synchronization project. Based on recommendations, Caltrans agreed to use the existing copper interconnect cable to connect all 72 intersections along Beach Boulevard via Ethernet-over-copper communications and to transmit data and video to Caltrans District 12 TMC via single-mode fiber optic cable. The recommendation saved about \$1.5M in conduits/pull boxes and fiber optic cabling costs. This project was the first Ethernet over copper project conducted by Caltrans; it was so successful that other districts referenced it as a prototype to implement along other corridors.
- **Anaheim CCTV, ITS, AND Fiber-Optic Communications System Design, CA.** Kenny served as project manager and lead designer for six separate traffic and ITS PS&E design projects, involving over 20 intersections. The project included the preparation of ITS infrastructure to implement a CCTV camera systems, fiber optic communications trunk lines, 2070 controller upgrades, split cycle offset optimization technique detectors for adaptive traffic signal control, and other signal upgrades. Kenny evaluated existing infrastructure and recommended improvements along the corridors to ensure that the City's needs were met and the project met the latest City, APWA Greenbook, and Caltrans' standards.

OCTA, Communications Study, CA | Traffic Engineer.

Kenny addressed the transportation infrastructure that was operated and maintained by OCTA, Caltrans, the County of Orange, as well as the 34 municipalities. The purpose of the study was to explore options for interconnecting the regional data collection systems, identify projects needed to facilitate regional data and video sharing, and determine data standards needed to support the regional vision.

Ontario Municipal Fiber Optic Network, Ontario, CA | Project Manager.

Kenny is responsible for the PS&E for the City of Ontario Municipal Fiber Optic Network. The project consists of installing approximately 74 miles of fiber optic cable and communications to 149 traffic signals, 25 City Buildings, four well sites, retrofitting an existing city building into a communication facility on the southeast side of the City, and designing a new building to house the communications equipment on the northeast side of the City. Coordination was also provided with Caltrans District 8, San Bernardino Flood Control District and Union Pacific Railroad Company to process and obtain encroachment permits for several crossings.

Kelvin Nguyen, EE

Kelvin is experienced in Transportation Electrical Engineering, Signal System Design, Signal Timing, Lighting and Sign Illumination, Fiber Optic Communication Systems, Closed Circuit Television Systems, Ramp Metering Systems, Census Systems, Changeable Message Signs, Construction, Inspection, Trouble shooting, Operations and Maintenance.

Kelvin has 34 years of experience in Transportation Electrical Engineering with extensive knowledge of Electrical Engineering principles and practices. Knowledge of various phases in transportation electrical engineering and system planning. Knowledge of the methods, materials and equipment used in designing, constructing, maintaining and operating highway electrical systems. Knowledge of Caltrans Standard Plans, Standard Specifications, Caltrans Construction Manual, and Traffic Control Manual.

Solid design knowledge of Traffic Signals (TS), Video Detection System (VDS), Traffic Monitoring Systems (TMS), Changeable Message Sign (CMS), Closed Circuit Television (CCTV), Lighting and Sign Illumination, Census Systems, Fiber Optic (F/O) Communication Systems and Ramp Metering Systems (RMS). Knowledge of construction and inspection of highway electrical systems and. Abilities and skills in quick problem solving during the Design – Build phases and temporary construction.

RELEVANT PROJECT EXPERIENCE

California Department of Transportation – District 12

Traffic Electrical Operating Engineer | Electrical Systems/Traffic Signal Timing Branch

- Responsible for signal timing and monitoring of all State traffic signals on State Routes 5, 39, 57, 72, 91 and 142 to maintain efficient operation and safety for motorists. Activated and operated hundreds of traffic signals on numerous constructions projects in Orange County.
- Responsible for maintaining the efficient operation of Battery Backup System (BBS) for all traffic signal locations during a Public Safety Power Shutoff (PSPS)
- Reviewed and approved Plans, Specifications and Estimate (PS&E) for in-house and consultant projects to ensure the compliance with State Standards and Practices
- Designed C&I (Condition and Improvement) Diagram for installation of traffic signals. Provided technical support for traffic operation activities and pilot projects.
- Assisted Public Information Office (PIO) in response to traffic signal complaints and inquiries from highway users, media and elected officials.
- Reviewed and approved proposed electrical systems in encroachment permit projects.
- Inspected, activated and operated new and modified traffic signal locations during staging and final construction phases.
- Provided technical expertise to the Caltrans Planning Department in reviewing traffic environmental impacts due to proposed development from local agencies.
- Assisted Cities and Orange County Transportation Authority (OCTA) in reviewing and providing technical support for more than 40 on-going traffic signal synchronization projects between State and Cities.



SYSTEM
CONSTRUCTION LEAD

FIRM | AET

EDUCATION

BS, Electrical Engineering, California State University, Fullerton

AS Engineering, Fullerton College

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Electrical, CA, No. E14883

PROFESSIONAL MEMBERSHIPS

Member of Institute of Transportation Engineers, ITE

INDUSTRY TENURE | 35 YEARS

KELVIN NGUYEN, EE | SYSTEM CONSTRUCTION LEAD CONTD.

- Assisted Senior Resident Engineer in Construction to inspect, activate and operate all traffic signal locations during construction staging and final construction of the major freeway widening I-5 Gateway Project in Orange County from Beach Blvd to Artesia Blvd. Duties also included traffic control and detour of routes due to major freeway closure during construction.
- Assisted the Maintenance Department in traffic signal software and hardware installations for 2070 controllers and provided technical support for daily maintenance activities.
- Assisted Caltrans Legal in Tort Liability Defense.

California Department of Transportation – District 7 Electrical Engineering Inspector | Division of Construction

- Responsible for the inspection of all electrical elements in the contract plans to ensure the Contractor complied with State Standard plans, State specifications and the special provisions
- Route 405 from Orange County line to Route 110: Project consisted of the installation of Fiber Optic Communication main trunk line, Closed Circuit Television Vision System (CCTV), Ramp Metering Systems, Changeable Message Sign (CMS), and Highway Advisory Radio (HAR).
- Route 110 widening from Route 10 to Pasadena Road: Project consisted of the installation of Fiber Optic Communication main trunk line and branched to electrical elements such as CCTV, TMS and RMS. Responsible for writing Time & Material tickets based on approved Contract Change Order (CCO).
- Route 30 widening from Route 210 to Base Line Road: Coordinated with utility companies to establish power services for electrical elements for CCTV, Lighting and Sign illumination, CMS, Ramp Metering Systems and Traffic signals locations. Inspected electrical work of temporary construction staging and permanent installation.
- Acted as Resident Engineer (R.E.) for minor electrical contracts. Duties included utility coordination, reviewed and approved contractor submittals, payment to the contractor, R.E daily report and performed Contract administration work.

California Department of Transportation – District 1 Electrical Design Engineer | Division of Design

- Responsible for the design and preparation of plans, specification and estimates (PS&E) for Traffic Signals (TS), Traffic Monitoring Station (TMS), Lighting and Sign Illumination, High Mast Lighting, Closed Circuit Television systems (CCTV), Ramp Metering systems (RMS), Changeable Message Sign (CMS) and Fiber Optic Communication systems (F/O). Projects included the I-5 widening from 5/91 interchange to Los Angeles County line (1991-1996), the Route 5/55 widening and interchange reconstruction (1989-1991), the Route 5 widening from Route 55 to Route 405 (1989-1994), and the Route 55 widening from Route 91 to Route 405 (1990-1995)
- Provided electrical design oversight to Engineering Consultants on major freeway widening and reconstruction projects in Orange County such as Routes 5/57/22 Interchange, Route 91 widening from Route 57 to Riverside County line, Route 55 widening from SR-73 to Costa Mesa, Routes 55/405 Interchange, Route 405 widening, and the Route 57 widening.
- Provided support and consultation to all District functions in Planning, Permits, Project Management, Design, Construction, and Maintenance.

California Department of Transportation – District 7 Electrical Engineering Inspector | Division of Construction

- Responsible for the inspection of all electrical elements in the contract plans to ensure the Contractor complied with State Standard Plans, State Standard Specifications and the Special Provisions. Projects included traffic signal installations on Route 1, Route 55 and multiple traffic signal installations on Route 39 from Route 91 to Route 72. Assisted the Resident Engineer to inspect and write daily construction reports for installation of traffic signals and safety lighting, poles, conduits, pull boxes and signal conductors, Signal Interconnect cables, controllers, and power service cabinets. Duties included inspection of traffic lane closures set by contractor and coordination with the Traffic Management Center (TMC) for construction projects.
- Designed traffic signals on I-5 at Ball Road in Orange County and designed CCTV installations at various location on Route 101 in Los Angeles.

Doug Smith, PE

Doug has over 40 years of broad experience in the management and development of ITS, transportation and traffic engineering projects. He is a registered engineer in California and has over 25 years of experience in providing traffic operations improvement projects to public agencies in Orange County. His project experience includes numerous arterial street improvement traffic operations, traffic/electrical design and intersection improvements and complex traffic signal timing projects. He has directed ITS and traffic operations improvements and design of more than 1,000 traffic signals and systems. He has specific experience in the development of final design plans for City and Caltrans projects. He has directed the preparation of numerous Traffic signal synchronization studies for arterial highway projects and has worked in the City of Costa Mesa and surrounding cities of Huntington Beach, Fountain Valley and Santa Ana numerous times over the years.

RELEVANT PROJECT EXPERIENCE

MTC/City of Fremont, Program for Arterial System Synchronization (PASS)

Project, Fremont, CA | Traffic Lead. Doug provided technical expertise, coordinated with stakeholders, and provided technical expertise to staff developing data collection, existing conditions analysis, Synchro model calibration, before travel time studies, and the development of optimized signal timing plans that incorporate the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) signal timing parameter revisions. The City of Fremont received a grant from the MTC PASS to conduct a signal timing study and develop optimized timing plans for 13 intersections along Decoto Road, Fremont Boulevard, and Paseo Padre Parkway. Eleven of the 13 intersections were maintained and operated by the City of Fremont, and two intersections were maintained and operated by Caltrans.

LA Metro, I-605 Corridor Improvement Project PA/ED Traffic Signal Analysis, Los Angeles, CA | Traffic Operations Lead.

Doug managed the development of a corridor-wide improvement study for alternative improvements associated with the freeway/arterial corridor within a region bounded by I-105 and I-10. The project included extensive analysis of arterial traffic operations along the corridor. Doug supported preparation on the Draft and Final Traffic Operations Analysis Report (TOAR) and an Intersection Control Evaluation Report.

San Bernardino County Transportation Authority (SBCTA), I-215 at University

Parkway Interchange PA/ED & PS&E, San Bernardino, CA | Traffic Engineering

Manager. HDR has developed the geometry to reconfigure the I-215 University Parkway Interchange into a DDI. This interchange reconfiguration concept will be carried through PA/ED and immediately into PS&E for SBCTA and Caltrans District 8. The project includes the analysis and development of traffic signal operations including complex timing plans.



DEPUTY PM &
QA / QC MANAGER

FIRM | HDR

EDUCATION

BS in Civil and Environmental Engineering, University of Rhode Island

Graduate courses in Transportation Engineering, University of Rhode Island

Certificate in Management for Engineering and Tech, University of California, Irvine

Certificate, Engineering (Traffic Engineering Short Course), Georgia Institute of Technology

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Civil, CA, No. 43549

INDUSTRY TENURE | 40 YEARS

DOUG SMITH, PE | DEPUTY PM & QA/QC MANAGER CONTD.

City of Irvine, Culver Drive Traffic Signal System and Communications Design Project, Irvine, CA | Project Manager. Doug was responsible for the development of traffic signal systems upgrades at 20 intersections on Culver Drive in Irvine, including signal coordination plans. He was also the Project Manager for concept development of the Irvine TMSOS, which included concept design of TMS elements, assistance in preparation of a concept design report, plans, specifications and estimate (PS&E) of CMS locations and preparation of a Signal Coordination Policies and Practices Report.

City of Santa Clarita, Intelligent Traffic Management System (ITMS)/TSI PS&E Project, Santa Clarita, CA | Project Manager. Doug served as the Project Manager for the Communications Master Plan, TOS, and electrical design elements of the ITMS for the City through a grant funded through MTA. It included development of citywide signal coordination plans by time of day.

LA Metro, TSM Program Evaluation Project, Los Angeles County, CA | Project Manager. Doug served as the project manager on the TSM Program (also known as, Signal Synchronization and Bus Speed Improvement Program) Evaluation project. This included the analysis and evaluation of 20 TSM projects in the County of LA, including TSM/Signal Synchronization, BSP and Rapid Bus projects implemented in the region.

City of Santa Ana, I-5/SR-55 Congestion Relief Corridor Project, Santa Ana, CA | Assistant Project Manager. Doug analyzed and designed a full TOS for the arterial corridors running adjacent to SR-55 and I-5, including CCTV, CMS, HAR, Video Detection Systems and citywide fiber optic/copper wire communications. The project required an ITS Master Plan that provided a concept design of the Santa Ana TMC and traffic signal timing plans for five arterial corridors.

City of Fountain Valley, Citywide Traffic Signal Coordination Project | Project Manager. Doug oversaw the development of traffic signal timing plans for AM, Mid Day and PM peak hours for the city wide signal system that utilized the VMS 330 central control system.

Rohit Itadkar, PE, TE

Rohit has more than 12 years of experience in all facets of the transportation industry. He brings a strong project management capability through technical expertise, fine-tuned communication and inter-personal skills. Rohit has a comprehensive knowledge of transportation engineering guidelines and practices including California Environmental Quality Act (CEQA)/ National Environmental Policy Act (NEPA), ITE, Caltrans Standard Plans and Manual on Uniform Traffic Control Devices (MUTCD).

RELEVANT PROJECT EXPERIENCE

OCTA, Westminster Avenue-17th Street Traffic Signal Synchronization Project, Orange County, CA | Deputy Project Manager. Rohit served as deputy project manager for a \$3.2M project in preparing synchro modeling during the weekday and weekend peak hours for 63 intersections along a 16-mile corridor of Westminster Ave-17th Street. He coordinated with OCTA, Caltrans and the Cities of Seal Beach, Westminster, Garden Grove, Santa Ana, and Tustin and the County for data collection and executing the cooperative agreement between Caltrans and OCTA for the transfer of project budget allotted to Caltrans to perform tasks on Caltrans ROW. Rohit prepared technical documents such as data collection report, field review report, signal timing report, and before study report for OCTA. Additionally, he supervised field verification of conduit runs and geometric features of the corridor for use in design plans and synchro analysis and prepared new synchronized signal timing plans for all the intersections. He conducted monthly status meetings with all the agencies and presented findings and status update. He scheduled, organized monthly meetings and documented meeting minutes. He also managed the before and after travel time study during the peak hours along the corridor using Tru-Traffic and presented the results to the Cities.

City of Anaheim, Anaheim Boulevard Traffic Signal Synchronization Project, Anaheim, CA | Project Manager. Rohit served as project manager for a traffic signal synchronization project for the City of Anaheim. His responsibilities included managing all aspects of the project such as signal timing, fiber optic design, before and after travel time studies, field review of existing conditions, delegating responsibilities, tracking progress and budget, setting up status meetings with the City, providing status updates to client, invoicing, and ordering equipment. Rohit was responsible for preparing technical reports such as data collection reports, field review reports, before study report, after study report, and monthly project status reports.

OCTA, State College Boulevard Traffic Signal Synchronization Project, Anaheim-Orange, CA | Analyst. Rohit served as an analyst in preparing synchro modeling during the weekday and weekend peak hours for 35 intersections along State College Boulevard. He coordinated with OCTA, Caltrans and Cities of Anaheim and Orange for data collection and executed the cooperative agreement between Caltrans and OCTA for the transfer of project budget allotted to Caltrans to perform tasks on Caltrans ROW. He also prepared technical documents such as data collection report, field review report, signal timing report, before study report for OCTA. Rohit assisted in field verification of conduit runs and geometric features of the corridor for use in design plans and synchro analysis and prepared design plans for the City of Anaheim and EVP design plans for the City of



SIGNAL TIMING LEAD

FIRM | HDR

EDUCATION

MS, Civil (Transportation) Engineering,
University of Southern California

BS, Civil Engineering, University of
Mumbai

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Civil, CA, No.
92404

Professional Engineer - Traffic, CA, No.
2754

PROFESSIONAL MEMBERSHIPS

Member of Institute of Transportation
Engineers (ITE)

Board Member of Intelligent
Transportation Society of California
Young Professionals Group (ITSCA
YPG)

INDUSTRY TENURE | 12 YEARS

ROHIT ITADKAR, PE, TE | SIGNAL TIMING LEAD CONTD.

Orange as part of the project. He also performed before and after travel time study during the peak hours along the corridor using Tru-Traffic.

City of Rafael, MTC PASS, Traffic Signal Synchronization Project, San Rafael, CA | Project Manager. Rohit served as project manager for a traffic signal synchronization project along 5 corridors located in downtown of City of San Rafael. His responsibilities included managing all aspects of the project such as signal timing, before and after travel time studies, field review of existing conditions, delegating responsibilities, tracking progress and budget, setting up status meetings with the City, providing status updates to client, invoicing, and ordering equipment. Rohit was responsible for preparing technical reports such as data collection reports, field review reports, before study report, after study report, and monthly project status reports.

SCORE Traffic Operations at Railroad Crossings, Simi Valley and Orange County, CA | Project Engineer. The project involves upgradation of 4 at-grade railroad crossing to improve safety of vehicles. Rohit served as a project lead/engineer which involved evaluation of most feasible improvement measures to ensure safety of vehicular queue at the crossing. Rohit also developed railroad pre-emption signal parameters along with updating signal timing of the adjacent city controlled intersection. Rohit coordinated with City, OCTA, Design consultants, SCRRA, and Metrolink for timely review and update of signal timing sheets based on comments from these agencies. Rohit validated the updated timings in a Sim-traffic micro-simulation model to ensure that the railroad crossing would remain clear of vehicular queue at all times and the overall operation is synchronized during peak hours.

City of Banning, Signal Timing Plans on Highland Springs Road, Banning, CA | Analyst. Rohit assisted in developing signal timing plans for six intersections along Highland Springs Road during the AM and PM peak hour using Synchro. He synchronized signal timings by optimizing the splits and offsets along the roadway corridor for improved traffic flow during peak hours. He also supervised the installation of the timing plans in to the controller along with the City traffic engineer and Caltrans. Rohit conducted before and after travel time study to record the improvement in the traffic flow and delay along the roadway corridor during the peak hours.

OCTA, Anaheim Canyon Station Traffic Operations, Anaheim, CA | Project Engineer. The project involves upgradation of at-grade railroad crossing to improve safety of vehicles. Rohit served as a project lead/engineer which involved evaluation of most feasible improvement measures to ensure safety of vehicular queue at the crossing. Rohit recommended queue-cutter traffic signal along with Video Detection to ensure that vehicular queue formation would remain clear of the railroad crossing at all times. Rohit also developed railroad pre-emption signal parameters along with updating signal timing of the adjacent city controlled intersection. Rohit coordinated with City of Anaheim, OCTA, Design consultants, SCRRA, and Metrolink for timely review and update of signal timing sheets based on comments from these agencies. Rohit validated the updated timings in a Sim-traffic micro-simulation model to ensure that the railroad crossing would remain clear of vehicular queue at all times and the overall operation between queue-cutter traffic signal and city intersection is synchronized during peak hours.

Los Angeles County Public Works, Traffic Signal Modification Plans, Los Angeles County, CA | Project Engineer. Rohit served as a project engineer for developing PS&E for traffic signal modification at 5 intersections. The modification included ADA compliant ramps, new controller and cabinet, traffic poles, mast arms, vehicle heads, countdown pedestrian heads, detectors. Rohit coordinated with County for data request, field investigation, review and update of plans. The plans were prepared 35%, 90% and 100% submittals. Plans also included title sheet, general notes sheet, cost estimates and specifications.

Orange County Public Works, OC Loop, Traffic Signal Modification Plans, Orange County, CA | Project Engineer. OC Loop is a project headed by County of Orange Department of Public Works which involve design of 66 miles of active transportation improvements. Rohit served as a project engineer for developing PS&E for traffic signal modification at 5 intersections. The modification included ADA compliant ramps, bike lanes/paths, countdown pedestrian heads, signage and striping. Rohit coordinated with City of Yorba Linda, Anaheim and County for data request, field investigation, review and update of plans. The plans were prepared 35%, 95% and 100% submittals. Plans also included title sheet, general notes sheet, cost estimates and specifications.

Kent Ko, PE, TE

Kent is a registered Civil and Traffic Engineer with specialized technical experience in traffic and transportation engineering and planning, ITS planning and design, traffic signal and transit-related traffic engineering design. Kent has professional experience in ITS, traffic, and transportation engineering and design. He has conducted traffic analyses and studies and provided traffic design services on intersection and street improvement projects throughout the Counties of Orange, Los Angeles, San Bernardino, and Riverside. Specific transportation engineering experience includes intersection capacity analyses and design of conceptual intersection improvements; highway and street improvements design; traffic engineering including signing, striping, traffic signal, and traffic control plan design. Specific traffic and electrical engineering experience includes signing, striping, stage construction/traffic control, traffic signals, communication systems, ITS, lighting plans, specifications and estimates for city, county and Caltrans highway facilities. Kent has strong management and communications skills coordinating with multiple project team members and stakeholders. He is proficient in traffic design using MicroStation and AutoCAD, Highway Capacity Manual 2010, Traffix/Vistro, and Synchro software systems.

RELEVANT PROJECT EXPERIENCE

Los Angeles World Airports (LAWA), Automated People Mover (APM) Landside Access Modernization Project, Los Angeles, CA | Traffic Design Discipline

Lead. Kent is responsible for traffic and electrical design, including signing, striping, traffic signal, street lighting and ITS elements within LAX and City of Los Angeles. This project is a design-build contract to implement an APM system for LAWA. The goal of this modernization program is to provide quick, reliable access to terminals, the Metro Rail station, and rental car sites for passengers and users at Los Angeles International Airport. The 2.25-mile-long elevated guideway will feature six stations, and each car will accommodate 50 passengers with luggage. HDR is the lead designer for the APM system as a member of the LAX Integrated Express Solutions (LINXS) Public-Private Partnership (P3) team. The estimated design and construction value of this project is about \$1.95B.

OCTA, Northbound SR-57 Phase I (PR/ED) and Phase II (PS&E), Anaheim & Orange, CA | Senior Traffic Engineer.

Kent was responsible for the development of the TMP, PS&E for stage construction/traffic handling, construction area signs, and detours. HDR provided OCTA with professional and technical consulting services for developing an approved Project Report and Environmental Document (PR/ED) in Phase I of the project and the Plans Specifications and Estimates (PS&E) in Phase II of the project for proposed widening improvements to the segment of Northbound State Route 57 (SR-57) in Orange County California between Katella Avenue and Lincoln Avenue.

City of Manhattan Beach, SR-1/Sepulveda Bridge Widening PA/ED and PS&E, Manhattan Beach, CA | Senior Traffic Engineer.

Kent was responsible for QC for lighting, temporary and final communication system (ITS), and traffic signal plans. The Sepulveda Boulevard (SR-1) Bridge Widening Project consists of widening Sepulveda Boulevard between 33rd Street and Rosecrans Avenue, within the City of Manhattan Beach. Built in 1930, the existing bridge is a five-span, 165-foot-long and 106-foot-wide structure. The project includes upgrading the existing bridge sidewalks to comply with new



CORRIDOR DESIGN
TASK LEAD

FIRM | HDR

EDUCATION

BS, Civil Engineering, University of California, Irvine

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Civil, CA, No. 83872

Professional Engineer - Traffic, CA, No. TR2644

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE), Member

Institute of Transportation Engineers (ITE), Member

Orange County Traffic Engineering Council (OCTEC), Member

Toastmaster International Club #6724, Toxic Toastmaster, Member

INDUSTRY TENURE | 19 YEARS

KENT KO | CORRIDOR DESIGN TASK LEAD CONTD.

ADA requirements.

Riverside County Transportation Commission (RCTC), SR-91 Corridor Improvement Project (Design and Construction, PM/ Oversight), Riverside & Corona, CA | Senior Traffic Engineer. Kent was responsible for the development of the Traffic Operations and Incident Management Plan, and experimental/non-standard striping work plan for CTCDC and FHWA approval. This project entailed providing PCM services to SR-91 Corridor Improvement Project to increase capacity and reduce congestion for a 14-mile segment of SR-91 and a 3-mile segment along I-15. The project was delivered through a DB contract that includes improvements to accommodate the conversion to/addition of tolled express lanes.

City of Los Angeles, On-Call Engineering, Los Angeles, CA | Project Engineer. Kent provided electrical design services for upgrading traffic signal controller and cabinet and installation of Adaptive Traffic Control System (ATCS) loops, left turn phasing, audible pedestrian signals, and emergency vehicle preemption at 105 locations within the West Los Angeles Transportation Improvement and Mitigation Specific Plan Project. Specific roles included field work/preliminary engineering, development of accurate base plans, and final traffic signal modification plans.

Caltrans District 12, SR-22 HOV Design-Build, Orange/Santa Ana/Garden Grove, CA | Project Engineer. Kent provided signal modification design as well as maintenance of traffic handling plans during the construction phase. This included the addition of an HOV lane to SR-22 for a span of 13 miles. Scope included modifications to surface street intersections at on/off ramps that were approximately 32 intersections. This \$41M project also called for connection into existing Caltrans TMC for ITS elements. ITS elements included ramp metering, DMS, and highway cameras.

Caltrans District 8, I-15/I-215 Devore Interchange Improvement, San Bernardino County, CA | Project Engineer. Kent prepared plans for traffic and electrical design, including stage construction, detours, signing, striping, and lighting. Assisted in preparation of the Transportation Management Plan (TMP); detail check traffic handling, detour, lighting and ITS, and pavement delineation and sign plans; coordination with contractor. The project included reconfiguring the I-15/Kenwood Avenue Interchange, reconnect Cajon Boulevard through the I 15/I-215 Interchange, reconstructing the intersection at Cajon Boulevard and Kenwood Avenue, reconfiguring the I-215/Devore Road Interchange, and realigning

of local streets to accommodate project improvements.

Port of Long Beach (POLB), SR-47 Schuyler Heim Bridge Replacement, Long Beach, CA | Project Engineer. Kent provided ACTA PS&E design to replace of the lift Schuyler Heim Bridge with a new fixed-span bridge across the Cerritos Channel. Responsible for preparing Caltrans format PS&E traffic and electrical design, including stage construction, detours, signing, striping, lighting, traffic signals, communication system, and various ITS elements including RMS, WIM, EMS, and CCTV systems for the proposed bridge replacement.

County of Los Angeles, Inglewood Avenue Traffic Signal Improvement Plan Services, Los Angeles County, CA | Design Engineer. Kent conducted field inventory and documented intersection geometrics and traffic signal facilities at 24 intersections along Inglewood Avenue in the Cities of Inglewood, Hawthorne, Lawndale and Redondo Beach and the County of Los Angeles. Specific roles include preparing final plans and exhibits for roadway, striping and traffic signal improvements.

County of Los Angeles, Amar Road et al. Traffic Signal Improvement Plan Services, Los Angeles County, CA | Design Engineer. Kent conducted field inventory and documented intersection geometrics and traffic signal facilities at 50 intersections along Amar Road, Francisquito Avenue, Workman Mill Road, Puente Avenue, and Grand Avenue in the Cities of Puente, Industry, Baldwin Park and West Covina and the County of Los Angeles. Specific roles include preparing final plans and exhibits for roadway, striping, and traffic signal improvements.

County of Los Angeles, Carson Street Traffic Signal Improvement Plan Services, Los Angeles County, CA | Design Engineer. Kent conducted field inventory and documented intersection geometrics and traffic signal facilities at intersections along Carson Street in the Cities of Long Beach, Lakewood, Hawaiian Gardens and the County of Los Angeles. Specific roles include preparing final plans for traffic signal improvements.

County of Los Angeles, Normandie Avenue Traffic Signal Improvement Plan Services, Los Angeles County, CA | Design Engineer. Kent conducted field inventory and documented intersection geometrics and traffic signal facilities at intersections along Normandie Avenue in City of Gardena and the County of Los Angeles. Specific roles include preparing final plans for traffic signal improvements.

Felipe Ortega, IMSA

Felipe is a Senior Signal Systems Specialist at Linscott Law & Greenspan. He provides expertise in systems integration and serves as a valuable link to city and agency staff. He trains engineering and maintenance staff in the use of system hardware and software (including newly installed traffic systems and TMC equipment). He also provides essential support for clients, both onsite and remotely, in design implementation, purchasing consultation, and last-mile integration of signal systems, controllers and TMC hardware. His areas of expertise include communications design, signal modification design review, coordination timing implementation, TMC network management and operations, interagency communications, traffic management systems (Centracs, QuicNet, Tactics, Intelight, Transuite, TrafficWare), and troubleshooting traffic related equipment (network, controllers, and timing).

Felipe's expertise in all facets of communications infrastructure, as well as his background in the installation and configuration of software and hardware for nearly every type of communications system in use throughout Orange County means his clients have a reliable asset when it comes to installation, configuration, advising and training staff in the use of these systems.

Felipe is extremely familiar with the existing Costa Mesa traffic signal system. Over the past 25 years our staff has worked extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems for the City. Felipe is trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. Typically, he is engaged to integrate and repair systems when other consultants and contractors cannot make things work. Felipe has worked hand-in-hand with Caltrans District 12 engineering and operations staff for many years and developed master plans where Caltrans-controlled intersections were key components in the development of multi-jurisdictional coordination timing within the City. He has also designed and installed various ITS elements, including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems in the past, present and future in the City.

RELEVANT PROJECT EXPERIENCE

City of Costa Mesa Relevant Projects:

- On-Call ITS Support Services
- Adams RTSSP
- Sunflower RTSSP
- Placentia-Baker RTSSP
- Bear RTSSP

City of Fullerton, California

- On-Call ITS Support Services
- Malvern-Chapman RTSSP
- Gilbert-Idaho RTSSP



SYSTEM INTEGRATION
LEAD

FIRM | LLG

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

IMSA Transportation Center System
Specialist Level I

IMSA Traffic Signal Senior Field
Technician, Level III

PROFESSIONAL MEMBERSHIPS

ITE

IMSA

OCTEC

INDUSTRY TENURE | 25 YEARS

FELIPE ORTEGA | SYSTEM INTEGRATION LEAD CONTD.

- Orangethorpe RTSSP
- Brea RTSSP
- Commonwealth RTSSP
- Lemon RTSSP
- Placentia RTSSP

City of La Habra, California

- On-Call ITS Support Services
- La Habra Blvd-Central Ave-State College Blvd RTSSP
- Lambert RTSSP
- Imperial HWY RTSSP

City of Brea, California

- On-Call ITS Support Services
- Birch RTSSP
- Lambert Traffic Control Technology Upgrade RTSSP (TMC & Fiber Project)
- Imperial HWY RTSSP

Felipe provided the System Integration, design, signal timing support and implementation. Signal hardware and software components installed by various RTSSP tasks included upgraded signal controllers & assemblies. Integration with the respective agency central systems to improve the infrastructure and signal timing and Ethernet network. Tasks included on-going support and maintenance of traffic signal communications along the project corridor and to central systems in the member cities.

EXHIBIT C
FEE SCHEDULE

Cost Proposal Template



Phase	Task	Costs	
		City of Costa Mesa	Total
Primary Implementation (1 Year)	Project Administration	\$34,320.00	\$34,320.00
	Develop and Implement	\$233,278.48	\$233,278.48
	Before and After Study	\$36,816.10	\$36,816.10
	Sub-Total	\$304,414.58	\$304,414.58
	Design	\$140,507.00	\$140,507.00
	System Improvements	\$1,129,031.54	\$1,129,031.54
	Contingency	\$21,170.69	\$21,170.69
	Construction Engineering	\$391,641.42	\$391,641.42
	Sub-Total	\$1,682,350.65	\$1,682,350.65
	Phase Total	\$1,986,765.23	\$1,986,765.23
On-Going Maintenance & Operation (2 Years)	Ongoing Maintenance Monitoring	\$74,880.00	\$149,760.00
	Ongoing Maintenance Communication & Detection Support	\$37,440.00	\$74,880.00
	Phase Total	\$112,320.00	\$224,640.00*
Project Total		\$2,099,085.23	\$2,211,405.23

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Specific task line items may be added according to proposers work plan.

*AET during the O&M phase the with additional budget, if available, our team will provide additional training, software, communication equipment upgrade, and enhanced safety operational features.

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

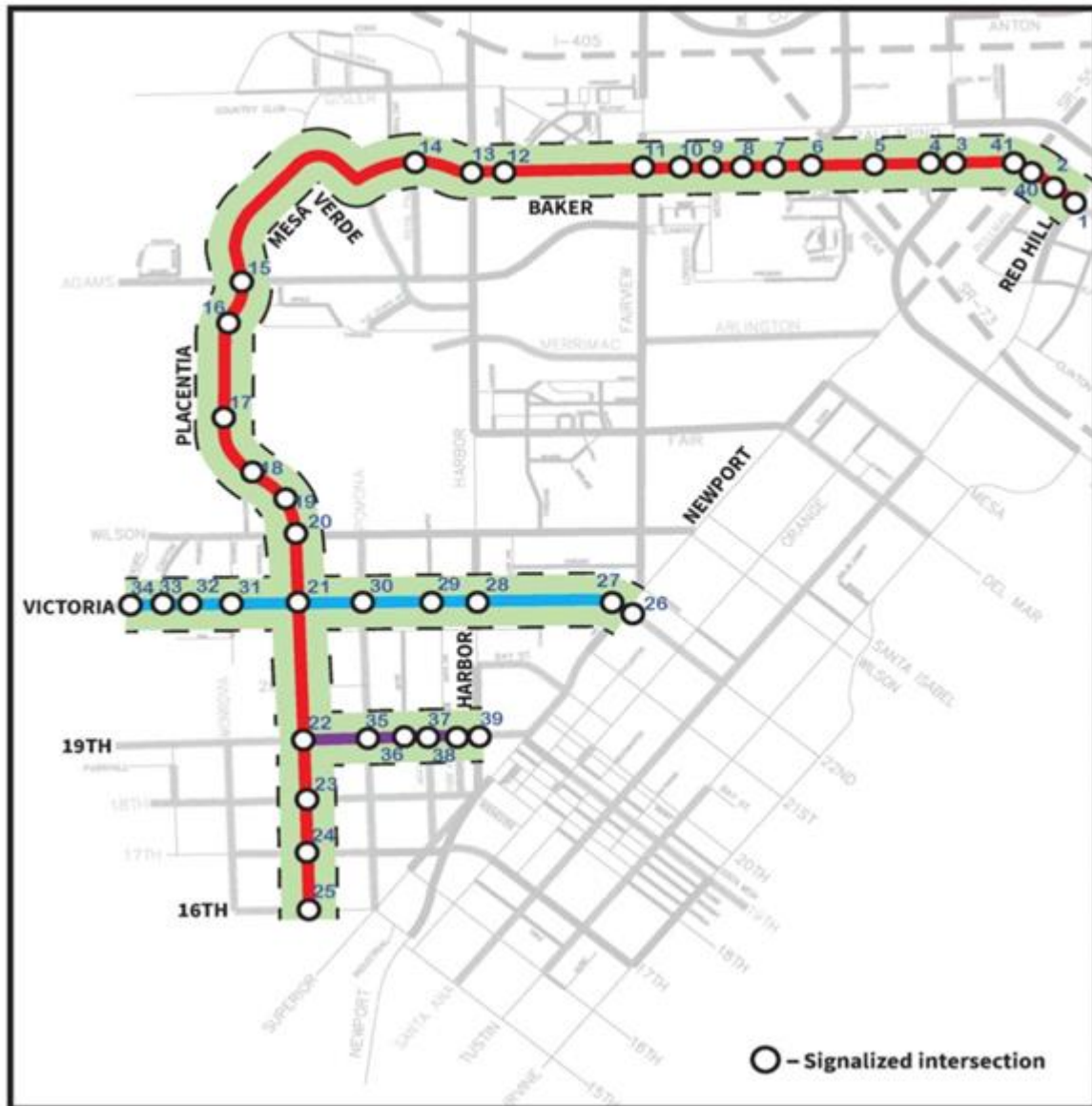
1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

ATTACHMENT 2

Baker-Placentia-Victoria-19th Street Corridor





City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-550

Meeting Date: 2/15/2022

TITLE:

HAMILTON STREET AND SANTA ANA AVENUE IMPROVEMENT PROJECT, CITY PROJECT NO. 20-16

DEPARTMENT: PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by All American Asphalt, Inc., for the Hamilton Street and Santa Ana Avenue Improvement Project, City Project No. 20-16, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond one (1) year after the filing date; and release the retention monies thirty-five (35) days after the Notice of Completion filing date.

BACKGROUND:

Hamilton Street (from Pomona Avenue to Harbor Boulevard) provides access to REA and Pomona Elementary Schools, as well as adjacent residential and business communities. Santa Ana Avenue (from 22nd Street to 23rd Street) is a residential street serving the Eastside neighborhood. Over the years, these streets have undergone extensive deterioration and required repair and rehabilitation.

On September 15, 2020, the City Council awarded a construction contract to All American Asphalt, Inc., for the Hamilton Street and Santa Ana Avenue Improvement Project.

ANALYSIS:

The improvements include reconstruction of curb and gutter, sidewalks, accessible curb ramps, and new sidewalks. Other enhancements consist of newly installed bicycle lanes, street striping, and markings in accordance to project plans and specifications, as well as the adopted Active Transportation Plan (ATP). Moreover, modifications and upgrades were completed to the traffic signal system at the intersection of Hamilton Street and Harbor Boulevard.

The work required by the contract documents was completed on January 24, 2022 to the satisfaction of the City Engineer. The final construction cost amount was \$1,294,659, which came under the

original construction budget of \$1,360,022.



As of this date, there are no Stop Notices filed against the monies due to All American Asphalt, Inc.



Hamilton Street

Santa Ana Avenue

ALTERNATIVES:

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

FISCAL REVIEW:

The project was completed from available Measure “M2” Fairshare Fund, Gas Tax Fund, and Capital Improvement Fund.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

Strengthen the public’s safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by All American Asphalt, Inc., for the Hamilton Street and Santa Ana Avenue Improvement Project, City Project No. 20-16, and authorize the City Clerk to file the Notice of Completion.

2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond one (1) year after the filing date; and release the retention monies thirty-five (35) days after the Notice of Completion filing date.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-556

Meeting Date: 2/15/2022

TITLE:

CAL FIRE URBAN FOREST AND COMMUNITY GRANT PROGRAM (CFR 2.0) AUTHORIZATION

DEPARTMENT: PUBLIC SERVICES DEPARTMENT/MAINTENANCE SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714)
327-7499

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2022-xx (Attachment 1), authorizing the Public Services Director to submit an application, and the City Manager or designee to execute the necessary Memorandum of Understanding (Attachment 2) to participate in the CAL FIRE Urban Forest and Community Grant Program (CFR 2.0).

BACKGROUND:

The City of Costa Mesa's Urban Forest contains approximately 24,000 trees located on city property. This includes city facilities, parks, parkways, sports complexes, streets and medians. The City is divided into thirty (30) maintenance districts. The City's tree inventory has an estimated value of \$79,320,710 and has a diversity of over 270 different tree species.

Trees provide energy conservation, reduction of storm-water runoff, extend the life of surface streets, improve local air, soil and water quality, reduce atmospheric carbon dioxide, improve public health, provide wildlife habitat and increase property values. In short, they improve the quality of life in our urban environment.

Trees located in city parks are currently trimmed every other year, and the City Arborist inspects all twenty-nine (29) parks on a monthly basis. The Public Services Department's goal is to have all other City maintained trees trimmed on a three (3) to five (5) year trim cycle; and to have the over 2,000 City owned palm trees trimmed on an annual basis. This will reduce liability, improve the health of the urban forest and decrease the number of service requests and the higher costs associated with those requests.

The maintenance of the City's Urban Forest is currently contracted out to West Coast Arborists. Maintenance practices include tree trimmings, tree removals, tree plantings, root pruning, inventorying of trees and supplemental Arborist support services. West Coast Arborists has been in business for over forty-seven (47) years and is the primary tree maintenance contractor for several

Public Agencies in Southern California.

The City's Urban Forest is inspected by the City Arborist on a regular basis. The trees are also inspected by the City's tree maintenance contractor while performing the trimming and other maintenance services. Assessments and recommendations are provided for the overall health of the palms and trees after they are trimmed.

The previous five (5) years of drought along with State mandated watering restrictions has negatively affected the overall health and vitality of some of the trees within the City's Urban Forest. Drought constitutes the largest concern for maintaining a healthy and vigorous Urban Forest.

In addition to the annual Capital Improvement Projects, which include the addition of new trees to landscape improvement projects, the City has several programs for the planting and reforestation of its urban forest. The first is the Parkway Tree Planting program where Costa Mesa residents can request to have a tree planted in the parkway in front of their home at no cost to the resident. The resident is only responsible for ensuring that the newly planted tree receives the proper amount of irrigation to establish and sustain the tree. The second program is the replacement of trees in parks and parkways that are vacant sites. These are locations where the original tree failed due to pests, disease, accidents or acts of nature such as storms or severe winds.

The City also holds two annual community tree planting events, Love Costa Mesa Day and Arbor Day. Members of the community gather at a selected park on the day of these events to plant trees provided by the City. These events provide an opportunity for the volunteers to gather and learn the important role that trees play in the environment as well as in their neighborhoods.

ANALYSIS:

Under the authority of the Urban Forestry Act (PRC 4799.06 - 4799.12)

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PRC&division=4.&title=&part=2.5.&chapter=2.&article=

CAL FIRE's Urban & Community Forestry Program (UCF) works to expand and improve the management of trees and related vegetation in communities throughout California.

The program advances the development of sustainable urban and community forests to improve the quality of life in urban environments, which are where Californians live, work, and play. The program administers grants throughout California communities to advance urban forestry efforts.

One of the aforementioned grants administered by the UFC is the City Forest Renewal 2.0 Grant. The sole eligibility requirement is that the services be provided to a non-profit organization or public agency. Through the CFR 2.0 grant, the City would receive the following deliverables through the City's tree maintenance contractor, West Coast Arborists:

- CALFIRE CFR 2.0 Grant Funded Items:
 - **\$90,000** budget for dying and deceased tree and stump removal (at \$45 per inch with an estimated average DSH of 20 in.)
 - **\$2,500** budget for ISA Certified Arborists Final Inspections
 - **\$8,000** budget for Urban Wood Products to be donated to City
 - **\$550** budget for WCISA volunteer and project consultation

- **\$1,000** budget for Urban Forestry and Maintenance Policy Workshops/Webinars
- **\$1,000** budget for Urban Wood Site Open House
- **\$4,550** budget for consultations for public agencies to adopt improvement plans and policies

- **TOTAL: \$107,600 grant funded benefits to City**

The City would be responsible for the following Cal Fire CFR 2.0 Match Items:

- CALFIRE CFR 2.0 Grant Match Items:
 - **\$29,000** 15 gallon tree replanting at 2:1 ratio using WCA Contract prices at \$145 per tree
 - **\$10,000** Estimated City staff time in completing grant deliverables (reviewing MOU, internal discussions, etc.)

- **TOTAL: Estimated \$39,000 grant match**

As a part of the City's Urban Forestry Management program, an average of 175 trees annually that are deemed by the City Arborist to be dead, diseased or dying; or posing a potential liability to the City are removed. The removal and replacement of trees costs the City a little over \$103,000 annually, which is approximately 18% of the City's annual budget for all tree maintenance related services.

The City is eligible to receive up to \$92,500 in tree inspection and removal services. The grant benefits for the removal services would allow the City to focus a majority of its annual budget on tree planting and tree maintenance operations, which could potentially double the number of trees planted through the City's tree planting programs.

In addition, the City is eligible to receive grant services in urban forestry workshops and community outreach programs that will help educate and engage the community in preserving and improving the City's urban forest.

While the grant benefits/services will increase the City's ability to improve the urban forest city-wide, the tree planting efforts and community outreach would focus on expanding the percentage of tree canopy coverage in pollution burdened communities such as West Side Costa Mesa.

All services will be provided by West Coast Arborists, which will request direct reimbursement from the California Urban Forests Council through the Cal Fire Grant.

The City Manager or designee will be the designated signature authority to execute all documents necessary to implement the program.

ALTERNATIVES:

The City may forego the opportunity to apply for the funding through the Cal Fire City Forest Renewal Grant program. In lieu of the grant funded benefits, the City would be required to rely on internal budget resources or grant opportunities from other sources to implement such urban reforestation

efforts.

FISCAL REVIEW:

There is no cost to the City to submit the grant request. The City has a required match of \$39,000, which is included in the Public Services Department's FY2021-22 Approved Public Services Department's General Fund Operating Budget. The City will be eligible to receive a total of \$107,600 in grant benefits/services that will fund tree and stump removals as well as various community education and engagement programs.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

In 2021, the City Council adopted a list of three-year goals. The program works toward achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council adopt Resolution No. 2022-xx (Attachment 1), authorizing the Public Services Director to submit an application, and the City Manager or designee to execute the necessary Memorandum of Understanding (Attachment 2) to participate in the CAL FIRE Urban Forest and Community Grant Program (CFR 2.0).

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM ENTITLED, “CITY FOREST RENEWAL 2.0”, AS PROVIDED THROUGH THE CALIFORNIA GREENHOUSE GAS REDUCTION FUND

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

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted the California Greenhouse Gas Reduction Fund, which provide funds to the State of California and its political subdivisions for urban and community forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program; and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban and community forestry project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council approves the filing of an application for “Greenhouse Gas Reduction Fund” program funds.

Section 2. The City Council certifies that funds under the jurisdiction of the City of Costa Mesa are available to begin the project.

Section 3. The City Council certifies that said applicant will expend grant funds prior to March 30, 2024.

Section 4. The City Council appoints the City Manager and/or designee as agent of the City Council to conduct all negotiations, execute and submit all documents

including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED this 15th day of February, 2022.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR CITY CLERK'S OFFICE

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022- __ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 15th day of February, 2022, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 15th day of February, 2022.

Brenda Green, City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR
CITY FOREST RENEWAL 2.0**

The following Memorandum of Understanding (“MOU”) is between the California Urban Forests Council (“CaUFC”), West Coast Arborists, Inc. (“WCA, Inc.”) and the City of Costa Mesa (“City”), in reference to the City Forest Renewal 2.0 (“CFR 2.0”) project. For reference purposes, the CaUFC, WCA, Inc., and City shall be referred to individually as a “Party” and collectively as the “Parties.” This MOU shall become effective on the last date signed by the Parties.

CFR 2.0

The CFR 2.0 project is an Invest From the Ground Up Campaign under the CaUFC. The CaUFC has partnered with WCA, Inc. and cities throughout Southern California to improve the long-term health of their urban forests. CFR 2.0 is funded through CAL FIRE’s Urban Forest and Community Grant. CFR 2.0 will remove trees that are diseased, declining, posing a risk to human health, and/or are dead. Any tree removed will be replaced with two more trees planted by the City. We will also be working with our partner cities to improve the management of their urban forest.

Interested Parties

The CaUFC, WCA, Inc., and the City agree to work cooperatively on the CFR 2.0 project and the associated deliverables to honor the CaUFC contract agreement with the California Department of Forestry and Fire Protection (CAL FIRE). WCA, Inc. is contracted by CaUFC for completion of the CFR 2.0 project. WCA, Inc. project responsibilities include program management, assisting with policy improvement, and tree removal activities.

For purposes of this MOU, there are three major contributors to this process: Nancy Hughes representing CaUFC, Linda Mendez representing WCA, Inc., and Robert Ryan representing the City.

Duties and Responsibilities

CaUFC, WCA, Inc., and the City pledge to work together in a spirit of cooperation to complete the work.

All Parties shall comply with all relevant laws and regulations regarding documentation, reporting, use, etc. of any state funds in accordance with applicable state law and furnish administrative assistance services including but not limited to:

1. Adherence to the approved scope of work, below, and set out in the assigned project.
2. Retention of all records for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports, and client information. If additional information is requested, the City agrees to make all records relating to the contract available upon request by CaUFC.

Decision Making

Decisions regarding implementation of the CFR 2.0 project within the City of Costa Mesa will be made by consensus of all Parties when there are proposed changes to the scope of work. Decision-making will be done jointly and in a spirit of cooperation. All decisions that are proposed and/or change the scope of work (verbal, written, or implied) must be agreed upon and authorized in writing by all Parties prior to commencing with the additional work. Otherwise, work can proceed as agreed upon for each party in the scope of work.

Termination

In no event will this MOU be terminated with less than 30 days written notice to the other Parties. Any Party may terminate this MOU at any time, with or without cause, by giving the other Parties thirty (30) days written notice to terminate.

Upon notification that this MOU has been terminated, the City shall immediately stop all work under this MOU on the date and to the extent specified in the written Notice of Termination.

Scope of Work

The scope of work for the CFR 2.0 project is set forth as follows:

- CaUFC will award the City with approximately 100 grant funded tree removals. The grant awarded to CaUFC will pay for the cost of tree removals that meet the grant criteria. Only trees that meet the criteria of being diseased, declining, pose a risk to human health, and/or are dead will be considered.
- The City will provide the locations for 100 trees the City identifies as being diseased, declining, pose a risk to human health, and/or are dead.
- The City will provide a minimum of one picture for each tree location provided for removal. The picture(s) must demonstrate the justification for removal. Picture(s) must be uploaded via ArborAccess to the correct tree site.
- WCA, Inc. must conduct final grant funded tree evaluations based on the locations provided by the City. Should a tree that is evaluated by WCA, Inc. not meet the grant requirements for removal, grant funds will not be used to remove the tree. For a tree to meet grant requirements for removal, it must be diseased, declining, pose a risk to human health, and/or are dead.
- WCA, Inc. will conduct all tree removals funded by this grant in the City at no cost to the City.
- All trees removed and replanted will adhere to ANSI A300 standards.
 - The City understands that the grant does not cover the cost of amended soil or turf replacement.
 - The City understands that where feasible, WCA, Inc. will repurpose wood for greater use.
- WCA, Inc. Street Tree Revival Program will utilize some salvageable urban wood to make products for the City to accept as a donation.
- The City will plant two times the number of trees removed by this grant, or approximately 200 trees, whichever number is greater. It is the responsibility of the City to report the location of the trees and other minimum data attributes for compliance with grant guidelines. All trees will be planted by City of Costa Mesa. The trees planted must adhere to CAL FIRE's grant guidelines and must be of the species agreed upon with WCA, Inc. The City will be responsible for the costs associated with all tree planting required by this grant. The City cannot use other funds from CAL FIRE's Urban and Community Forestry grant program to meet the planting requirements set forth by this MOU.
- The City shall ensure sufficient irrigation to grant-funded trees to maintain optimal health and growth through the establishment period. All tree maintenance is to be performed to the satisfaction of the CAL FIRE Urban Forestry representative.
- The City will add the newly planted trees to their current watering cycle, inventory system and maintenance plans for the trees' lifetime. The City will be responsible for all the costs associated with the trees that are planted for the purposes of this grant. Associated maintenance costs include routine trimming, plant health care, and tree removal.
- The City will provide WCA, Inc. with its current tree maintenance standards, tree related municipal codes, policies, etc. that pertain to current plans of tree care for analysis. The City understands that its tree maintenance policies or lack of, will be reviewed by WCA, Inc. at WCA, Inc.'s cost to identify areas for improved maintenance.
- The City will adopt or modify its policies to represent the California Urban Forests Council's (CaUFC) *Urban Forest Management Plan Template*, where applicable.
- The City staff that oversees the public urban forest will meet with CaUFC and WCA, Inc. a minimum

of four times by March 30, 2023 to discuss its tree maintenance policies, identify areas of improvement, and formulate improvement plans for senior staff and/or City Council to consider.

- The City agrees to provide a facility suitable for an urban forest management related workshop to be conducted by WCA, Inc. for a maximum of three hours. A suitable facility shall include audio and visual capabilities, tables, and chairs for participants to utilize, table for giveaways and refreshments, and parking for vehicles available. A suitable facility shall be large enough to accommodate at least 30 and up to 50 participants.
- The City agrees to help CaUFC and WCA, Inc. circulate educational materials on healthy urban forests, where applicable. The local community group partner will post “Tree Posters” on each tree to be removed as a notice. The project flyer will be created by CaUFC and WCA, Inc., and approved by the City.
- The City agrees to utilize its social media platforms and City newsletter, in a manner and to the extent approved by the City, a minimum of four times to display material relating to the CFR 2.0 project. Material may include tree benefit statistics, links to learn more about the project and urban forestry. WCA, Inc. will create all outreach material and understands that there may be multiple revisions done prior to publishing.
- The City agrees to host a collaborative tree planting event or Arbor Day with assistance from the local community group, WCA, Inc., Western Chapter of the International Society of Arboriculture (WCISA), and CaUFC in the spirit of this grant by March of 2024. The volunteer driven Arbor Day event will have a theme on the benefits of trees and the end of life use, as well as education on pest issues in the urban forest. A portion of the tree plantings as replacements for removals for this grant must be done at this Arbor Day event. At this event, the City will provide CaUFC and WCA, Inc. the opportunity to display a booth and discuss the project with community members.
- The City is responsible for procuring a sign and installing the sign at the location of the Arbor Day tree planting event for the duration of the grant. A California Climate Investments and CAL FIRE approved template will be provided. CaUFC will provide the City the sign template that adheres to the usage of logos outlined in Appendix F of the 2019/2020 CAL FIRE Urban and Community Forestry Procedural Guidelines.
- Should a tree planted by the City die within the grant period, the City is responsible for replanting a tree of similar characteristics to ensure the obligation of the 2 for 1 replacement, and similarly report new tree data on trees as they are replaced.
- Grant funded tree removals by WCA, Inc. will not be performed until the City is able to provide streets/parks, species, and a start date for when the replacement trees will be planted.
- WCA, Inc. will host Urban Wood Open Houses in the Street Tree Revival Shop at their Anaheim offices, for local community groups, students, and volunteers throughout the grant period in compliance with COVID-19 restrictions.
- Depending on COVID-19 local public health restrictions and regulations of the City, the public events such as workshops, trainings, and volunteer tree planting events could be changed to meet those requirements.
- Any required reports or paperwork from City partners must be submitted by February 29, 2024, at the latest.

Timeline

- The grant period is from September 1, 2020 to March 30, 2024.

All parties agree that the CFR 2.0 project will be completed by March 30, 2024, though periodic benchmarks may be set through the scope of work to support on-time project completion.

Relationship of Parties

Each Party acknowledges and agrees that it is an independent entity from, and not an employee or agent of, any other Party of this MOU.

Volunteer Indemnification

All volunteers shall sign the program's volunteer liability waiver prior to participating in any events associated with the CFR 2.0 project.

Indemnification of City

To the full extent permitted by law, CaUFC and WCA, Inc. each agree to indemnify, defend and hold harmless the City, its officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work described in this MOU, operations or activities provided herein by CaUFC and/or WCA, Inc., or their officers, employees, agents, subconsultants, or invitees, or any individual or entity for which CaUFC and WCA, Inc. is legally liable, or arising from CaUFC's and/or WCA, Inc.'s reckless or willful misconduct, or arising from CaUFC's and WCA, Inc.'s negligent performance of or failure to perform any term, provision, covenant or condition of this MOU, and in connection therewith:

(a) CaUFC and WCA, Inc. will defend any action or actions filed in connection with any of said claims or liabilities, with counsel chosen by City, and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) CaUFC and WCA, Inc. will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of CaUFC and/or WCA, Inc. hereunder; and CaUFC and WCA, Inc. agree to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CaUFC and/or WCA, Inc. for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work described in this MOU, operation or activities of provided herein by CaUFC and/or WCA, Inc., CaUFC and WCA, Inc. agree to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Assumption of Risk

CaUFC and WCA, Inc. assumes no liability or responsibility for any personal property of the City or of its staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CFR 2.0 project, during the term of this MOU. The City assumes no liability or responsibility for any personal property related to the CaUFC and WCA, Inc., or of their staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CFR 2.0 project, during the term of this MOU. CaUFC certifies that it has reviewed and agreed to the terms of this MOU.

Insurance

Prior to undertaking performance of work under this MOU, WCA, Inc., shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- A. Workers' compensation insurance as required by the State of California. WCA, Inc. 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 WCA, Inc. for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- B. 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. Said policy shall contain a provision that the same cannot be cancelled without at least thirty (30) days prior written notice thereof to the City. The City, its officers, agents, and employees shall be additional named insureds on such policy.
- C. 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. Said policy shall contain a provision that the same cannot be cancelled without at least thirty (30) days prior written notice thereof to the City. The City, its officers, agents, and employees shall be additional named insureds on such policy.
- D. General Provisions. All insurance shall do the following:
 - a. Include City and CaUFC and their elected and appointed officials, employees, and agents as additional insureds with respect to this MOU and the performance of duties in this MOU. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
 - b. Be primary with respect to any insurance or self-insurance programs of the CaUFC and City and their elected and appointed officials, employees, and agents.
 - c. Be evidenced, prior to commencement of services by properly executed policy endorsements in addition to a certificate of insurance.
 - d. No reductions or cancellation in insurance may be made without the written approval of the City's Risk Manager.

Miscellaneous Terms

- A. Severability. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
- B. Governing Law; Venue. The laws of the State of California shall govern this MOU without regard to principles of conflicts of laws. Any action to enforce or interpret this MOU shall be filed in the Superior Court of Orange County, California.
- C. Integration; Amendments. This MOU represents the entire and integrated MOU between CaUFC, WCA, Inc. and the City with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect thereto. This MOU may be modified or amended only by a subsequent written agreement signed by all Parties.

- D. Attorneys' Fees. If a Party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.
- E. Waiver. No waiver of any breach of any covenant or provision of this MOU shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.
- F. No Third-Party Beneficiaries. Nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.
- G. Assignment. No assignment, subletting, or transfer in whole or in part of this MOU shall be made or shall be effective without the prior written consent of the other Parties.
- H. Headings. The headings of the sections and exhibits of this MOU are inserted for convenience only. They do not constitute part of this MOU and are not to be used in its construction.
- I. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of CaUFC and WCA, Inc. shall be personally liable to the City in the event of any default or breach by CaUFC or WCA, Inc. or for any amount which may become due to the City pursuant to this MOU.
- J. Authority. The undersigned expressly represents that he or she is authorized to execute this MOU on behalf of the City and that it meets each of the requirements set forth in the MOU, including but not limited to the insurance and workers compensation requirements.

We the undersigned agree to this Memorandum of Understanding.

Nancy Hughes
Executive Director
California Urban Forests Council

Lori Ann Farrell Harrison
City Manager
City of Costa Mesa

Tim Crothers
Plant Health Care Manager
West Coast Arborists, Inc.

Date Executed

Date Executed

Date Executed



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-560

Meeting Date: 2/15/2022

TITLE:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF FIRE STATION NO. 2

DEPARTMENT: PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to PBK-WLC Architects, 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California, in an amount not to exceed \$730,000 for architectural and engineering design services.
2. Authorize contingency allocation in the amount of \$73,000 for work beyond the Scope of Services.
3. Authorize the City Manager and the City Clerk to execute the PSA (Attachment 1) and any future amendments to the agreement within Council authorized limits.

BACKGROUND:

Fire Station No. 2, located at 800 Baker Street, provides fire protection and emergency response services to the Costa Mesa community. The Fire Department's mission is to prevent the loss of life and property. In addition to responding to fires, Fire Station No. 2 also responds to medical emergencies, motor vehicle accidents, rescue calls, and incidents involving hazardous materials.

For several years, Fire Station No. 2 has undergone maintenance and service issues and requires a complete overhaul and reconstruction. Issues that need to be addressed include electrical and mechanical upgrades; heating, ventilation, and air conditioning improvements; modernization of life-safety fire equipment and communications; improved parking facilities; enhancements to the living quarters; improved landscaping; and structural and architectural advancements that adhere to current building codes and regulations.

The existing building consists of approximately 2,800-square foot Fire Engine room (i.e., apparatus bay / garage) and 3,850-square feet of living space. Fire Station No. 2 has exceeded its useful life and is not compliant with current standards and specifications, underserves current personnel

capacity demands, and does not provide multi-gender accommodations.

Staff has determined that constructing a new Fire Station rather than remodeling the existing facility would be more cost-effective.

ANALYSIS:

The scope of work for this project consists of preparation of complete construction documents for a new Leadership in Energy and Environmental Design (LEED) Gold facility, including conceptual and final design, interior programming, site improvements, soil testing, geotechnical study, hazardous materials testing, architectural, structural, electrical, mechanical, plumbing, and grading design, as well as all necessary calculations and technical support needed during construction. In addition, services include the design of temporary operational and living quarters for fire personnel during construction.

Staff advertised the project for architectural and engineering design services and received six (6) proposals on October 13, 2021. All proposals were reviewed for compliance with the City's Request for Proposals (RFPs), and the consultants were evaluated based on project understanding, depth of experience, technical expertise, and associated factors.

After careful review of all proposals, staff has selected PBK-WLC Architects as the best qualified to perform the work. This firm exhibits a thorough understanding of the project scope and has demonstrated to have the technical ability and expertise with similar projects completed in the Southern California area, including Fire Station No. 1 in Costa Mesa. Staff has determined the proposed cost for consultant services to be reasonable for meeting the City's requirements as listed in the scope of services. The cost for services is competitive and within industry standards for these specialized architectural and engineering services.

ALTERNATIVES:

The alternative would be to reject all proposals, re-advertise, and re-evaluate new proposals. Staff has determined that this will not result in a better outcome and will delay the project.

FISCAL REVIEW:

Funding for the professional services agreement to PBK-WLC Architects is available in the FY 2021-22 Capital Improvement Project (CIP) Fire Station No. 2 Reconstruction Budget (Fund 401 - Capital Improvements Fund) approved by City Council.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

In 2021, the City Council adopted a list of goals and priorities. This project works toward achieving the following City Council goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to PBK-WLC Architects, 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California, in an amount not to exceed \$730,000 for architectural and engineering design services.
2. Authorize contingency allocation in the amount of \$73,000 for work beyond the Scope of Services.
3. Authorize the City Manager and the City Clerk to execute the PSA (Attachment 1) and any future amendments to the agreement within Council authorized limits.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
PBK ARCHITECTS, INC. DBA PBK-WLC ARCHITECTS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PBK ARCHITECTS, INC. a Texas corporation DBA PBK-WLC ARCHITECTS ("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 provide architectural and engineering services in connection with the reconstruction of Fire Station No. 2, 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 Exhibits "A" and "B" 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 City's Request for Proposal, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated herein (the "Fee Schedule"). Consultant's total compensation shall not exceed Seven Hundred Thirty Thousand Dollars (\$730,000.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. When invoicing City for reimbursable expenses as outlined in Exhibit C, Consultant shall provide copies of all relevant invoices, receipts or other documentation as may be reasonably requested by City. 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. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice.

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 agreed upon by City and Consultant. 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, 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 five (5) years, ending on February 14, 2027, 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.

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:

PBK-WLC Architects
8163 Rochester Ave., Suite 100
Rancho Cucamonga, CA 91730
Tel: (909) 238-7030
Attn: Kelley Needham

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5096
Attn: Arash Rahimian

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be

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

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

6.28. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Arash Rahimian
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSAL



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

September 13, 2021

**SUBJECT: FIRE STATION NO. 2:
REQUEST FOR PROPOSAL (RFP) TO PROVIDE PROFESSIONAL
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional architectural and engineering services for the design of Fire Station No. 2. The schedule is as follows:

ENGINEERING SCHEDULE	DATE
1. Mandatory Job Walk	09/21/21
2. Deadline to Submit Requests for Clarification	09/30/21
3. Proposal Due Date	10/13/21
4. City Council Award of Professional Services Agreement	01/04/22
5. Project Kick-off Meeting	01/24/22

Enclosed is the Request for Proposal (RFP) to provide professional services for the subject project. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

A mandatory job walk is scheduled for Tuesday, September 21, 2021, at 10:30 am at Fire Station No. 2 located at 800 Baker Street, Costa Mesa, CA 92626. Access will be granted through the back entrance off of Randolph Avenue.

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for this project is Arash Rahimian, Senior Engineer. All correspondence shall be submitted in writing via Planet Bids. Inquiries submitted other than via Planet Bids will not receive a response.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

No other form of submittal shall be accepted by the City.

FEE PROPOSAL

Fee Proposals shall be submitted in a separate file electronically via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>

Sincerely,

ARASH RAHIMIAN

Arash Rahimian, P.E.
Senior Engineer

FIRE STATION NO. 2 – REQUEST FOR PROPOSAL TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

1. INTRODUCTION

The City of Costa Mesa, California (City) is soliciting a Request for Proposals (RFP) for the selection of an Architectural / Engineering firm for the design of Fire Station No. 2 (the project).

The project will replace the existing Fire Station built in 1966 with a new approximately 8,000 - 9,000 square foot structure located on the site owned by the City at 800 Baker Street, on an approximately 0.8-acre lot.

The City's goal is to have a proposal for the professional services needed to complete this project. If you feel that any items should be added to the scope of work to accomplish this goal, please include a separate description and cost item in your proposal.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **a maximum of 20 pages** (excluding front and back covers, section dividers, resumes, and photographs) and must include the following:

Statement of project understanding containing any suggestions for successful completion of the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner taking into consideration the required meetings noted below.

A fee proposal provided in a separate electronic file.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of members from this department who have acted in the capacity of Project Manager for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently. Interviews may

be conducted at the discretion of the City.

4. FEE PROPOSAL

- A. A separate electronic file containing the fee schedule for the project shall be submitted labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total fee.
- C. The fee schedule shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used. Personnel 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. Travel time and mileage will not be allowed.
- D. Include a \$50,000 allowance for additional tasks requested by the City.
- E. Include a \$20,000 allowance for permit fees and approved reimbursables.
- F. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule that was approved by the City for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee, comprising of City staff and its agents, has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

A sample of the City of Costa Mesa Professional Services Agreement is attached for reference. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers Compensation and Employers' Liability:	\$1,000,000
Professional Liability:	\$1,000,000

Additional and primary insurance endorsements shall include the City of Costa Mesa.

8. SCOPE OF CONSULTANT SERVICES

Fire Station No. 2 shall be a fully equipped and operational turn-key permanent station of approximately 8,000 - 9,000 square feet on approximately 0.8 acres of land. The station shall

be designed and constructed in accordance with the Orange County Fire Authority (OCFA) Fire Station Development Standards.

1. GENERAL SERVICES

The architect shall provide general services designated necessary to assist in the administration of the project and include the design of the temporary living and operational quarters for fire personnel during construction. The architect will serve as the lead consultant in managing the design of the facility. The civil engineering, landscape architecture, dry utility consulting, electrical engineering, mechanical engineering and all other sub-consultants should be included in the various scope items below. This item of work shall include, but not be limited to, all the activities required to coordinate among project disciplines, agencies, sub-consultants, utility companies, adjacent developers and City.

2. PROGRAM CONFIRMATION

The architect shall work closely with the City of Costa Mesa Public Services Department and City of Costa Mesa Fire Department (CMFD) to confirm the design requirements for the proposed project. This shall include, but not be limited to, the following:

- Confirming apparatus capacity and administrative variations – currently anticipate double-wide by double-deep apparatus bay and two offices
- Confirming station headcount – currently anticipate 6-8 bedrooms and 3-4.5 bathrooms
- Confirming operational requirements
- Confirming furniture and fixture requirements and other key elements
- New access to north side of station from Baker Street
- New visitor parking off of Baker Street
- Removal and replacement of all perimeter property walls
- Design of sound mitigation measures along property lines during construction
- Design of temporary living and operational quarters for fire personnel during construction
- Full hazardous materials survey and abatement plan for existing building and site
- External building storage structure
- Existing below grade fuel tank removal and potential soil remediation
- Onsite fueling system with management system
- Emergency generator with storage tank
- Dedicated Fire Traffic Signal upgrades
- Testing and investigation of all existing utility laterals
- Carport and solar panels
- Electric vehicle chargers
- LEED Gold Facility
- Apparatus exhaust extraction system
- Operations alerting system
- Environmental Site Assessment and Environmental Impact Report
- Comprehensive geotechnical study of the entire site

- Dedication plaque and Maltese
- Fire alarm and fire sprinkler design
- One or two story building, with or without an elevator
- Meeting minutes during design
- Web based file sharing site for the duration of design and construction

3. ENTITLEMENT

Architect shall provide all services necessary to submit documents to the appropriate governing agencies for review and architect shall obtain all approvals necessary to construct the project.

4. SITE DESIGN

This item of work shall include visually surveying site to establish constraints and opportunities including landmarks, adjacent uses, site edges, views and orientation, site topography, circulation systems and streetscape.

Architect shall coordinate and confirm with his sub-consultants the engineering design constraints, including but not limited to, the following:

- Existing and future infrastructure
- Soil conditions
- Environmental conditions and remediation
- Topography
- Zoning requirements
- Drainage systems
- Future adjacent uses
- On-site and off-site uses
- Utilities

Architect shall coordinate and develop a site plan to confirm the following:

- Apparatus circulation
- Visitor and shift parking / traffic circulation
- Secured ingress / egress
- Outdoor dining space
- Station image
- Relationships to adjacent uses
- Services / deliveries
- Fuel storage and dispensing
- Temporary housing during construction
- Temporary Emergency Equipment Enclosures for the duration of construction

5. SCHEMATIC DESIGN

This item of work shall include preparing schematic design documents. Three dimensional color renderings of various alternatives for proposed building exteriors

shall be provided for review and selection by the City. Documents shall consist of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, mechanical, electrical systems, materials and such other elements as may be appropriate and as described in general as follows:

A. ARCHITECTURAL DESIGN / DOCUMENTATION

The architectural design and documentation shall include a demolition plan, site plan, building plan, building sections and elevations, building systems / materials selection, dimensions / areas, and site wall elevations.

B. STRUCTURAL DESIGN

The structural design shall be per essential facilities requirements.

C. ELECTRICAL DESIGN

The electrical design shall include, but not be limited to, power service and distribution, lighting, fire detection and alarm, smoke detection, operations alerting system, and emergency power requirements.

D. MECHANICAL DESIGN

The mechanical design shall include, but not be limited, to heating, ventilating, air conditioning, dehumidification, plumbing, apparatus exhaust extraction system, fire protection, and fire sprinkler design.

E. PLUMBING

The plumbing design shall include but no be limited to, the complete water, sewer, gas, fire sprinkler and all other plumbing systems for the project.

F. FIRE PROTECTION / SPRINKLER SYSTEM

The fire sprinkler and smoke detection system design and installation for the fire station shall comply with the CMFD regulations and National Fire Protection Association (NFPA) standards. The entire station shall be protected by an automatic-monitored fire sprinkler system.

G. INTERIOR DESIGN

Architect shall provide interior design for the project including an itemized Furniture, Fixtures, & Equipment (FF&E) list with responsibilities for the general contractor.

6. DESIGN DEVELOPMENT SERVICES

The architect shall prepare from the approved schematic design documents, the design development documents consisting of site and floor plans, furniture plans, exterior elevations and building sections with the necessary structural, mechanical and

related systems and outline specifications necessary to fix and define the character of the project and indicate the materials to be used. The design development documents, when approved in writing, may form the basis for the construction documents.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Demolition Plan
- Hazardous materials study and abatement plan
- Site plan
- Building Plan
- Section elevations
- Site Wall elevations
- Building Systems / materials selection
- Dimensions / Areas

B. STRUCTURAL DESIGN / DOCUMENTATION

Structural design / documentation services during design development phase consist of design regarding basic structural materials and systems, analyses and development of conceptual design solutions for gravity and lateral design loads.

C. CIVIL DESIGN / DOCUMENTATION

Civil design / documentation services during design development phase consist of topographic survey of the entire property and adjoining streets, grading, utilities, storm drain, Americans with Disabilities Act (ADA) path of travel, and striping. A comprehensive geotechnical study shall be completed for the entire project site.

D. LANDSCAPE DESIGN / DOCUMENTATION

Landscape design / documentation services during design development phase consisting of plant palettes, landscaping limits, irrigation and smart controller.

E. MECHANICAL AND PLUMBING DESIGN/DOCUMENTATION

Mechanical and plumbing design / documentation service during the design development phase consisting of consideration of alternate materials, split system HVAC, and plumbing.

- Energy conservation
- Heating and Ventilating
- Air Conditioning
- Plumbing
- Fire Protection / Fire Sprinkler Drawings
- Special Maintenance Systems
- General Space Requirements
- Apparatus exhaust extraction system

F. ELECTRICAL DESIGN / DOCUMENTATION

Electrical design/documentation during the design development phases consisting of materials, systems, and equipment.

- Power Service and distribution
- Lighting design
- Telephones / data distribution
- Internet and Ethernet infrastructure and connections
- Fire detection and alarms
- General space requirements
- Operations alerting system
- Smoke detection system

G. MATERIALS RESEARCH / SPECIFICATIONS

- Identification of potential architectural and interior finish materials, systems and equipment, and their criteria and quality standards consistent with the conceptual design
- Coordination of similar activities of other disciplines

H. INTERIOR DESIGN / DOCUMENTATION

Interior Design / Documentation services during the design development phases consisting of solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- Building interior design elements
- Preliminary building equipment areas
- Space allocation and utilization plans to review functional relationships
- Placement of major FF&E items

I. TELECOMMUNICATIONS

Refer to CMFD for telecommunications requirements for each room of the fire station.

7. CONSTRUCTION DRAWINGS AND DOCUMENT SERVICES

Based on the approved design development documents, the architect shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done and materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, as well as the site work and landscaping. Construction drawings and specifications shall be signed and stamped by the licensed architect and sub-consultants in their respective specialties. Architect shall conduct in-house constructability reviews as well as retain the services of a third-party to conduct one additional constructability review.

A. ARCHITECTURAL DESIGN / DOCUMENTATION

- Review design development
- Demolition Plans
- Site plan and details
- Building plans
- Enlarged plans
- Sections / elevations
- Building systems / material selection
- Details
- Dimensions / permit related areas
- Cost estimates
- Design of temporary living and operational quarters for fire personnel during construction

B. TRAFFIC PRE-EMPTION DESIGN / DOCUMENTATION

- Coordinate with the CMFD to determine the desired phasing of the pre-emption system
- Prepare traffic signal pre-emption plan in coordination with Civil Engineer
- Coordinate with the Public Services Department's Transportation Services Division

C. STRUCTURAL DESIGN / DOCUMENTATION

- Prepare structural system documents

D. CIVIL DESIGN / DOCUMENTATION

- Grading plan
- Utility plan
- Striping plan
- Water Quality Management Plan

E. LANDSCAPE DESIGN / DOCUMENTATION

- Landscape plan
- Irrigation plan

F. MECHANICAL DESIGN / DOCUMENTATION

- Prepare Title 24 Energy calculations
- Documentation for HVAC, including units, drops and mechanical system distribution
- Prepare building plumbing documents
- Prepare fire protection system documents (fire sprinkler drawings)

G. ELECTRICAL DESIGN

- Prepare electrical system documents
- Prepare Title 24 lighting calculations

H. MATERIALS RESEARCH/SPECIFICATIONS

- Preparation of specifications
- Compilation of project manual

I. INTERIOR DESIGN

- Interior Plans
- Reflected Ceiling Plans
- Interior Elevations
- Details and Sections
- Millwork
- FF&E

J. SIGNAGE / GRAPHIC DESIGN

- Design of site identity and building signage
- Construction Document Signage
- Interior Signage
- Station monument sign

8. BIDDING AND CONSTRUCTION SUPPORT

Attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architect's Estimate. Attend two pre-bid meetings and provide full size exhibits for use in the pre-bid meeting presentations. During bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, and technical specifications as required. During the construction phase, the architect and his sub-consultants shall review / approve submittals and respond to contractor's Requests for Information (RFIs), provide review and input on contractor change order requests, attend weekly construction progress meetings, and prepare final as-builts.

9. COST ESTIMATES

The architect shall provide detailed cost estimates for three alternatives during the schematic design phase, one cost estimate during the design development phase, and two construction cost estimates based on a material take-off from the construction documents at stages identified by the City.

10. MEETINGS

The architect will be required to attend meetings and make presentations with the City and Fire Department, and attend public hearings during the project duration. The architect shall include hours for all necessary project meetings, including but not limited to the following meetings / presentations: two City Council Meetings, two Planning Commission Meetings, two Parks and Community Services Commission Meetings, three public outreach Community Meetings, design progress meetings, and weekly construction progress meetings for an anticipated construction duration of 1.5 years.

11. PROCESSING OF PLANS AND PERMITS

The architect shall process the construction documents with the City of Costa Mesa Building Division, answer plan check comments, and if necessary, revise construction documents and obtain all the required permits from the Building Division, Fire Department, utility agencies, regulatory, and environmental agencies.

12. LEED Gold Certification

The architect shall provide the commissioning agent and prepare and process all documents required to obtain a LEED Gold Certification.

9. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

10. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and / or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa will become the property of the City.

11. SUMMARY

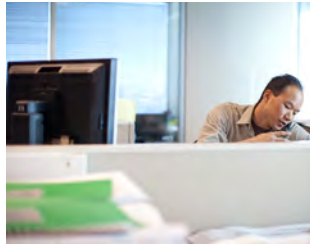
The City appreciates your firm's participation, and the intent of this RFP is to establish the minimum consultant services required. If you feel that any items should be added to the scope of work, please include a separate description and cost item in your proposal. Prior to awarding a contract, all insurance documents must be submitted and approved.

EXHIBIT B
CONSULTANT'S PROPOSAL

Fire Station 2
City of Costa Mesa
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES







October 13, 2021

Mr. Arash Rahimian
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Re: Proposal for Architectural and Engineering Services
Fire Station 2
City of Costa Mesa

Dear Mr. Rahimian,

On behalf of PBK-WLC Architects and our entire consulting team, thank you for the opportunity to submit our proposal for the City of Costa Mesa's new fire station project. As you may already be aware, our firm specializes in the planning and design of public safety and essential service facilities. We have designed over 200 such facilities, each of which is specifically tailored to the unique requirements of the fire department and the communities they serve. Having recently completed Costa Mesa Fire Station 1 and having extensive knowledge of the design requirements of the Orange County Fire Authority, we believe our experience makes us uniquely qualified for your new station.

I will be the Principal-in-Charge of the project and will be the main point of contact from design through construction. All work will be completed in a combined effort between our offices in Rancho Cucamonga and Costa Mesa.

Thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time. We look forward to continuing our relationship with the City of Costa Mesa.

Very truly yours,

KELLEY NEEDHAM, AIA
Managing Partner, CFO
kelley@pbk-wlc.com
Cell: (909) 238-7030





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Our Firm

ESTABLISHED IN 1974 | BASED IN RANCHO CUCAMONGA, CA



A. INTRODUCTION

WLC Architects, Inc. is a 91 person architectural firm located in Rancho Cucamonga, California. The firm was started in 1974 and was originally known as Wolff/Lang/Christopher Architects. Over time, the firm came to be known simply as WLC. Our work is divided for the most part into educational and public works projects. Since we completed our first public facility over 40 years ago, we have strived to become experts in the areas of fire, police, municipal, and community facilities throughout California. We have designed hundreds of public facilities, each

of which is specifically tailored to the unique requirements of the communities they serve. As department needs have changed, so has WLC. We have expanded our expertise to include drill towers and training facilities, vehicle maintenance, dispatch centers, and emergency operations centers. WLC is proud to be considered one of the leaders in the design of municipal and civic facilities.

B. BETTER TOGETHER

In October 2020, WLC Architects merged with PBK Architects to form PBK-WLC. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 20 offices nationwide and over 550 design professionals, PBK-WLC is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.



RANCHO CUCAMONGA

8163 Rochester Avenue, Suite 100
 Rancho Cucamonga, CA 91730
 909.987.0909

COSTA MESA

600 Anton Boulevard, Suite 1375
 Costa Mesa, CA 92626
 949.548.5000

SAN DIEGO

11455 El Camino Real, Suite 480
 San Diego, CA 92130
 619.695.0400

SAN LUIS OBISPO

1327 Archer Street, Suite 110
 San Luis Obispo, CA 93401
 805.329.3076

VENTURA COUNTY

2751 Park View Court, Suite 251
 Oxnard, CA 93036
 805.947.3200

BERKELEY

2600 Tenth Street, Suite 700
 Berkeley, CA 94710
 510.450.1999

FOLSOM

1110 Iron Point Road, Suite 200
 Folsom, CA 95630
 916.355.9922

FRESNO

7790 North Palm Avenue, Suite 300
 Fresno, CA 93711
 559.448.8400

SACRAMENTO

2520 Venture Oaks, Suite 440
 Sacramento, CA 95833
 916.682.9494

PRESENT FIRM SIZE | 550 PERSONNEL

POSITION	FIRM WIDE	CALIFORNIA
Architects	98	30
Engineers	85	35
Designers	35	25
Construction Administration	12	3
Other & Facilities	165	72
Specifications	10	5
Roofing/Facilities	35	5
Admin/Corporate	75	50
Field Representatives	35	25
TOTAL	550	250

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK-WLC provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

CURRENT WORKLOAD

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in a combined effort between our offices in Rancho Cucamonga and Costa Mesa.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. 909.483.4301

Mr. Scott Maxwell, Swenson Corporation. 909.989.5867

Ms. Norah L. Small, Dealey, Renton & Associates. 626.696.1895

INSURANCE

A general liability insurance policy with a minimum coverage limit of \$2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of \$2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.

Experience

With over 40 years of experience, PBK-WLC is a leader in the field of essential service facilities. Our work has been recognized at state and national levels by the American Institute of Architects, International Association of Fire Chiefs, International Association of Police Chiefs, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society. Stations in **RED** were completed for the OCFA.

A. PUBLIC SAFETY

FIRE STATIONS

- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- **Sendero Ranch Fire Station 56**
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- San Diego Fire Station 45
- Ontario Fire Station 9
- Vernon Fire Station 4
- **Tustin Fire Station 37**
- Los Angeles Fire Station 39
- Los Angeles Fire Station 7
- Carlsbad Fire Station 3
- Bonsall Fire Station 5
- Hesperia Fire Station 301
- Mecca Fire Station 40
- Simi Valley Fire Station 47
- Fontana Fire Station 71
- Rialto Fire Station 202
- **Cypress Fire Station 17**
- Chino Fire Station 1
- Chino Fire Station 7
- Scottsdale Fire Station 8
- San Mateo Fire Station 23
- **Stanton Fire Station 46**
- Scottsdale Fire Station 1
- LAX - ARFF Station 80
- San Jose Fire Station 2
- Fremont Fire Station 11
- Escondido Fire & Police HQ
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Culver City Fire Station 3
- Los Angeles Fire Station 81
- Thousand Palms Fire Station 35
- Indio Fire Station 5
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Anaheim Fire Station 11
- **Lake Forest Fire Station 19**
- American Canyon Fire & Police
- Atwater Fire Station 2/Police
- Fremont Fire Station 8
- Chino Fire Station 63
- **Dana Point Fire Station 29**
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Merced Fire Station 55
- Rancho Cucamonga Fire Station 173
- San Bernardino Fire Station 232
- Norco Fire Station 47
- Gilroy Fire Station 3
- La Quinta Fire Station 93
- Avalon Fire Station 1
- Rancho Cucamonga Fire Station 6
- Corona Fire Station 7
- Clovis Police and Fire Facility
- Santa Monica Fire Station 2
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 62
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Arcadia Fire Station 2
- Fontana Fire Station 77
- Culver City Headquarters Fire Station 1
- Fontana Fire Station 74
- Rancho Cucamonga Fire Station 5

ARFF STATIONS

- Los Angeles International Airport, ARFF Station 80
- **John Wayne Airport, ARFF Station 33**
- Portland International Airport, ARFF Station 89

TRAINING FACILITIES

- Ontario Training Center
- Culver City Training Center
- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Services Training Facility

REMODELS

- Newport Beach Fire Station 3
- Chino Headquarters Facility
- Chino Fire Station 6
- Oceanside Police Evidence Facility
- Orange Fire Station 2
- Newport Beach Police Facility
- Monterey Park Fire Station 61
- Pasadena Fire Station 39
- Pasadena Fire Station 32
- North Net Fire Training Center
- Anaheim Fire Station 8
- El Cajon Fire Station 7
- Norco Fire Station 21
- Ontario Fire Stations 2
- Ontario Fire Stations 3
- Ontario Fire Stations 4
- Ontario Fire Stations 5
- Hesperia Fire Station 304
- Los Angeles Fire Station 89
- Rancho Cucamonga Fire Stations 1
- Rancho Cucamonga Fire Station 2
- Rancho Cucamonga Fire Station 4
- Rancho Cucamonga Fire Station 5
- Rancho Cucamonga Maintenance Facility

B. SUSTAINABLE DESIGN

PBK-WLC is a member of the United States Green Building Council (USGBC), and has participated with the USGBC's Leadership in Energy and Environmental Design (LEED) program on a variety of projects. Twenty-two members of the firm are LEED Certified Green Building Professionals.

PROJECT NAME	LEED LEVEL
Costa Mesa Fire Station 1	Gold
American Honda Distribution Center	Gold
Glendale Pacific Park Aquatic Center	Gold
Glendale Water & Power Stores Building	Silver
Glendale Water & Power Training Building	Silver
Haskett Public Library	Certified
Laney College Student Center	Gold
Pocket Greenhaven Library	Silver
Merritt College Allied Health Center	Gold
WLC Rancho Office	Gold
WLC Berkeley Office	Silver
Los Angeles Fire Station No. 7	Silver
Los Angeles Fire Station No. 39	Silver
Cathedral City Fire Station 411	Silver
Chino Fire Station 1	Silver
Chino Training Center	Silver
Chino Fire Station 7	Silver
CSU San Marcos Public Safety Building	Gold
Fremont Fire Station 2	Silver
Fremont Fire Station 6	Certified
Fremont Fire Station 11	Gold
LAX ARFF Station 80	Gold
Napa County Sheriff	Gold
San Diego Fire Station 45	Silver
San Marcos Fire Station 4	Gold
San Mateo Fire Station 23	Silver
Scottsdale Fire Station 1	Platinum
Scottsdale Fire Station 8	Platinum
Tustin Fire Station 37	Certified
Valley Recruit Training and Fire Station 81	Silver

C. RECENT PROJECTS

The following pages provide some additional information on specific projects in progress or recently completed by our firm:



Fire Station 5

Escondido, CA

Project Cost: \$6,649,446

Square Footage: 8,313

Completion Date: October 2020

Contact:

Mr. Nathan Complin

Project Executive

Erickson-Hall Construction Company

(760) 801-4284

ncomplin@ericksonhall.com

Project Description:

Fire Station 5 is a new 8,313 sf facility built for the Rancho Santa Fe Fire Protection District. Located in the Harmony Grove Village, the station is intended to be an integral part of the new master planned community. The single story station is designed to accommodate 5 fire fighters in an individual dorm setting. Other station features include a 3-bay apparatus room, administrative offices, kitchen, dining room, exercise room, and the various support spaces required for a facility of this type. The station also features a large meeting room for use in training or community events. Site features include secured fire fighter parking, on-site fueling, emergency generator, hose drying rack, and artificial turf. The station was designed to reflect the rural aesthetic adopted by the Harmony Grove Residential Development. Plaster and cementitious wood siding are used in varying amounts to help distribute the overall building massing.



Fire Station 5/Library

Newport Beach, CA

Project Cost: \$6,389,186

Square Footage: 10,314

Completion Date: September 2019

Contact:

Mr. Jim Boland

Captain

Newport Beach Fire Department

(714) 915-4896

jboland@nbfed.net

Project Description:

Faced with the need to replace two aging facilities on adjacent sites, the City of Newport Beach opted to combine two distinct building types into a single facility. Known affectionately as "The Fibrary," the project combines Fire Station 5 and the branch library for Corona Del Mar. Located at the edge of a small scale residential area, both the fire station and library were considered essential by members of the community. Through a series of community workshops and informational presentations, we were able to work through the distinct issues that come with a combined facility of this type. The fire station features a 2-bay, single-deep apparatus room with drive-through capability and individual dormitories for a crew of six. Other areas include administrative offices, kitchen and dining room, exercise room, and the various support spaces required for a facility of this type. The library portion of the facility includes areas for children, teens, and adults. Both traditional and casual furniture are combined to create an open flow between the different areas. Other areas include a staff work room, storage, and public restrooms. The work of a local artist, Rex Brandt, was incorporated into selected areas of the interior to further combine the different areas.



Fire Station 3

Carlsbad, CA

Project Cost: \$5,437,000

Square Footage: 11,311

Completion Date: January 2016

Contact:

Mr. Mike Lopez
Deputy Fire Chief
Murrieta Fire & Rescue
(760) 212-2569
mlopez@murrietaca.gov

Project Description:

Fire Station 3 is a new 11,311 sf facility built by the City of Carlsbad. The site is located adjacent to a future park in a predominantly residential area. The Station is designed to accommodate eight fire fighters in an individual dormitory setting. Other Station features include a 3-bay, double-deep apparatus room, administrative offices, kitchen, dining room, day room, physical training room, and the various support spaces required for a facility of this type. A prominent interior feature is a two-story lobby space which includes enlarged historical fire department images as well as a demonstration fire pole. The pole is accessible through a hidden mezzanine area and can be easily accessed by fire fighters for school tours and special demonstrations. Site features include visitor parking, secured fire fighter parking, sand pit, covered patio, and an exercise station. The station is designed using a combination of plaster, brick, and pre-cast concrete. The design intent was to create a Station that was not only civic in nature but included the more traditional elements requested by the Fire Department.



Fire Station 56

Rancho Mission Viejo, CA

Project Cost: \$4,500,000

Square Footage: 9,543

Completion Date: July 2015

Contact:

Mr. Chris DeCoursey
Construction Manager
Orange County Fire Authority
(714) 573-6473
chrisdecoursey@ocfa.org

Project Description:

The new Fire Station 56 sits on a one-acre site located in the Sendero Ranch Residential Village. To match the style of the development, the station was designed in an architectural style that has come to be associated with the modernist architect Irving Gill. The station features a three-bay, double-deep apparatus room, administrative office areas, kitchen, dining room, day room, physical training room, eight person dormitory, shop, medical supply storage, and the various support spaces required for a facility of this type. Site features include secured fire fighter parking, fuel station, emergency generator and an open patio area. The project was completed utilizing the design-build project delivery method in conjunction with Erickson-Hall Construction Co.

Fire Station 1

Costa Mesa, CA

Project Cost: \$6,867,000

Square Footage: 11,675

Completion Date: July 2018

Contact:

Mr. Jason Pyle

Division Chief

Costa Mesa Fire Department

(714) 754-5069

jason.pyle@costamesaca.gov





Key Personnel

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of public safety facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management.

A. PBK-WLC TEAM

KELLEY NEEDHAM, Principal-In-Charge

Mr. Needham is a Principal of the firm and will serve as the Project Architect for all phases of the project. Mr. Needham will be the main project contact and shall provide the special expertise related to Fire Station design. Mr. Needham will be working closely with the City and Fire Department staff, as well as coordinating the efforts required of our consulting team.

BERNHARD WASSINK, Project Manager

Mr. Wassink will serve as Project Manager and will be primarily responsible for the layout and design of the project. Mr. Wassink will also be responsible to ensure all programmatic and code requirements are met. During the design phase, Mr. Wassink will be responsible for producing design presentations and other visual communication materials. Mr. Wassink will coordinate the preparation of the final construction documents and provide administrative support throughout the entire construction process.

FRANK CUOMO, Quality/Cost Assurance

Mr. Cuomo has been with the firm since 1985 and serves as our Quality Assurance/Cost Coordinator. Mr. Cuomo oversees the entire office's work in the areas of specifications, cost and quality control. He stays abreast of all recent governmental changes and product updates. Most importantly he updates WLC's Contract Document Checklist. This comprehensive document is used by the design team and our consultants to ensure a thorough review of your project prior to the start of construction.





B. CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

civTEC
999 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
(949) 463-8822

GEOTECHNICAL/SOILS

Leighton Consulting, Inc.
10532 Acacia Street, Suite B6
Rancho Cucamonga, CA 91730
(909) 484-2205

SUSTAINABILITY

Ecotype Consulting, Inc.
1000 New York Street, #107
Redlands, CA 92374
(909) 307-8987

STRUCTURAL ENGINEERING

R.M. Byrd and Associates, Inc.
1047 West Sixth Street, Suite A
Ontario, CA 91762
(909) 983-5599

FURNITURE

G/M Business Interiors
1099 West La Cadena Drive
Riverside, CA 92501
(800) 686-6583

HARDWARE

Architectural Hardware Services
150 East Meda Avenue, Suite 240
Glendora, CA 91741
(626) 852-8802

MECHANICAL ENGINEERING

Pocock Design Solutions
14451 Chambers Road #210
Tustin, CA 92780
(949) 417-3903

TRAFFIC ENGINEERING

KOA Corporation
2141 West Orangewood Avenue
Orange, CA 92868
(714) 573-0317

CONSTRUCTABILITY

STK Architecture, Inc.
42095 Zevo Drive, Suite A15
Temecula, CA 92590
(951) 296-9110

ELECTRICAL ENGINEERING

A&F Engineering Group, Inc.
9320 Baseline Road, Suite C
Alta Loma, CA 91701
(909) 941-3008

HAZARDOUS ASSESSMENT

Masek Consulting
23478 Sandstone Street
Mission Viejo, CA 92692
(949) 581-8503

UTILITY SURVEYS

C Below
14280 Euclid Avenue
Chino, CA 91710
(888) 902-3569

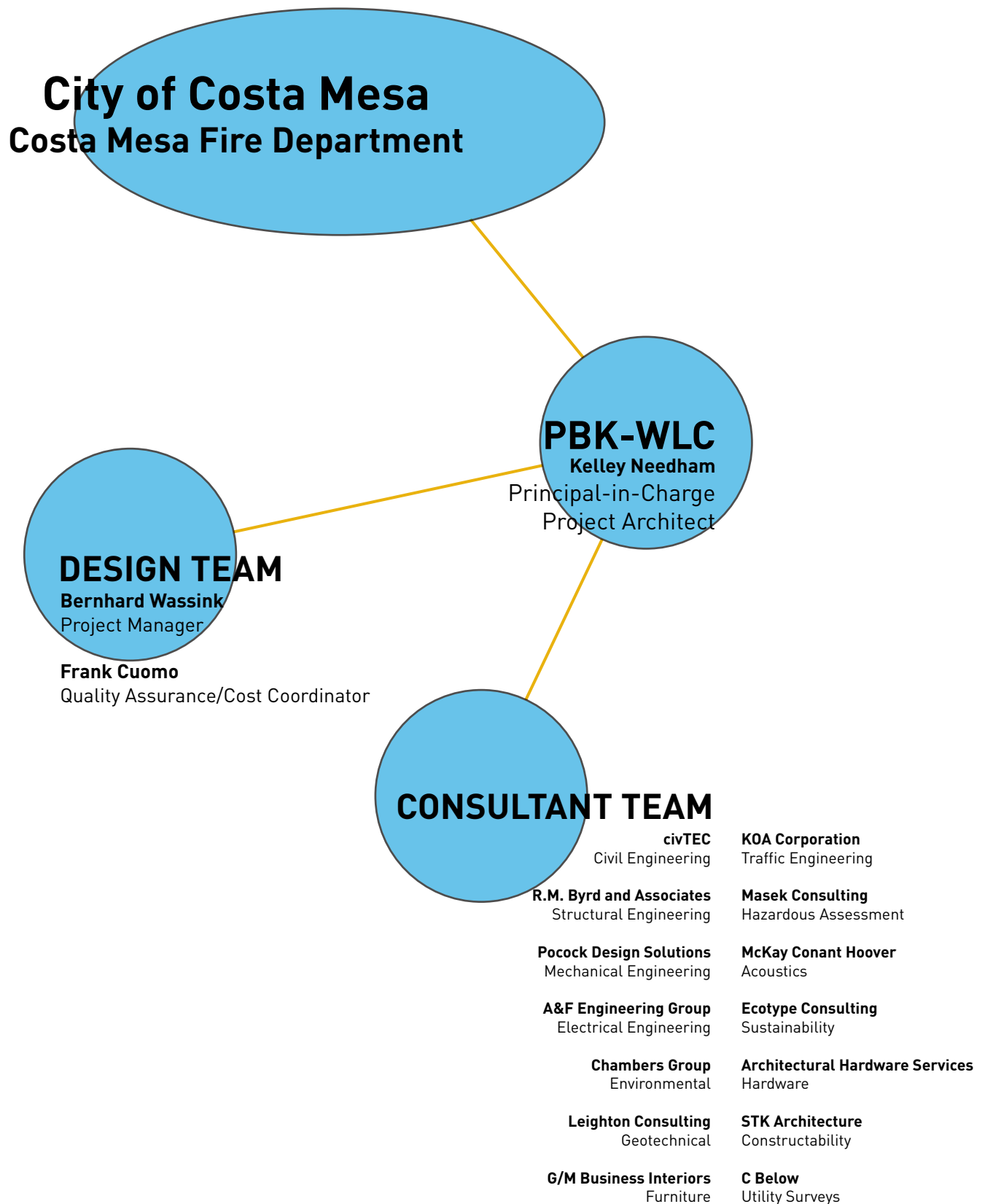
ENVIRONMENTAL

Chambers Group, Inc.
5 Hutton Centre Drive, Suite 750
Santa Ana, CA 92707
(949) 261-5414

ACOUSTICS

McKay Conant Hoover, Inc.
5655 Lindero Canyon Road, Suite 325
Westlake Village, CA 91362
(818) 991-9300

C. ORGANIZATION CHART





Project Approach

A. UNDERSTANDING

It is our understanding that the City of Costa Mesa would like to demolish and reconstruct Fire Station 2 on the same site. Originally constructed in 1966, the building no longer meets the functional requirements of a fire station. In addition to the new station, a new site plan will be developed and we anticipate revisions to the signalization along Baker Street. It is understood that a temporary facility will need to be constructed on site for use by the Fire Department during construction.

B. DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Kelley Needham, AIA. The Principal-in-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

C. SCOPE OF WORK

In addition to the items listed in the RFP, the following is a list of the basic tasks and deliverables anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

1. SCHEMATIC DESIGN PHASE

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

a. Master Site Plan

A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

b. Preliminary Landscape Plan

A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant,

low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

c. Preliminary Floor Plans

A preliminary floor plan of each level for every structure proposed shall be prepared.

d. Exterior Elevations

Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

e. Schematic Design Opinion of Cost

A preliminary opinion of construction costs shall be prepared and included with the summary report.

f. Project Schedule

A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

2. DESIGN DEVELOPMENT PHASE

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed

project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

a. Design Development Plans

Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, and electrical design features.

b. Outline Specifications

Outline specifications shall be prepared in order to identify and define the materials and system components selected for the project. Outline specifications shall be prepared in summary outline form based on CSI format.

c. Basis of Design

A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

d. Building Code Analysis

Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/number of exits required.

e. Design Development Opinion of Cost

An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as reflected by the design development documents.

f. Project Schedule

An updated project schedule shall be prepared and submitted.

3. CONSTRUCTION DOCUMENT PHASE

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural

and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

- 1) Architectural
- 2) Civil Engineering
- 3) Structural Engineering
- 4) Mechanical Engineering
- 5) Electrical Engineering
- 6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:



a. Construction Drawings

Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

b. Project Manual

A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.

c. Final Design Calculations

Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

d. Opinion of Cost

A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

e. Final Plan Check

All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

4. BIDDING PHASE

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining

competitive bids for the proposed project. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, request for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

a. Bidding Procedures and Administration

The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

b. Evaluation of Bid Proposals

Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

c. Notice to Award Construction Contract

Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.

5. CONSTRUCTION ADMINISTRATION PHASE

The Architect shall attend job site meetings at weekly intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal

requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

a. Preconstruction Conference

A preconstruction conference shall be attended by the Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the Fire Department, the Architect, the Contractor, and all major subcontractors.

b. Job Site Meetings

Job site meetings at weekly intervals shall be scheduled and attended by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored.

c. Submittal and Shop Drawing Review

The Architect shall review all required shop drawings and related submittals as required by the contract documents.

d. Project Closeout

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

e. Record Documents

A set of final record documents will be created from the Contractor's as-built drawings.

D. SITE SPECIFIC SERVICES

The following items are not typically found in the basic scope of architectural services. Based on the specifics of your site and our experience with projects of this type, we believe the following additional services will also be required:

a. Topographical Survey

A complete topographical and boundary survey shall be furnished by the design team. The size, area, and overall configuration of the site area shall be accurately defined noting all existing conditions, improvements, utilities, and adjacent relationships.

b. Geotechnical Investigation

A geotechnical investigation shall be furnished by the design team. The soils report shall be reviewed in order to determine existing soils conditions, soils characteristics, water table relationship to known seismic faults, and overall soils suitability for the proposed project. Specific recommendations shall be made for soils preparation related to the construction of footings, foundations, slabs, and various pavement sections.

c. Storm Water Pollution Prevention Plan

Prepare a storm water pollution prevention plan (SWPPP) and electronically file a notice of intent (NOI) with the SWRCB SMARTS website in order to obtain a WDID number.

d. Environmental Planning

The design team will prepare all reports and documents pursuant to the requirements of the California Environmental Quality Act (CEQA) and any adopted CEQA procedures.

e. LEED Certification

The project will be designed in accordance with LEED building design and construction version 4.

f. Traffic Engineering

Prepare traffic signal plans for modifications required on Baker Street.

g. Commissioning

Provide commissioning services to verify that systems and components installed are performing as intended.

h. Utility Survey

A survey and video investigation will be made of the existing utility infrastructure. A condition report will be prepared along with any mitigation recommendations.

i. Soil Remediation

A work plan for UST investigation and removal will be prepared for inclusion in the construction documents. Sampling during removal will be conducted and a final report prepared.

j. Acoustical Analysis

An acoustical study will be conducted on site to determine existing conditions. Potential construction noise will be assessed and mitigation recommendations will be prepared.



Schedule

A. PRELIMINARY SCHEDULE

The following schedule represents an estimated timeline of events for your new project. We have tried to list as many of the main events known to us that are typical for a project of this type. We have assumed a preliminary start date of January 2022. If selected as your Architect, one of our first tasks will be to develop a comprehensive, overall project schedule.

Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5



Item/Description	2022												2023											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
SCHEMATIC DESIGN																								
1. Geotechnical Report																								
2. Develop Program																								
3. Develop Building/Site Design																								
4. Preliminary Cost Estimate																								
5. Development Review																								
6. Environmental Planning																								
DESIGN DEVELOPMENT																								
1. Prepare Design Development Plans																								
2. Fixture and Equipment Book																								
3. Update Cost Estimate																								
4. Fire/City Review																								
CONSTRUCTION DOCUMENTS																								
1. Prepare Construction Documents																								
2. Building/Engineering Review																								
3. Update Cost Estimate																								
BIDDING AND NEGOTIATIONS																								
1. Bidding Period																								
2. Review Bids/Award of Contract																								
CONSTRUCTION																								
1. Job Site Meetings																								
2. Submittal and Shop Drawings																								
3. Punch List																								
4. Final Completion and Move-in																								



Appendix

A. RESUMES

B. REFERENCES





Kelley Needham

Architect, Principal

Mr. Needham joined WLC Architects, Inc. in April 1986. He has brought to the firm a wide variety of experience and expertise in project design and construction document preparation.

His architectural education was taught with a strong emphasis on human needs and how to integrate them into the built environment.

This emphasis was combined with a methodical and logical design process geared toward the achievement of appropriate design solutions. He has experience in a wide variety of project types but has specialized in the design of both public and essential service facilities.

EDUCATION

California Polytechnic University, Pomona
Bachelor of Architecture, 1985

REGISTRATION

Architect, California - 19064

PROFESSIONAL AFFILIATIONS

Los Angeles Chapter
American Institute of Architects

FIRE STATIONS

- Fontana Fire Station 81
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Costa Mesa Fire Station 1
- Newport Beach Fire Station 5
- Eastvale Fire Station 31
- Sendero Ranch Fire Station 56
- Fontana Fire Station 73
- Los Angeles Fire Station 15
- Malibu Fire Station 71
- Carlsbad Fire Station 3
- Los Angeles Fire Station 7
- Los Angeles Fire Station 39
- San Diego Fire Station 45
- Bonsall Fire Station 5
- Ontario Fire Station 9
- Vernon Fire Station 4
- Fontana Fire Station 71
- Rialto Fire Station 2
- Scottsdale Fire Station 1
- Scottsdale Fire Station 8
- Stanton Fire Station 46
- Mecca Fire Station 40
- Fremont Fire Station 11
- Simi Valley Fire Station 47
- Cypress Fire Station 17
- Chino Fire Station 7
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- Fremont Fire Station 2
- Escondido Fire and Police
- Indio Fire Station 5
- Culver City Fire Station 3
- Fremont Fire Station 6
- Escondido Fire Station 7
- Escondido Fire Station 6
- Yucaipa Fire Station 3
- Cabazon Fire Station 24
- Escondido Fire Station 3
- Carlsbad Fire Station 6
- Houston Fire Station 8
- San Marcos Fire Station 4
- Lake Forest Fire Station 19
- Fremont Fire Station 8
- Chino Fire Station 63
- Dana Point Fire Station 29
- Fairbanks Headquarters Fire Station
- San Marcos Fire Station 2
- Rancho Cucamonga FS 173
- San Bernardino Fire Station 232
- Norco Fire Station 22
- Corona Fire Station 7
- Santa Monica Fire Station 2
- La Quinta Fire Station 93
- Rancho Cucamonga Fire Station 176
- Anchorage Headquarters Fire Station 1
- Fontana Fire Station 78
- San Marcos Fire Station 1
- Chino Hills Fire Station 62
- Burbank Fire and Police Facility
- Temecula Fire Station 84
- Riverside Fire Station 12
- Fontana Fire Station 77
- Fontana Fire Station 74



Bernhard Wassink

LEED AP, Sustainability Coordinator

Mr. Wassink joined WLC Architects in 2000 as our Sustainable Design Coordinator. He has been involved in a variety of projects focusing on project design, design development and construction documents. Mr. Wassink has managed a number of LEED projects and is responsible for LEED training within the firm. His knowledge of LEED is grounded in practical experience that has given him the ability to accurately evaluate a project's potential, establish sustainability goals, fulfill and document program requirements, manage other members of the design team, and guide a LEED application through the process until final certification.

EDUCATION

Taylor University Upland, IN
Bachelor of Science, Business Systems,
Concentrations in Finance & Art
California Polytechnic University,
Pomona, CA
Master of Architecture
Concentration Historic Preservation

PROFESSIONAL AFFILIATIONS

LEED AP

FIRE STATIONS

- Costa Mesa Fire Station 1
- Orange Fire Station 1
- Harmony Grove Fire Station 5
- Anaheim Fire Station 5
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Eastvale Fire Station 31
- Fontana Fire Station 73
- Tustin Fire Station 37
- Sendero Ranch Fire Station 56
- Los Angeles Fire Station 81
- Los Angeles Fire Station 89
- Ontario Fire Station 9
- Cabazon Fire Station 24
- Yucaipa Fire Station 9
- Escondido Fire Station 3
- Escondido Fire Station 6
- Escondido Fire Station 7
- Houston Fire Station 1
- Anaheim Fire Station 11
- San Diego Fire Station 45
- San Marcos Fire Station 4
- Culver City Fire Station 3
- Fremont Fire Station 6
- Carlsbad Fire Station 6
- Lake Forest Fire Station 19
- Dana Point Fire Station 29
- Fairbanks Headquarters FS
- San Marcos Fire Station 2
- Norco Fire Station 22
- La Quinta Fire Station 93
- LAX ARFF Station No. 80

REFERENCES

Mr. Greg Woolf, Division Chief (R)
San Marcos Fire Department
(760) 594-4705
gwoolf1950@cox.net

Mr. Peter Tauscher, Project Manager
City of Newport Beach
(949) 644-3330
ptauscher@newportbeachca.gov

Mr. Terry Welsh, Division Chief (R)
San Bernardino County Fire Department
(760) 954-7779
tnkwelsh@verizon.net

Mr. Nathan Complin, Project Executive
Erickson-Hall Construction Company
(760) 801-4284
ncomplin@ericksonhall.com



Frank Cuomo

Senior Associate, Quality Assurance/Cost Coordinator

Mr. Cuomo has been with the firm since 1985 and as Quality Assurance/Cost Coordinator is not assigned to just one studio team. Instead, Mr. Cuomo acts as a resource to the entire office, answering technical questions, developing WLC's specification system, and overseeing all product literature.

Mr. Cuomo is responsible for WLC's Contract Document Checklist. Each project team and their consulting engineers must complete this thorough checklist before a WLC project is deemed "ready for bid."

PUBLIC SAFETY

- Santa Clarita Sheriff's Facility
- San Diego CHP Facility
- City of Commerce EOC
- Montclair Police Facility
- Escondido Police and Fire Facility
- Turlock Public Safety Facility
- Yucaipa Sheriff Facility
- Cathedral City Fire Station 411
- Gilroy Police Facility
- Clovis Police and Fire Facility
- San Marcos Training Facility
- San Marcos Sheriff's Facility

MUNICIPAL FACILITIES

- Montclair Youth and Teen Center
- Yucaipa Community Center
- Gilroy Civic Center
- Woodbridge Community Park
- Corona Community Center
- Yucaipa Civic Center
- City of Clovis Civic Center

REFERENCES

Mr. Michael W. Siemering, Project Director
Department of General Services
(916) 376-1628
michael.siemering@dgs.ca.gov

Mr. Scot Smithee, Police Chief (R)
Gilroy Police Department
(408) 846-0310
scot.smithee@ci.gilroy.ca.us

Mr. Mike Hudson, City Engineer
City of Montclair
(909) 625-9439
mhudson@ci.montclair.ca.us

Mr. Nathan Complin, Project Executive
Erickson-Hall Construction Company
(760) 801-4284
ncomplin@ericksonhall.com

EDUCATION

University of Illinois, Champaign
School of Architecture, 1983

REGISTRATION

Architect, California - 27449

PROFESSIONAL AFFILIATIONS

Inland Chapter
American Institute of Architects



Thomas Edward Carcelli

Principal, civTEC

Tom Carcelli has over 25 years of experience in the civil engineering field with a particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design.

RELEVANT EXPERIENCE

- Bacchus Business Park
- Mission Viejo Lexus Car Dealership
- Poway Mossy Nissan Car Dealership
- First American Financial Corporate Headquarters
- GIA Corporate Headquarters Parking Lot Expansion
- Bowers Museum - Kennedy Wing
- Santa Clarita Central Park
- Encinitas Community Park
- Esencia Sports Park
- Bommer Canyon Cattle Camp
- Yorba Linda Adventure Play Area
- Portola Park
- JARPD Recreation Center
- Norman P. Murray Center Expansion
- Oasis Senior Center
- Muirlands Boulevard Median Renovation
- Nexus Twin Towers
- Hector G. Godinez Fundamental High School
- Rancho Santiago Community College District Office, ADA Compliance

EDUCATION

California State Polytechnic University,
Pomona

Master of Architecture

University of California, Irvine

Bachelor of Science in Civil Engineering

REGISTRATIONS

Licensed Professional Engineer - CA

RCE #81640

Qualified SWPPP Developer (QSD) -

C-81640

PROFESSIONAL AFFILIATIONS

ASCE - Member



Richard M. Byrd

President, R.M. Byrd and Associates

R.M. Byrd and Associates, Inc. was founded in 1992 on fundamental principles designed to provide quality consulting engineering services. The Principals, Associates, and employees of R.M. Byrd and Associates, Inc. recognize that in a service oriented industry, commitment to specific principles provides clear distinction between mediocrity and excellence. The primary dedication of their firm begins with the understanding that they are to protect the interests, property, and safety of the general public. R.M. Byrd and Associates maintains the highest level of professional integrity. It is the goal of their firm to obtain creative solutions to difficult problems and strive to implement creativity without sacrificing project economy.

EDUCATION

California Polytechnic State University
San Luis Obispo
Bachelor of Science, Architectural
Engineering, 1984

REGISTRATIONS

CA Civil Engineer No. CE41857
CA Structural Engineer No. SE3350
AK Professional Engineer No. 11952
AZ Professional Engineer No. 29251
CO Professional Engineer No. 34824
FL Professional Engineer No. 53077
GA Professional Engineer No. 26484
IL Professional Engineer No. 062-052532
IN Professional Engineer No. 1000055
MN Professional Engineer No. 40451
NC Professional Engineer No. 024194
TX Professional Engineer No. 84360
VA Professional Engineer No. 0402 035429
WA Professional Engineer No. 33441

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of CA
Consulting Engineers Association of CA
International Conference of Building Officials
American Institute of Steel Construction
Office of Emergency Services - Disaster
Preparedness Program

FIRE STATIONS

- Costa Mesa Fire Station 1
- Carlsbad Fire Station 6
- Escondido Police and Fire Facility
- San Marcos Fire Station 4
- College Park Fire Station
- Rancho Santa Fe Fire Station
- Rancho Cielo Fire Station
- Indio Fire Station 5
- Upland Fire Station
- Hesperia Fire Station 301
- Hesperia Fire Station 305
- San Marcos Fire Station 2
- Chino Fire Station 63
- Santa Monica Fire Station 2
- San Marcos Fire Station 1
- Towngate Fire Station
- Menifee Fire Station
- Winchester Fire Station
- Bermuda Dunes Fire Station
- Lakeland Village Fire Station
- Elsinore Fire Station
- Moreno Valley Fire Station
- Mesa Fire Station
- Redlands Fire Station
- Cathedral City Fire Station 411
- Fontana Fire Station 71
- Rialto Fire Station 202
- Rubidoux Fire Station
- Temecula Roripaugh Fire Station

ARFF STATIONS

- LAX - ARFF Station 80

TRAINING FACILITIES

- Dinuba Public Safety Training Facility
- Fremont Tactical Training Center
- Chino Training Facility
- Roy Wilson Training Center
- Los Angeles Valley Recruit Training Center
- Poway Fire Training Facility
- San Marcos Emergency Training Facility

REFERENCES

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Mr. Jim Christl
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Tim Pocock

Principal, Pocock Design Solutions

Mr. Pocock has over 30 years of experience in the design of a wide variety of project types including educational, institutional, industrial, municipal, parking structures, and healthcare facilities. With a construction oriented background, Mr. Pocock is well versed in all aspects of project delivery.

As managing principal of Pocock Design Solutions, Mr. Pocock is responsible for the overall operations of the company. Mr. Pocock will be involved with all aspects of the project, from the schematic design phase through construction phase and closeout.

FIRE STATIONS

- Costa Mesa Fire Station 1
- Airport Fire Station No. 5
- Anaheim Fire Station No. 11
- Atwater Fire Station No. 2
- Bonsall Fire Station No. 5
- Butterfield Fire Station
- Carlsbad Fire Station No. 6
- Chino Fire Station No. 1
- Chino Fire Station No. 7
- Chino Valley Fire Station No. 63
- Chula Vista Fire Station No. 2
- Chula Vista Fire Station No. 4
- City of San Jose Fire Station No. 2
- Culver City Fire Station No. 3
- Erringer Fire Station No. 47
- Norco Fire Station No. 22
- Fontana Fire Station No. 78
- Fremont Fire Station No. 11
- Fremont Fire Station No. 2
- Fullerton Fire Station No. 41
- Gilroy Fire Station No. 3
- Hollister Fire Station No. 1
- Merced Fire Station No. 55
- Nervino Fire Station
- Norco Fire Station No. 21
- Norco Fire Station No. 3
- Ontario Fire Station No. 9
- Ontario Fire Station No. 5
- Orange County Fire Station No. 17

REFERENCES

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EDUCATION

University of California Los Angeles,
Extension
California Sequential Program in
Plumbing System Design

REGISTRATIONS

University of California Los Angeles,
Extension California Sequential Program
in Plumbing System Design Certification

PROFESSIONAL AFFILIATIONS

American Society of Plumbing Engineers
National Fire Protection Association
(NFPA)



Rolando E. Sotelo

Principal, A&F Engineering Group

As a principal of the firm, Mr. Sotelo serves as the Chief Engineer for A&F Engineering Group, Inc. ventures. Mr. Sotelo has over twenty years of experience and has completed projects throughout Southern California. His expertise has been an integral part of large and small projects that include civic centers, educational facilities, medical centers, office buildings, commercial centers and industrial plants.

Institutional projects form a major part of Mr. Sotelo's experience. These projects include new construction and remodel of fire and police stations; new construction and modernization of high schools, middle schools and elementary schools; building additions and remodel of university and college campuses; and medical facility remodels.

FIRE STATIONS

- Costa Mesa Fire Station 1
- Anaheim Fire Station 5
- Eastvale Fire Station 31
- Newport Beach Fire Station 5
- Monterey Park Fire Station 62
- Monterey Park Fire Station 61
- Fontana Fire Station 73
- Fontana Fire Station 71
- Bonsall Fire Station 5
- Carlsbad Fire Station 3
- Ontario Fire Station 4
- Yucaipa Fire Station 3
- Culver City Fire Station 3
- San Jose Fire Station 2
- Avalon City Hall and Fire Station
- Terra Lago Fire Station 5
- Simi Valley Fire Station 47
- Fremont Fire Station 2
- Pomona Fire Station 183
- El Cajon Fire Station 7
- Hesperia Fire Station 304
- Anaheim Fire Station 8
- Hesperia Fire Station 305
- Hesperia Fire Station 301
- Chino Fire Station 7
- Chino Training Facility

REFERENCES

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EDUCATION

B.S., Electrical Engineering,
California State University, Long Beach

REGISTRATIONS

California License E17229
Arizona License E48795

PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers
(NSPE)

California Society of Professional Engineers
(CSPE)

Institute of Electrical and Electronic
Engineers (IEEE)



Don Wilson

Principal, Cornerstone Studios

Mr. Wilson is skilled in coordination of multi-disciplinary teams of technical consultants toward completion of project designs. He has over 40 years' experience in the field of landscape architecture and planning and on a variety of projects with extensive experience in design and alteration of new and existing facilities. His responsibilities encompass the initial fieldwork, data gathering, site analysis and documentation, design, and construction observation. He has prepared master plans, visual studies, water conservation studies, and guidelines for parks, schools, and housing communities. He has been responsible for the preparation of landscape architectural designs that emphasize lower maintenance, compatible plant associations, accessibility for all, and re-use of sites and materials.

FIRE STATIONS

- Orange Fire Station No. 2
- Los Angeles Fire Station No. 4
- Anaheim Fire Station No. 5
- Escondido Fire Station No. 5
- Irvine Fire Station No. 6
- Ontario Fire Station No. 6
- Los Angeles Fire Station No. 7
- Ontario Fire Station No. 7
- Ontario Fire Station No. 8
- San Diego Fire Station No. 14
- Los Angeles Fire Station No. 15
- Los Angeles Fire Station No. 21
- Los Angeles Fire Station No. 33
- Van Nuys Fire Station No. 39
- San Diego Fire Station No. 43
- West Los Angeles Fire Station No. 43
- San Diego Fire Station No. 45
- Studio City Fire Station No. 78
- Los Angeles Fire Station No. 81
- San Pedro Fire Station No. 85
- Northridge Fire Station No. 87
- Los Angeles Fire Station No. 94
- Lakeside FS and Administration Building

REFERENCES

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EDUCATION

University of California, Berkeley, CA
Bachelor of Landscape

CERTIFICATIONS

Disadvantaged Business Enterprise
Minority Business Enterprise
Women Business Enterprise

PROFESSIONAL AFFILIATIONS

Licensed Landscape Architect #1746
CLARB Registration
American Society of Landscape Architects
(ASLA), Member



Meghan Gibson

Project Manager, Chambers Group

Meghan Gibson has more than ten years of experience providing environmental planning and policy services to public and private clients. She has experience managing both large- and small-scale projects that involved California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. She is responsible for preparing CEQA documentation, including Initial Studies (ISs), Mitigated Negative Declarations (MNDs), and Environmental Impact Reports (EIRs). In addition to her CEQA experience, Meghan has prepared multiple joint CEQA/ NEPA documents, again, to both public and private clients. She also has extensive experience preparing mitigation monitoring summary reports and compiling information from both survey and monitoring data.

RELEVANT PROJECTS

- Fire Station 80, Initial Study/MND, City of Fontana, CA
- VCWD Headquarters Facility, Initial Study/MND, Valley County Water District, Baldwin Park, CA
- Orange Fire Station 1, Initial Study/MND, City of Orange, CA
- Hemlock Booster Pump Station, Initial Study/MND, Eastern Municipal Water District (EMWD), Moreno Valley, Riverside County, CA
- Rincon (formerly Golden Triangle) Development Project Initial Study/MND, Chino Hills, CA
- Hampshire Road Pipeline, California Water Service, Thousand Oaks, CA
- RD/HR Transmission Line Initial Study, California Water Service, Redondo Beach, CA
- Station 27 Beresford Tanks-CEQA Services, Los Angeles County Department of Public Works, Los Angeles County, CA
- ELA Station 12 Reservoir 4A Tank Project, Initial Study, Commerce, Los Angeles County, CA

REFERENCES

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- Mr. Dale Gonzales, Director of
Environmental Affairs
California Water Service Company
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- Mr. Timotheus Hampton, Senior Water
Resources Engineer
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EDUCATION

University of Southern California
MPP, Public Policy, Environmental Policy
University of Redlands
BS, Environmental Management

PROFESSIONAL TRAINING

AEP Advanced CEQA Workshop
AEP NEPA Essentials Workshop



Jason D. Hertzberg

Principal Engineer, Leighton Consulting

Mr. Hertzberg has 18 years of experience in various areas of roadway, transportation, public works, water, wastewater, and residential developments throughout the High Desert and other areas of San Bernardino and Riverside Counties. He has performed geotechnical investigations from the most preliminary stages through site investigation, laboratory testing, data analysis, and report preparation for various types of civil facilities, including large-scale public works, roadways, transportation, commercial, and industrial developments. Mr. Hertzberg's areas of expertise include seismic and liquefaction hazards analysis, foundation design, soil reinforcement, slope stability analysis, and the use of computer applications for geotechnical engineering.

His experience provides a comprehensive understanding of the design and construction process, and the civil and geotechnical aspects of projects related to infrastructure, and public facilities. Mr. Hertzberg has worked in collaboration with design teams, and understands the necessity of the working relationship to meet the project's goals. Jason manages engineering staff and is responsible for review of geotechnical engineering analyses, laboratory testing, and quality control. He is practiced in geotechnical site investigations, shallow and deep foundation design, buttress and structural landslide mitigation, seismic hazard evaluations and mitigation design, grading control, ground improvement, pavement design, and forensic evaluations.

FIRE STATIONS

- Costa Mesa Fire Station 1
- City of Industry East End Fire Station
- Rancho Cucamonga Fire Station 172
- Fullerton Fire Station 7
- Chino Fire Station 63
- Fontana Fire Station 71
- Temescal Public Safety Facility
- Verdemon Fire Station
- Needles Fire Station No. 31
- Ontario Fire Station 9
- Grand Crossing Fire Station
- Orange Fire Station 2
- Orange Fire Station 1
- Manhattan Beach Fire Station 2
- Newport Beach Fire Station 2
- Monterey Park Fire Station 62
- Newport Beach Fire Station 5

EDUCATION

M.S., Civil Engineering, with
specialization in Geotechnical
Engineering, California State University,
Long Beach, 2004

B.S., Civil Engineering, California State
Polytechnic University, Pomona, 1997

REGISTRATIONS

California Registered Geotechnical
Engineer – 2711
California Registered Civil Engineer –
61778



Eric R. Shamp

Principal, Ecotype Consulting

Eric is the principal and founder of Ecotype Consulting. He is a licensed architect, and has dedicated his career to the practice of sustainable design and development for the past fifteen years. He founded Ecotype Consulting to respond to the ever-increasing demand for green building consulting, green and energy code compliance, and commissioning in California.

Eric provides organizations with the unique expertise necessary to plan, design, build, certify, and occupy environmentally responsible and energy efficient green buildings. His prime directive is to optimize the communication effort between project stakeholders, ensure adherence to project sustainability goals, and take responsibility for the necessary calculations, documentation, and technical analyses that can often distract the project team from their critical tasks.

PROJECT EXPERIENCE

San Bernardino County Joshua Tree Office Building (Bob Burke Government Center)

This facility houses county services and a sheriff's office for the community of Joshua Tree, just outside the entrance to Joshua Tree National Park. The project features a 157 kW photovoltaic array that offsets approximately 70% of the building's energy consumption. Ecotype provided LEED consulting, energy modeling, and limited commissioning services.

Inland Empire Transportation Management Center

The IETMC houses CalTrans and California Highway Patrol operations, and provides intermodal, interregional, interagency traffic management in the Inland Empire. The facility is base-isolated, and is designed to comply with the Essential Services Act. Ecotype Consulting worked with RC Construction Services to coordinate, track, and document LEED compliance during construction.

Norco Operations Center

The Norco Operations Center was part of the RCCD Measure C bond measure, and was designed and built to consolidate maintenance and operations facilities, network operations, and warehousing into one building. The design process included early-phase full-team design workshops, in which sustainability goals were determined, design solutions and alternates were proposed, and systems were integrated.

East Campus Central Utilities Plant

The UC San Diego Medical Center is constructing a new nine-story Bed Tower connected to its existing Thornton Hospital in La Jolla, CA. The central utilities plant, formerly located in the basement of Thornton, had to be relocated to make way for the new configuration, and to be expanded to serve the entire East Campus.

EDUCATION

Rice University

Bachelor of Architecture/Art History

LICENSES AND CERTIFICATIONS

California Architect C29013, since 2003

Accredited Lighting Acceptance Test

Technician TC-A814192

National Council of Architectural

Registration Boards (NCARB)

ASHRAE-certified Commissioning Process

Management Professional (CPMP)

LEED Accredited Professional BD+C, since

2003

Member, American Institute of Architects

(AIA)

Member, US Green Building Council

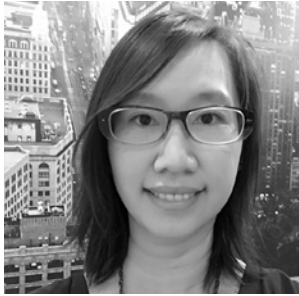
Member, ASHRAE

Member, Construction Specifications

Institute (CSI)

Member, California Association of Building

Energy Consultants (CABEC)



Ming Guan

Senior Engineer, KOA

Ms. Guan has 11 years of experience with work in civil, traffic and highway design. Ms. Guan is an integral part of many KOA projects which have involved traffic engineering design for roadway improvements, traffic signal designs, ramp metering, signing and striping, and traffic control plans. She has completed a number of roadway and traffic signal design projects for a number of agencies. She has hands-on experience in completing PS&E packages. She is also an adjunct professor at Cal Poly Pomona teaching Computer Programing, Traffic Engineer, Highway Engineering and Advanced Highway Engineering for the Civil Engineering Department since 2008.

FIRE STATIONS

- Costa Mesa Fire Station 1
- San Diego Fire Station 45
- North Valley Fire Station 7
- Bonsall Fire Station 5
- Van Nuys Fire Station 39
- Eastvale Fire Station 2
- La Quinta Fire Station
- Thousand Palms Fire Station
- Rancho Cucamonga FS 5

REFERENCES

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MUNICIPAL

- I-10 On-Ramp Improvements, Colton
- I-215 Traffic Signal, San Bernardino
- Traffic Signal System, Redlands
- Traffic Signal and Interconnect Design, Rancho Cucamonga
- Traffic Signals and Street Improvement, Fontana

Azzam Jabsheh, Associate Engineer
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EDUCATION

Cal State Polytechnic University, Pomona
Master of Science in Civil Engineering
Bachelor of Science in Civil Engineering

REGISTRATIONS

Professional Engineer, Civil, CA#75793
Professional Engineer, Traffic, CA#2795



K. Anthony Hoover

Principal, MCH

Mr. Hoover brings over thirty-six years of experience and has served as principal acoustical consultant on over 1,900 projects involving all building types in all areas of architectural acoustics, noise and vibration control, sound system design, HVAC and environmental noise control. He is experienced with a broad range of federal and civic administrative facilities. He serves as a working committee member on the ANSI's Classroom Acoustics Standard, and among his peers, he is recognized as one of the key leaders in the industry.

HIGHLIGHTED EXPERIENCE

- Coachella Water Dist. Admin. Facility, Palm Desert, CA
- El Monte Transit Station, El Monte, CA
- Gov. Deukmejian Superior Courthouse, Long Beach, CA
- Sacramento Convention Center Renovation, Peer Review, CA
- CA Military Consolidated Headquarters/EOC Center, Sacramento, CA
- Kaiser Permanente, Medical Building, Ventura, CA
- Maricopa County Court Tower, Phoenix, AZ
- John Adams Courthouse, Boston, MA
- Pima County Joint Courts Complex, Tucson, AZ
- Donohue Federal Building & US Courthouse, Worcester, MA
- Old San Juan Courthouse & Post Office, San Juan, Puerto Rico
- US District Courthouse Renovation, Providence, RI
- Fenton Judicial Center, Lowell, MA
- George C. Young US Courthouse & Annex, Orlando, FL
- Salt River Pima- Maricopa Indian Tribal Court Facility, Scottsdale, AZ
- Bose Corporate World Headquarters, Framingham, MA
- EMC Briefing Center, Hopkinton, MA
- Astra Pharmaceuticals Teleconference Rooms, Worcester, MA
- Ophthalmologic Microscope Relocation, Portland, ME
- Massachusetts General Hospital, Wellman Research Center, Boston, MA
- Newton-Wellesley Hospital, MRI Center, Newton, MA
- MIT, Health Services Building, Cambridge, MA
- Rhode Island Blood Center, Providence, RI
- Ballistic Test Laboratories, Watertown, MA

EDUCATION

M.S. Acoustics, Pennsylvania State University, 1981

B.A. American Studies, University of Notre Dame, 1976

PROFESSIONAL AFFILIATIONS

Nat'l Council of Acoustical Consultants: President, Board of Directors

Acoustical Society of America: Fellow (elected 2003), Chairman-

Technical Committee on Architectural Acoustics (2001-2004), Chairman-College of Fellows

Institute of Noise Control

Engineering: Member

(1982-present), Board Certified

Audio Engineering Society: Member

Greater Boston/ASA: Chairman

Los Angeles/ASA: Board of Directors

Boston Architectural Center: Adjunct

Faculty and Thesis Advisor

American Federation of Teachers:

Member Berklee College of Music:

Assistant Professor

References

The following are some specific references for our firm. PBK-WLC takes great pride in not only the facilities we help create but the relationships that develop with many County, City, Fire, and Law Enforcement representatives.

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SAN MARCOS FIRE DEPARTMENT

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FREMONT FIRE DEPARTMENT

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POWAY FIRE DEPARTMENT

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CITY OF CARLSBAD

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CARLSBAD FIRE DEPARTMENT

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ONTARIO FIRE DEPARTMENT

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SAN BERNARDINO COUNTY FIRE

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CITY OF CHINO

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CITY OF MONTCLAIR

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CITY OF NEWPORT BEACH

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COSTA MESA FIRE DEPARTMENT

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CITY OF LA VERNE

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CITY OF COSTA MESA

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ANAHEIM FIRE & RESCUE

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CITY OF LOS ANGELES

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SAN DIEGO FIRE DEPARTMENT

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CITY OF SAN MARCOS

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MONTEREY PARK FIRE DEPARTMENT

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FOUNTAIN VALLEY FIRE DEPARTMENT

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HUNTINGTON BEACH FIRE DEPARTMENT

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VALLEY COUNTY WATER DISTRICT

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USGVM WATER DISTRICT

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USGVM Water District
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CITY OF ONTARIO

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BIG BEAR LAKE WATER DISTRICT

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City of Big Bear Lake
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SafeworkCM
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Mr. Jon Wollam, Construction Manager
RC Construction Services
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Mr. Bryan Aylor, Director of Construction
TELACU Construction Management
Phone: (714) 541-2390
Email: baylor@telacu.com

BOARD OF FIRE COMMISSIONERS

GENETHIA HUDLEY-HAYES
PRESIDENT

CASIMIRO U. TOLENTINO
VICE PRESIDENT

DIANA M. BONTÁ
ANDREW FRIEDMAN
JILL FURILLO

LETICIA GOMEZ
EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

FIRE DEPARTMENT

BRIAN L. CUMMINGS
FIRE CHIEF

200 NORTH MAIN STREET
LOS ANGELES, CA 90012

(213) 978-3800
FAX: (213) 978-3815

<http://www.lafid.org>

March 5, 2012

To Whom It May Concern:

In 2000, the citizens of the City of Los Angeles approved a public bond, Proposition F, for the replacement of fire stations that were no longer serviceable. The target goal was to construct 20 replacement stations during a specified time period.

The Los Angeles Fire Department, in conjunction with the Department of Public Works/Bureau of Engineering, engaged the services of WLC Architects to design Fire Stations Nos. 81 and 89, and has selected WLC Architects to design Fire Stations No. 7 and 39. The Los Angeles Fire Department is pleased with the work performed by WLC Architects on the first two projects and is expecting great things on the next two and all future projects.

It is also important to note that Fire Station Nos. 81 and 89 have all been LEED® certified. The Fire Department, the City, and its residents will benefit from operational cost savings for years to come due to WLC's commitment to energy efficiency through design.

Please feel free to contact my office if there are any questions or if additional information is required.

Very truly yours,

W. Patrick Valenzuela, Captain II
Fire Facilities Fire Bond Project

Curt M. Klufta, Battalion Chief
Fire Facilities Fire Bond Project



WHY WLC?

“WLC was a fantastic firm to work with. They listened to every word I had to say and delivered the perfect design on the first try - which was exactly what I was looking for.”

Curt Klafta, Battalion Chief
Fire Station 39 - Van Nuys
Los Angeles Fire Department



RANCHO CUCAMONGA

8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730
909.987.0909

ORANGE COUNTY

600 Anton Boulevard, Suite 1375
Costa Mesa, CA 92626
949.548.5000

SAN DIEGO

11455 El Camino Real, Suite 480
San Diego, CA 92130
619.695.0400

SAN LUIS OBISPO

1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

VENTURA COUNTY

2751 Park View Court, Suite 251
Oxnard, CA 93036
805.947.3200

BERKELEY

2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

FOLSOM

1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

FRESNO

7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

SACRAMENTO

2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
916.682.9494



EXHIBIT C
FEE SCHEDULE



8163 Rochester Avenue
Suite 100
Rancho Cucamonga, CA 91730
P. +1 909-987-0909
PBK-WLC.com

January 31, 2022

Mr. Arash Rahimian, PE
Senior Engineer
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

Re: Revised Fee Proposal
Costa Mesa Fire Station 2
Project W2109300AR.06

Dear Mr. Rahimian:

Thank you for selecting PBK-WLC for the design of Fire Station 2. We are very excited about working with both the City and Fire Department again. Attached please find our Revised Fee Proposal. I believe it covers all of the items discussed at our meeting last week.

Mr. Rahimian, thank you again for this opportunity. If you should have any questions or require any additional information, please do not hesitate to contact me at any time.

Very truly yours,

A handwritten signature in black ink that reads 'KELLEY NEEDHAM'.

KELLEY NEEDHAM, AIA
Managing Partner

KN:br/P0W2109300ARx1-ltr

Attachment: Revised Fee Proposal

Revised Fee Proposal

Your contract with PBK-WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider that investment to be a good one, with significant returns. PBK-WLC is extremely flexible when it comes to the fee structure that best suits each new commission. We want the City and Fire Department to feel that you are getting both a quality architectural product and excellent professional services at a fair market price.

In an effort to better define our fee proposal, we have broken it down into the following components:

- A. Basic Architectural Fee
- B. Project Specific Fees
- C. Total Fee
- D. Reimbursables
- E. Items Excluded
- F. Hourly Rate Schedule

A description of each component is as follows:

A. BASIC ARCHITECTURAL FEE

Our fee for basic architectural services will be a fixed lump sum and includes the following disciplines:

- Civil Engineering
- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Landscape Architecture

Our fee includes all building and site improvements, circulation areas, parking areas, and landscaping. For the purposes of establishing a fee, we have assumed a project with a preliminary construction budget of \$6,500,000.00.

PHASE OF SERVICE	FEE
Schematic Design	\$ 73,125.00
Design Development	48,750.00
Construction Documents	243,750.00
Bidding	24,375.00
Construction Administration	97,500.00
TOTAL BASIC ARCHITECTURAL FEE	\$ 487,500.00

B. PROJECT SPECIFIC FEES

The following items are unique to each project and not typically found in the basic scope of architectural services. Based on our experience and interpretation of the information available, we believe the following services will also be required:

TASK	
Topographical Survey	\$ 10,000.00
Geotechnical Investigation	14,000.00
Traffic Engineering	24,000.00
LEED Certification	59,000.00
Fundamental Commissioning	16,000.00
Hazardous Material Survey	2,500.00
SWPPP	3,000.00
Constructability Review	5,000.00
Utility Survey	5,000.00
Soil Remediation	24,000.00
Acoustical Analysis	10,000.00
Site Wall Design	5,000.00
Sound Barrier Design	5,000.00
Reimbursable Allowance for Agency Permit Fees	50,000.00
TOTAL PROJECT SPECIFIC FEE	\$ 232,500.00

C. TOTAL FEE

The following is the total of all fees along with an allowance for reimbursables:

SERVICE	
Basic Architectural Fee	\$ 487,500.00
Project Specific Fees	232,500.00
Reimbursable Allowance	10,000.00
TOTAL FEE	\$ 730,000.00

D. REIMBURSABLES

Items required or requested by the City, Fire Department, or approving agency will be invoiced as reimbursable without markup on monthly intervals. Reimbursables generally include the following:

1. Bulk paper copy.
2. Printing/Mylars.
3. Express or overnight mail/courier service.
4. Agency permit fees.

The City will not incur any cost for travel, travel time, phone calls, faxes, or incidental printing or copying.

E. ITEMS EXCLUDED

The following is a list of items which are excluded from our scope of services or are not anticipated to be required. However, these services can be included, if requested, or once additional information is known:

1. Plan Check/Permit Fees.
2. Professionally Constructed Building Models.
3. Energy Modeling.
4. Shoring Design.
5. Arborist/Biologist Reports.
6. Construction Surveying/Staking.
7. Cone Penetration Testing.
8. QSP services during construction.
9. QSD services during construction.
10. Radius maps, mailing lists and public hearing signage.
11. Traffic control plans.
12. County, State, Title Company and Utility Purveyor Fees.
13. Soil Management or Agronomy Reports.
14. Services related to an Underground Parking Structure.
15. Preparation of a Record of Survey map or corner record as required by the City or County.
16. Services related to the undergrounding of overhead utility lines, or the relocation/replacement of poles, along the street or alley frontages.
17. Foundation System: Our fee assumes typical spread footings in average soil conditions. Any other type of foundation system required as a result of poor soil conditions would not be considered within our scope of work.
18. Separate street improvement drawings.
19. Environmental documentation or studies.

F. HOURLY RATE SCHEDULE

For additional services, the following hourly rates are proposed for the basis of negotiating scope modifications which may be necessary for the project. Hourly rates include mark-up that will be applied to all fees. Reimbursable costs for reprographic services, computer plotting, and printing will be negotiated at the time additional services are requested.

ARCHITECT

Principals of Firm	\$255.00
Associate/Director/Coordinator	\$225.00
Senior Project Architect/Manager	\$205.00
Project Architect/Manager	\$175.00
Design Studio	\$125.00
Clerical	\$105.00

CIVIL ENGINEER

Principal	\$185.00
Project Manager	\$150.00
Project Surveyor	\$120.00
Design Engineer	\$100.00
Draftsperson	\$ 75.00
Project Assistant	\$ 60.00

STRUCTURAL ENGINEER

Principal Engineer	\$175.00
Project Engineer	\$150.00
Chief Draftsman	\$110.00
Draftsman	\$ 90.00
Technical Support	\$ 75.00

ELECTRICAL ENGINEER

Principal	\$175.00
Project Manager	\$135.00
Project Engineer	\$125.00
Designer	\$ 95.00
Designer/CADD Technician	\$ 90.00
Jr. Designer/CADD Technician	\$ 80.00
CADD Technician/Drafter	\$ 70.00
Technical Support	\$ 50.00

MECHANICAL ENGINEER

Principal	\$225.00
Associate Principal	\$205.00
Senior Project Manager	\$195.00
Project Manager	\$185.00
Senior Project Engineer	\$170.00
Project Engineer	\$150.00
Senior Design Engineer	\$135.00
Design Engineer	\$125.00
Senior Designer	\$115.00
Designer	\$105.00
CADD Designer	\$100.00
CADD Technician	\$ 80.00
Administrative	\$ 75.00
Technical Support	\$ 65.00

LANDSCAPE ARCHITECT

Principal Architect	\$165.00
Associate Architect	\$140.00
Architect/Project Manager	\$125.00
Job Captain/Designer	\$110.00
CADD Technician	\$ 95.00
Draftsperson	\$ 80.00
Technical Support	\$ 65.00

ENVIRONMENTAL ENGINEER

Senior Director	\$225.00
Program Manager	\$200.00
Senior Project Manager	\$165.00
Project Manager	\$140.00
Project Assistant	\$ 82.00
Technical Support	\$ 62.00

TRAFFIC ENGINEER

Principal	\$248.00
Senior Engineer	\$198.00
Senior Associate Engineer	\$137.00
Associate Engineer	\$110.00
Technical Support	\$ 94.00

EXHIBIT D
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-563

Meeting Date: 2/15/2022

TITLE:

THIRD PUBLIC HEARING REGARDING THE REDISTRICTING PROCESS USING THE OFFICIAL 2020 CENSUS DATA

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council:

1. Conduct the third public hearing to receive additional public input on communities of interest, district boundaries, and draft maps.
2. Consider and discuss draft maps submitted to the City by the public and by NDC.
3. Select a draft map to be considered for first reading at the March 1, 2022 City Council meeting and second reading and adoption at the March 15, 2022 meeting.

BACKGROUND:

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal populations. The redistricting process for the City of Costa Mesa must be completed by April 17, 2022.

On April 6, 2021, the City Council selected National Demographics Corporation (NDC) for the demographics analysis of census data and to engage the public in the redistricting process.

In November 2016, Ordinance 16-05 was approved by the voters, which amended the City's method of electing members to the City Council, commencing in November 2018. Pursuant to the approved Ordinance the City is currently divided into 6 geographic districts, with a Mayor elected by voters citywide. The districts must now be evaluated using the 2020 census data, and in compliance with the Fair Maps Act, which was adopted by the California Legislature as AB 849 and took effect January 1, 2020.

Under the Act, the council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c) for general law cities):

1. Comply with the federal requirements of equal population and the federal Voting Rights Act.
2. Geographically contiguous.
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together).
4. Easily identifiable boundaries.
5. Compact (do not bypass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the above prioritized criteria are met, other traditional districting principles may be considered, such as:

1. Minimize the number of voters delayed from voting due to a change of their district.
2. Respect voters’ choices / continuity in office.
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the redistricting process. The process involves the following requirements:

- One hearing must occur before the City draws draft maps (10/19/2021).
- Two hearings must happen after the drawing of draft maps (11/16/21 & 2/15/22).
- Third Public Hearing to discuss and select final map (2/15//2022).
- Fourth Public Hearing and Introduction of Ordinance for final map selected (3/1/2022).
- Second reading and adoption of Ordinance approving final map (3/15/2022).

Public workshops were conducted to seek public input on suggested criteria for consideration on drafting district maps. Workshops were held on the following dates:

- Saturday, October 23, 2021, 10:00 a.m. at the Norma Hertzog Community Center
- Wednesday, December 1, 2021, 6:00 p.m. at the City Hall Community Room
- Saturday, January 8, 2022, 10:00 a.m. via Zoom Webinar.

In addition, the City has a dedicated webpage that includes online mapping tools and an Interactive Review Map. The draft district maps are posted on the webpage at:

[Redistrict Costa Mesa <https://redistrictcostamesa.org/>](https://redistrictcostamesa.org/)

ANALYSIS:

Draft Maps

The first set of draft district maps were presented to the City Council at the Public Hearing of November 16, 2021. The first set of maps included seven (7) public submittals and three (3) prepared by the City’s demographer, based on the legal criteria outlined in previous public hearings and communities of interest as provided by the community. Prior to the January 8, 2022 workshop an additional three public maps were submitted by the public. After the workshop one additional map (Map 115) was prepared by NDC for consideration.

Map Submittals

Map Number	Submitter	Population Balanced	Note
Current		No (11.5%)	
101	David Martinez	No (10.5%)	Replaced by #111
102	Andy Godinez	Yes	
103	Anonymous	No (32.7%)	
104	Matt Eimers	No (12.7%)	
105	Matt Eimers	Yes	
106	Matt Eimers	Yes	
107	Anonymous	Yes	Correction of #103
108	NDC	Yes	
109	NDC	Yes	
110	NDC	Yes	
111	David Martinez	Yes	Replaced #101
112	David Martinez	Yes	
113	David Martinez	Yes	
114	David Martinez	Yes	
115	NDC	Yes	

All presentation materials and public testimony received, as well as audio recording of each community meeting, are posted to the City's redistricting website. Outreach and engagement efforts continued throughout the process to encourage community input and participation, announcement of community meetings/public hearing opportunities, and accessibility to mapping tools.

The February 15, 2022 Public Hearing will provide the City Council the opportunity to receive public input on all draft maps, receive and file oral and written testimony from the prior community meetings and public hearings, and consider selection of one map to be prepared for first reading at the March 1, 2022 City Council meeting. The second reading and adoption of the Ordinance approving a final map is scheduled for the March 15, 2022 City Council meeting.

Pursuant to California Election Code, the process must be completed and the adoption of the new boundary map must occur by April 17, 2022, which will be utilized in the November 2022 General Municipal Election.

ALTERNATIVES:

The City Council may discuss and select specific draft maps for additional public review and input. Staff does not recommend this alternative because a map must be adopted prior to the final deadline of April 17, 2022.

FISCAL REVIEW:

The City Clerk's budget includes sufficient funding to cover the estimated redistricting cost of \$80,000.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

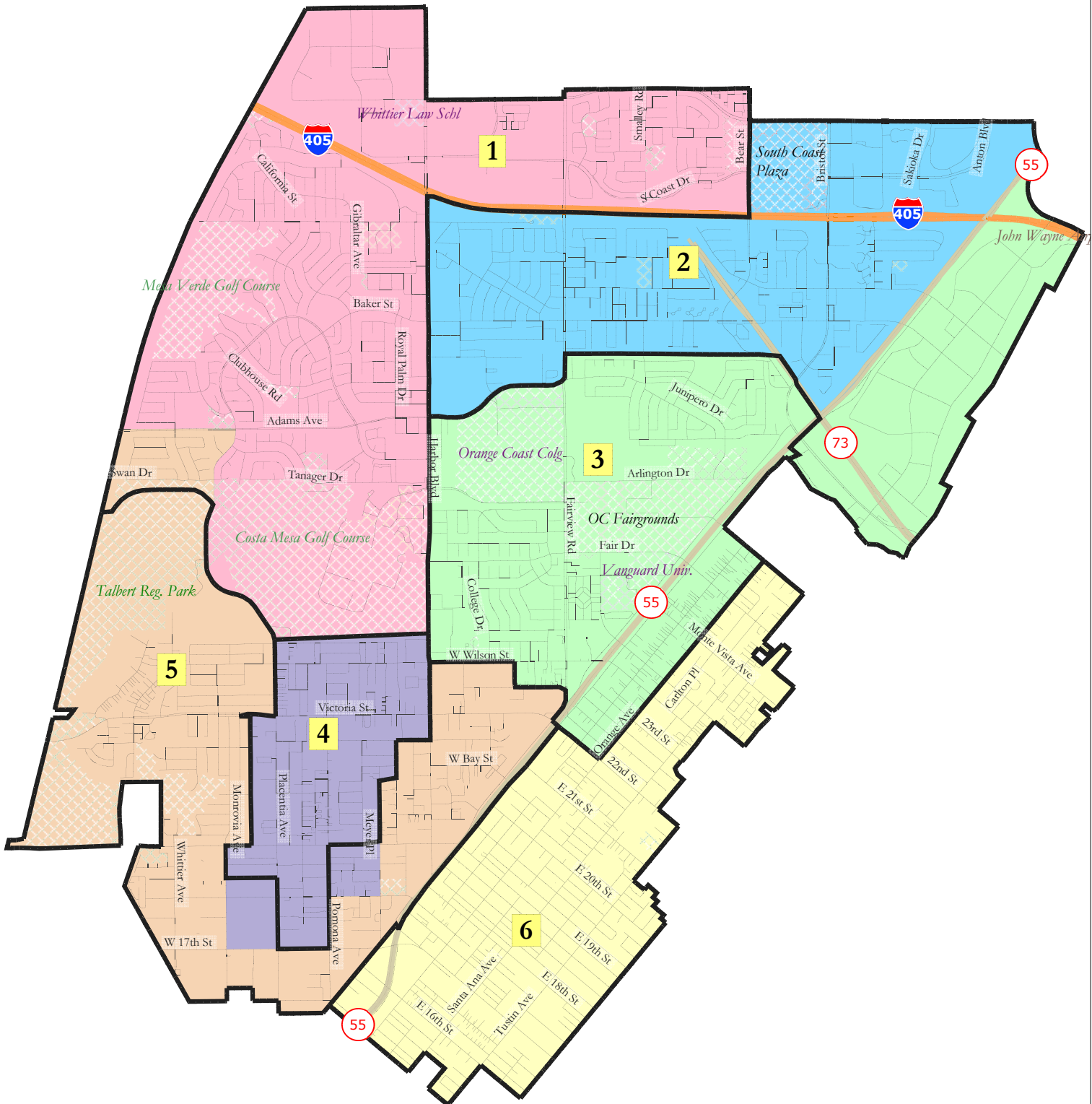
CONCLUSION:

Staff recommends the City Council:

1. Conduct the third public hearing to receive additional public input on communities of interest, district boundaries, and draft maps.
2. Consider and discuss draft maps submitted to the City by the public and by NDC.
3. Select a draft map to be considered for first reading at the March 1, 2022 City Council meeting and second reading and adoption at the March 15, 2022 meeting.

Costa Mesa Redistricting 2021

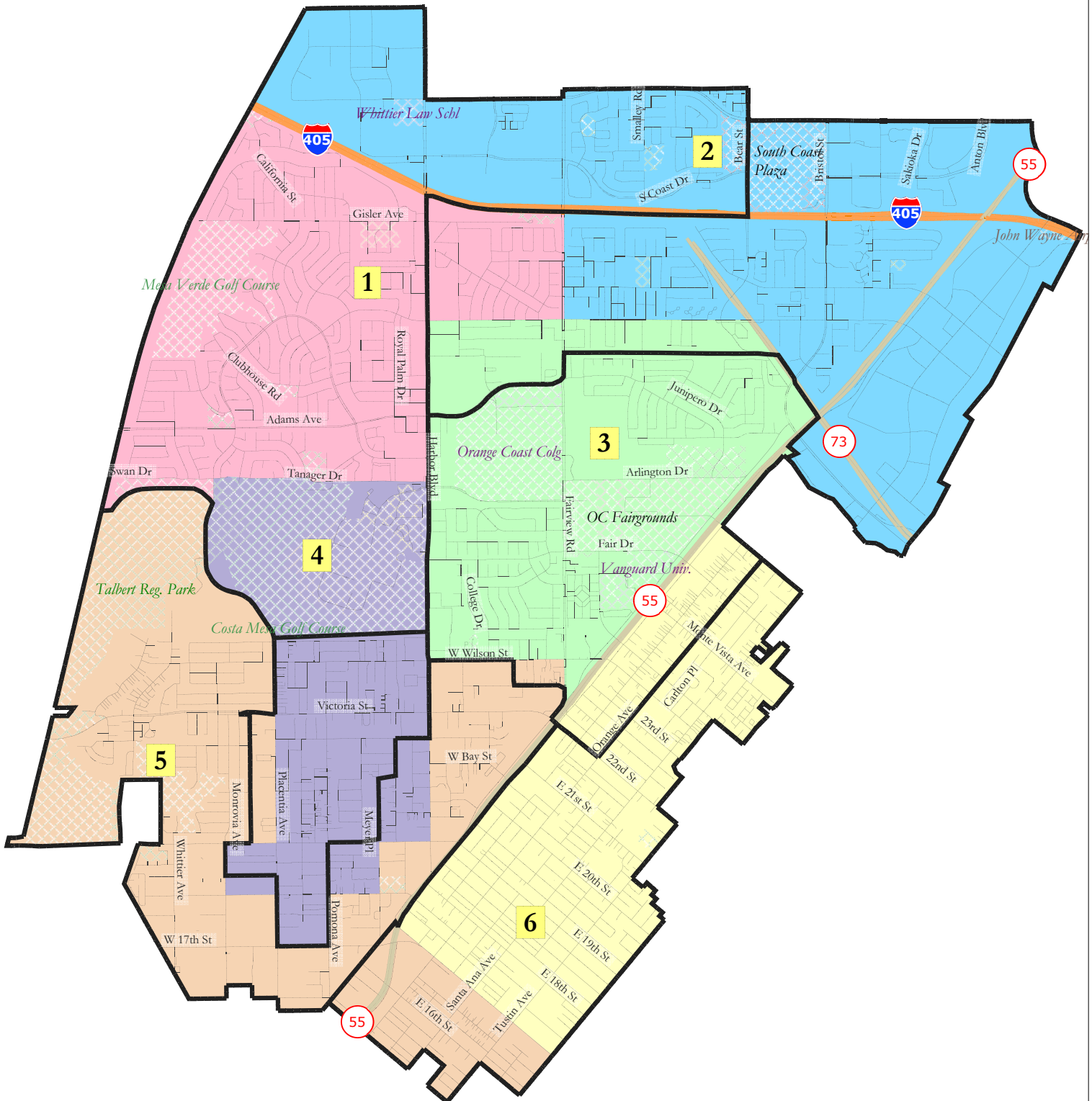
Public Map 102



<i>City of Costa Mesa - Public Map 102</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,692	18,817	18,398	18,595	18,838	18,797	112,137
	Deviation from ideal	3	128	-292	-95	149	108	440
	% Deviation	0.01%	0.68%	-1.56%	-0.51%	0.79%	0.58%	2.35%
2020 Total Pop	% Hisp	24%	31%	32%	76%	40%	16%	36%
	% NH White	56%	44%	53%	17%	48%	72%	48%
	% NH Black	2%	2%	1%	1%	2%	1%	2%
	% Asian-American	14%	18%	10%	5%	7%	6%	10%
Citizen Voting Age Pop	Total	13,938	14,126	12,466	8,077	12,063	14,283	74,953
	% Hisp	17%	21%	18%	56%	27%	12%	23%
	% NH White	67%	51%	69%	35%	63%	80%	63%
	% NH Black	3%	5%	2%	1%	2%	1%	2%
	% Asian/Pac.Isl.	12%	21%	10%	7%	8%	6%	11%
Voter Registration (Nov 2020)	Total	12,073	10,475	10,567	6,387	10,277	12,818	62,597
	% Latino est.	15%	22%	19%	51%	23%	10%	21%
	% Spanish-Surnamed	14%	20%	17%	47%	21%	9%	19%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	75%	62%	74%	46%	71%	85%	71%
	% NH Black	2%	6%	2%	1%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	7,879	5,916	6,277	3,240	6,251	8,194	37,757
	% Latino est.	12%	18%	15%	48%	20%	8%	17%
	% Spanish-Surnamed	11%	17%	14%	44%	18%	8%	16%
	% Asian-Surnamed	6%	9%	4%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	67%	78%	48%	74%	86%	75%
	% NH Black	2%	6%	1%	1%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	10,613	8,816	9,086	5,008	8,808	11,403	53,734
	% Latino est.	14%	21%	17%	49%	21%	9%	19%
	% Spanish-Surnamed	13%	19%	16%	44%	19%	9%	18%
	% Asian-Surnamed	7%	10%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	76%	63%	75%	48%	73%	85%	73%
	% NH Black est.	2%	6%	2%	1%	2%	2%	2%
ACS Pop. Est.	Total	19,182	18,960	17,597	19,915	18,413	19,158	113,224
Age	age0-19	22%	17%	22%	32%	22%	22%	23%
	age20-60	56%	71%	60%	59%	62%	61%	61%
	age60plus	22%	12%	18%	9%	16%	18%	16%
Immigration	immigrants	19%	26%	24%	42%	27%	12%	25%
	naturalized	56%	60%	52%	24%	37%	56%	44%
Language spoken at home	english	70%	61%	67%	26%	59%	84%	61%
	spanish	16%	18%	23%	69%	35%	10%	29%
	asian-lang	8%	13%	6%	3%	3%	3%	6%
	other lang	5%	7%	4%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	12%	12%	32%	18%	4%	15%
Education (among those age 25+)	hs-grad	40%	37%	39%	39%	40%	34%	38%
	bachelor	29%	32%	29%	13%	24%	37%	28%
	graduatedegree	15%	13%	12%	5%	12%	17%	13%
Child in Household	child-under18	29%	22%	27%	48%	29%	28%	30%
Pct of Pop. Age 16+	employed	67%	79%	72%	70%	72%	75%	73%
Household Income	income 0-25k	11%	9%	12%	19%	14%	11%	12%
	income 25-50k	15%	11%	18%	23%	16%	12%	15%
	income 50-75k	15%	17%	14%	22%	17%	13%	16%
	income 75-200k	42%	54%	44%	30%	43%	45%	44%
	income 200k-plus	16%	9%	12%	6%	11%	19%	12%
Housing Stats	single family	56%	31%	53%	37%	54%	64%	50%
	multi-family	44%	69%	47%	63%	46%	36%	50%
	rented	50%	75%	59%	79%	56%	55%	62%
	owned	50%	25%	41%	21%	44%	45%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

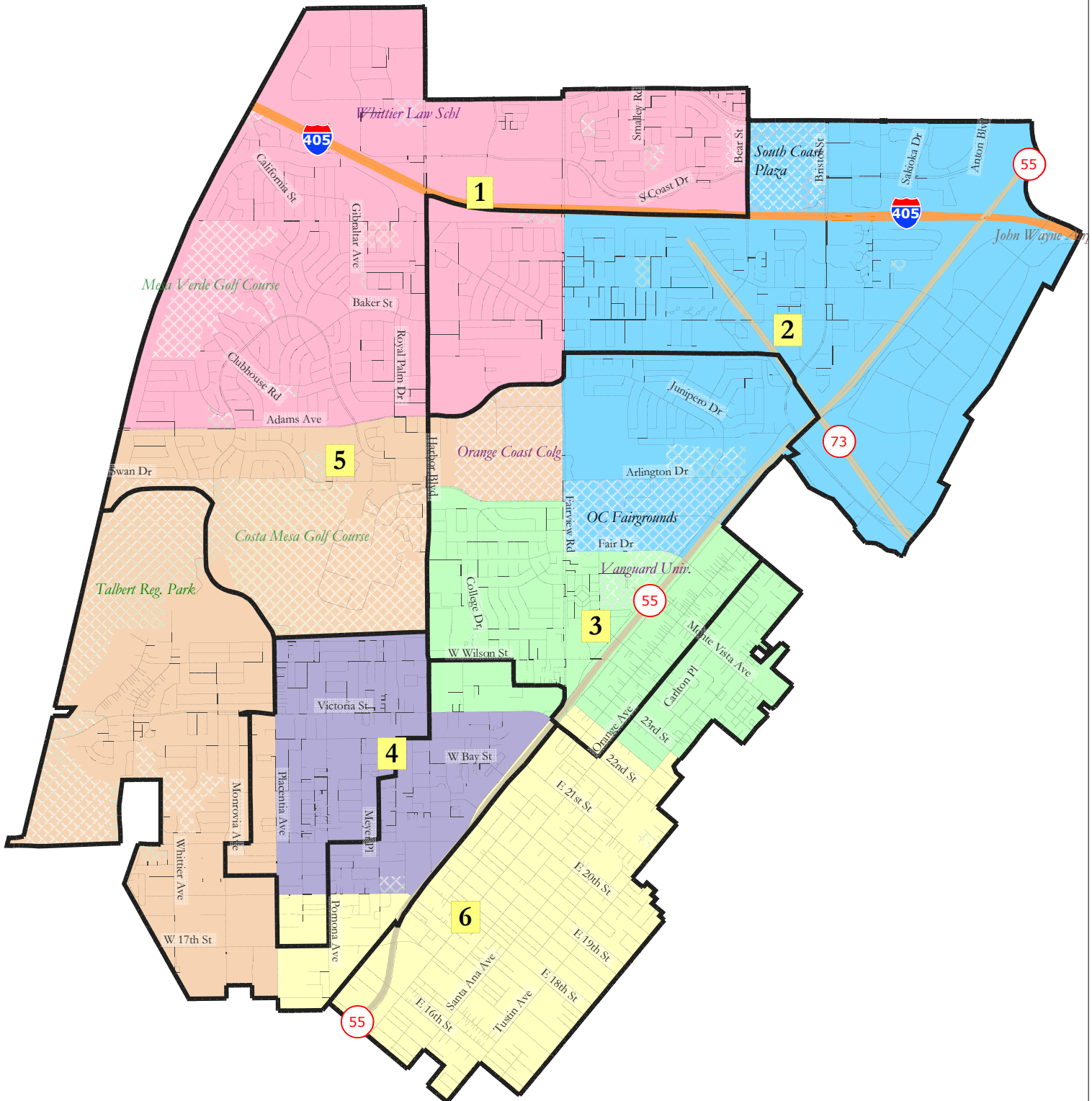
Public Map 103



<i>City of Costa Mesa - Public Map 103</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	15,659	17,515	17,012	21,775	20,336	19,840	112,137
	Deviation from ideal	-3,031	-1,175	-1,678	3,086	1,647	1,151	6,116
	% Deviation	-16.21%	-6.28%	-8.98%	16.51%	8.81%	6.16%	32.72%
2020 Total Pop	% Hisp	22%	27%	36%	73%	36%	17%	36%
	% NH White	61%	46%	45%	19%	52%	72%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	11%	21%	13%	6%	7%	7%	10%
Citizen Voting Age Pop	Total	11,097	13,230	11,804	10,193	14,015	14,613	74,953
	% Hisp	14%	22%	19%	51%	25%	12%	23%
	% NH White	75%	49%	64%	36%	64%	81%	63%
	% NH Black	0%	6%	3%	2%	2%	1%	2%
	% Asian/Pac.Isl.	10%	21%	13%	9%	8%	5%	11%
Voter Registration (Nov 2020)	Total	10,666	10,372	9,061	7,613	11,724	13,161	62,597
	% Latino est.	13%	20%	22%	49%	21%	10%	21%
	% Spanish-Surnamed	12%	18%	21%	44%	19%	9%	19%
	% Asian-Surnamed	5%	13%	6%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	82%	61%	69%	46%	72%	85%	71%
	% NH Black	0%	6%	3%	2%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	7,272	5,916	5,226	3,822	7,133	8,388	37,757
	% Latino est.	10%	16%	17%	46%	18%	9%	17%
	% Spanish-Surnamed	10%	15%	16%	42%	17%	8%	16%
	% Asian-Surnamed	4%	11%	5%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	85%	66%	74%	48%	74%	87%	75%
	% NH Black	0%	6%	3%	3%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	9,546	8,820	7,644	5,956	10,074	11,694	53,734
	% Latino est.	12%	19%	21%	46%	20%	10%	19%
	% Spanish-Surnamed	11%	17%	19%	42%	18%	9%	18%
	% Asian-Surnamed	5%	12%	6%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	83%	62%	70%	48%	73%	86%	73%
	% NH Black est.	0%	6%	3%	2%	3%	1%	2%
ACS Pop. Est.	Total	15,260	17,988	16,538	23,652	20,115	19,671	113,224
Age	age0-19	24%	18%	19%	31%	21%	22%	23%
	age20-60	56%	68%	65%	59%	63%	59%	61%
	age60plus	21%	15%	15%	10%	16%	19%	16%
Immigration	immigrants	18%	26%	26%	39%	25%	12%	25%
	naturalized	59%	58%	53%	26%	38%	60%	44%
Language spoken at home	english	77%	60%	63%	28%	64%	85%	61%
	spanish	11%	18%	25%	66%	30%	10%	29%
	asian-lang	5%	16%	6%	3%	3%	3%	6%
	other lang	6%	5%	6%	3%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	12%	14%	32%	15%	5%	15%
Education (among those age 25+)	hs-grad	37%	37%	37%	42%	39%	36%	38%
	bachelor	32%	33%	29%	13%	27%	33%	28%
	graduatedegree	15%	14%	11%	5%	13%	18%	13%
Child in Household	child-under18	31%	22%	23%	46%	28%	28%	30%
Pct of Pop. Age 16+	employed	67%	75%	75%	71%	73%	74%	73%
Household Income	income 0-25k	7%	11%	12%	18%	13%	13%	12%
	income 25-50k	14%	9%	20%	23%	16%	12%	15%
	income 50-75k	13%	17%	15%	22%	16%	13%	16%
	income 75-200k	46%	53%	45%	30%	44%	44%	44%
	income 200k-plus	20%	10%	9%	6%	12%	18%	12%
Housing Stats	single family	69%	37%	38%	32%	56%	65%	50%
	multi-family	31%	63%	62%	68%	44%	35%	50%
	rented	40%	67%	69%	82%	57%	54%	62%
	owned	60%	33%	31%	18%	43%	46%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

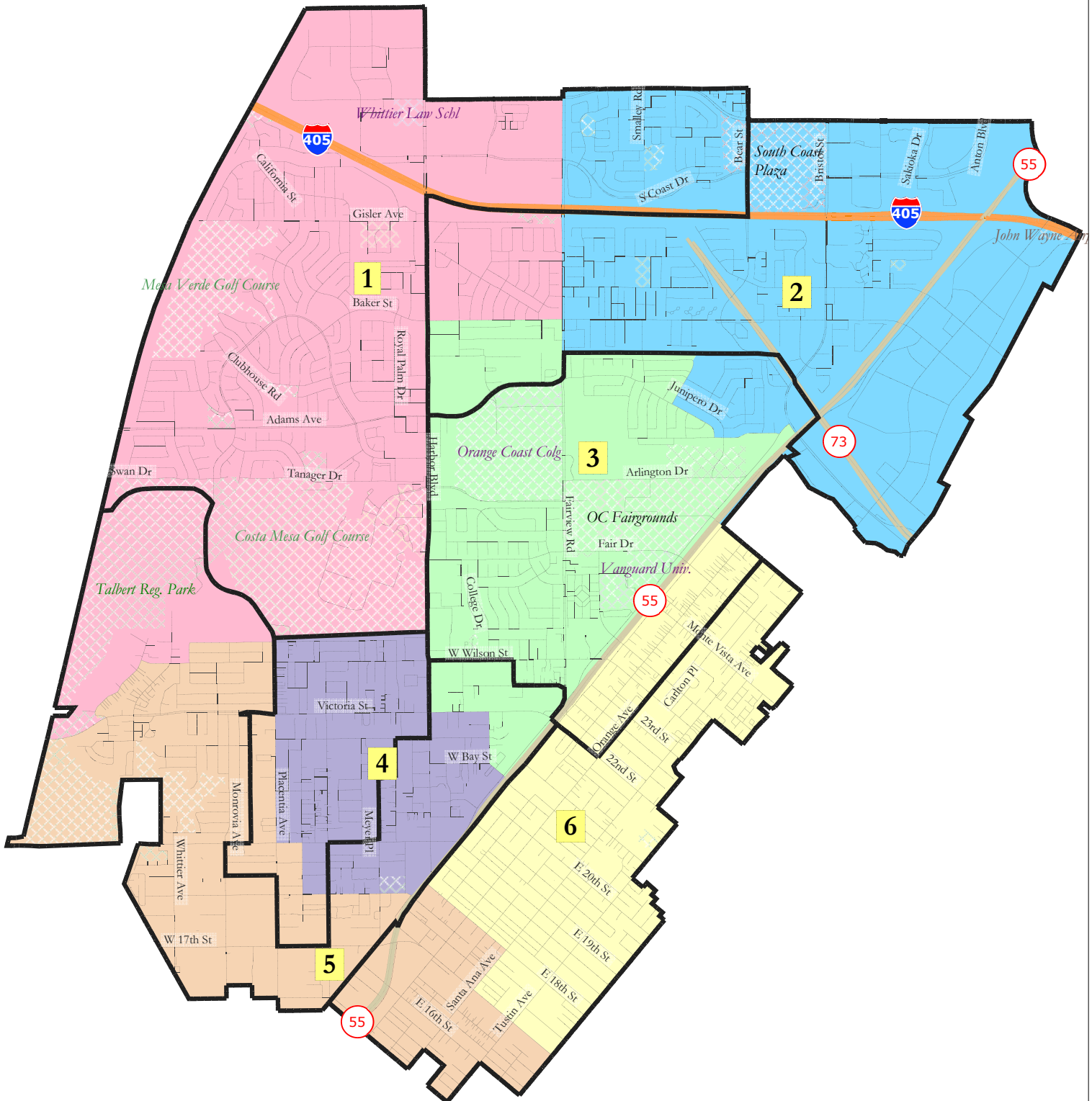
Public Map 104



<i>City of Costa Mesa - Public Map 104</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,476	18,445	18,723	20,067	17,700	17,726	112,137
	Deviation from ideal	787	-245	34	1,378	-990	-964	2,367
	% Deviation	4.21%	-1.31%	0.18%	7.37%	-5.29%	-5.16%	12.66%
2020 Total Pop	% Hisp	27%	33%	29%	68%	33%	26%	36%
	% NH White	53%	44%	57%	23%	52%	64%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	15%	18%	8%	6%	9%	6%	10%
Citizen Voting Age Pop	Total	14,591	12,833	13,482	9,474	12,416	12,156	74,953
	% Hisp	17%	24%	17%	48%	24%	15%	23%
	% NH White	66%	48%	72%	43%	63%	78%	63%
	% NH Black	3%	5%	1%	1%	3%	2%	2%
	% Asian/Pac.Isl.	14%	22%	8%	6%	10%	5%	11%
Voter Registration (Nov 2020)	Total	12,518	10,126	11,030	7,660	10,246	11,017	62,597
	% Latino est.	17%	22%	17%	44%	20%	13%	21%
	% Spanish-Surnamed	16%	20%	16%	40%	19%	12%	19%
	% Asian-Surnamed	7%	11%	3%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	74%	61%	78%	53%	73%	81%	71%
	% NH Black	2%	5%	1%	1%	2%	3%	2%
Voter Turnout (Nov 2018)	Total	8,087	5,758	6,848	3,978	6,327	6,759	37,757
	% Latino est.	13%	18%	15%	40%	17%	10%	17%
	% Spanish-Surnamed	12%	17%	14%	37%	16%	10%	16%
	% Asian-Surnamed	5%	10%	3%	4%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	79%	66%	81%	55%	76%	83%	75%
	% NH Black	2%	5%	1%	1%	3%	2%	2%
Voter Turnout (Nov 2020)	Total	10,966	8,585	9,639	6,102	8,770	9,672	53,734
	% Latino est.	15%	20%	16%	41%	19%	12%	19%
	% Spanish-Surnamed	14%	18%	15%	37%	17%	11%	18%
	% Asian-Surnamed	7%	11%	4%	5%	5%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	75%	63%	79%	55%	75%	81%	73%
	% NH Black est.	2%	5%	1%	1%	2%	3%	2%
ACS Pop. Est.	Total	20,096	18,108	18,824	20,860	17,444	17,892	113,224
Age	age0-19	22%	20%	22%	30%	20%	23%	23%
	age20-60	60%	67%	60%	60%	61%	62%	61%
	age60plus	19%	14%	18%	10%	19%	15%	16%
Immigration	immigrants	22%	28%	20%	40%	21%	17%	25%
	naturalized	54%	60%	49%	26%	51%	36%	44%
Language spoken at home	english	70%	56%	71%	30%	68%	75%	61%
	spanish	16%	24%	20%	64%	25%	21%	29%
	asian-lang	9%	14%	5%	3%	2%	2%	6%
	other lang	5%	6%	4%	3%	5%	2%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	14%	11%	31%	13%	9%	15%
Education (among those age 25+)	hs-grad	38%	35%	39%	40%	42%	35%	38%
	bachelor	28%	33%	29%	14%	26%	35%	28%
	graduatedegree	16%	13%	15%	7%	11%	14%	13%
Child in Household	child-under18	28%	24%	27%	44%	26%	31%	30%
Pct of Pop. Age 16+	employed	72%	75%	75%	71%	70%	74%	73%
Household Income	income 0-25k	10%	10%	12%	18%	13%	12%	12%
	income 25-50k	14%	12%	15%	21%	17%	15%	15%
	income 50-75k	13%	17%	14%	21%	19%	13%	16%
	income 75-200k	46%	52%	46%	33%	41%	43%	44%
	income 200k-plus	17%	10%	14%	6%	10%	17%	12%
Housing Stats	single family	61%	37%	53%	37%	49%	59%	50%
	multi-family	39%	63%	47%	63%	51%	41%	50%
	rented	47%	69%	56%	79%	61%	60%	62%
	owned	53%	31%	44%	21%	39%	40%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

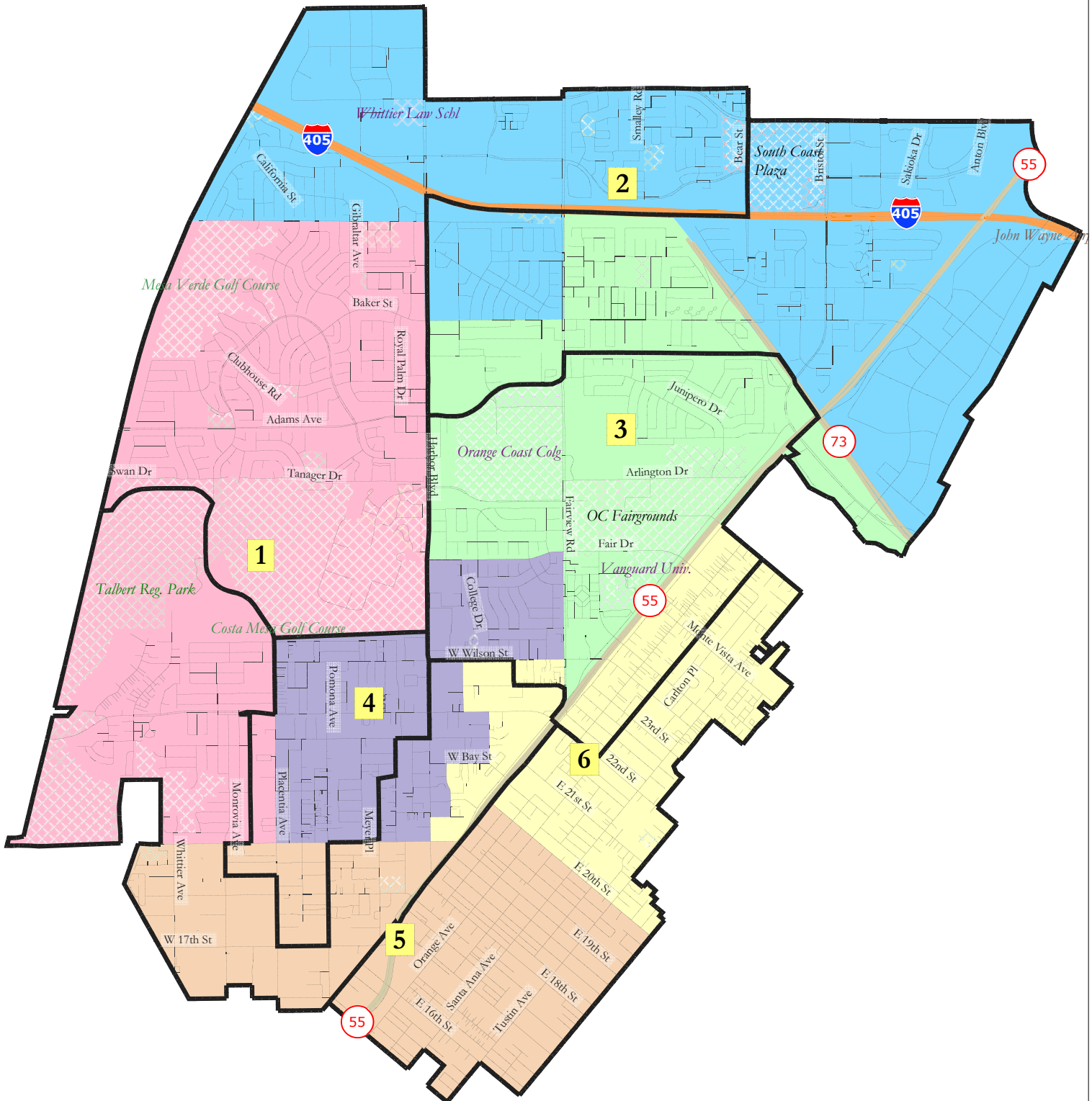
Public Map 105



<i>City of Costa Mesa - Public Map 105</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,813	19,266	18,831	18,583	17,967	18,677	112,137
	Deviation from ideal	124	577	142	-107	-723	-13	1,299
	% Deviation	0.66%	3.08%	0.76%	-0.57%	-3.87%	-0.07%	6.95%
2020 Total Pop	% Hisp	24%	28%	41%	68%	41%	17%	36%
	% NH White	58%	47%	42%	23%	49%	72%	48%
	% NH Black	2%	2%	2%	1%	1%	1%	2%
	% Asian-American	12%	20%	11%	6%	6%	7%	10%
Citizen Voting Age Pop	Total	13,662	14,425	12,585	8,883	11,625	13,774	74,953
	% Hisp	16%	22%	23%	49%	25%	12%	23%
	% NH White	69%	50%	62%	43%	65%	80%	63%
	% NH Black	2%	6%	3%	1%	2%	1%	2%
	% Asian/Pac.Isl.	13%	20%	12%	6%	7%	5%	11%
Voter Registration (Nov 2020)	Total	12,373	11,233	9,551	7,164	9,838	12,438	62,597
	% Latino est.	15%	20%	26%	43%	22%	10%	21%
	% Spanish-Surnamed	14%	18%	23%	39%	20%	10%	19%
	% Asian-Surnamed	5%	12%	5%	5%	3%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	79%	62%	67%	53%	71%	85%	71%
	% NH Black	1%	6%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,266	6,491	5,400	3,720	5,862	8,018	37,757
	% Latino est.	11%	16%	21%	41%	18%	9%	17%
	% Spanish-Surnamed	11%	15%	19%	37%	17%	8%	16%
	% Asian-Surnamed	4%	10%	4%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	83%	66%	72%	55%	74%	87%	75%
	% NH Black	1%	6%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,962	9,582	8,013	5,690	8,415	11,072	53,734
	% Latino est.	13%	19%	24%	41%	20%	10%	19%
	% Spanish-Surnamed	12%	17%	22%	37%	18%	9%	18%
	% Asian-Surnamed	5%	12%	5%	5%	3%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	63%	68%	55%	73%	86%	73%
	% NH Black est.	1%	6%	3%	1%	3%	1%	2%
ACS Pop. Est.	Total	18,720	19,775	18,372	19,467	18,331	18,559	113,224
Age	age0-19	23%	18%	20%	30%	23%	22%	23%
	age20-60	56%	67%	66%	60%	62%	58%	61%
	age60plus	21%	15%	14%	10%	15%	19%	16%
Immigration	immigrants	18%	27%	28%	40%	24%	12%	25%
	naturalized	59%	58%	47%	26%	33%	61%	44%
Language spoken at home	english	74%	60%	58%	30%	61%	85%	61%
	spanish	14%	19%	31%	63%	35%	10%	29%
	asian-lang	6%	16%	6%	3%	2%	3%	6%
	other lang	6%	5%	5%	3%	2%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	16%	31%	16%	5%	15%
Education (among those age 25+)	hs-grad	40%	37%	39%	41%	36%	36%	38%
	bachelor	30%	32%	28%	14%	27%	32%	28%
	graduatedegree	14%	14%	10%	7%	12%	19%	13%
Child in Household	child-under18	30%	23%	24%	43%	32%	29%	30%
Pct of Pop. Age 16+	employed	67%	75%	76%	71%	73%	74%	73%
Household Income	income 0-25k	9%	11%	12%	18%	13%	13%	12%
	income 25-50k	15%	10%	19%	21%	17%	12%	15%
	income 50-75k	14%	16%	15%	21%	17%	13%	16%
	income 75-200k	43%	53%	45%	34%	42%	44%	44%
	income 200k-plus	18%	11%	8%	6%	12%	18%	12%
Housing Stats	single family	62%	39%	33%	37%	58%	67%	50%
	multi-family	38%	61%	67%	63%	42%	33%	50%
	rented	47%	65%	73%	79%	59%	52%	62%
	owned	53%	35%	27%	21%	41%	48%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

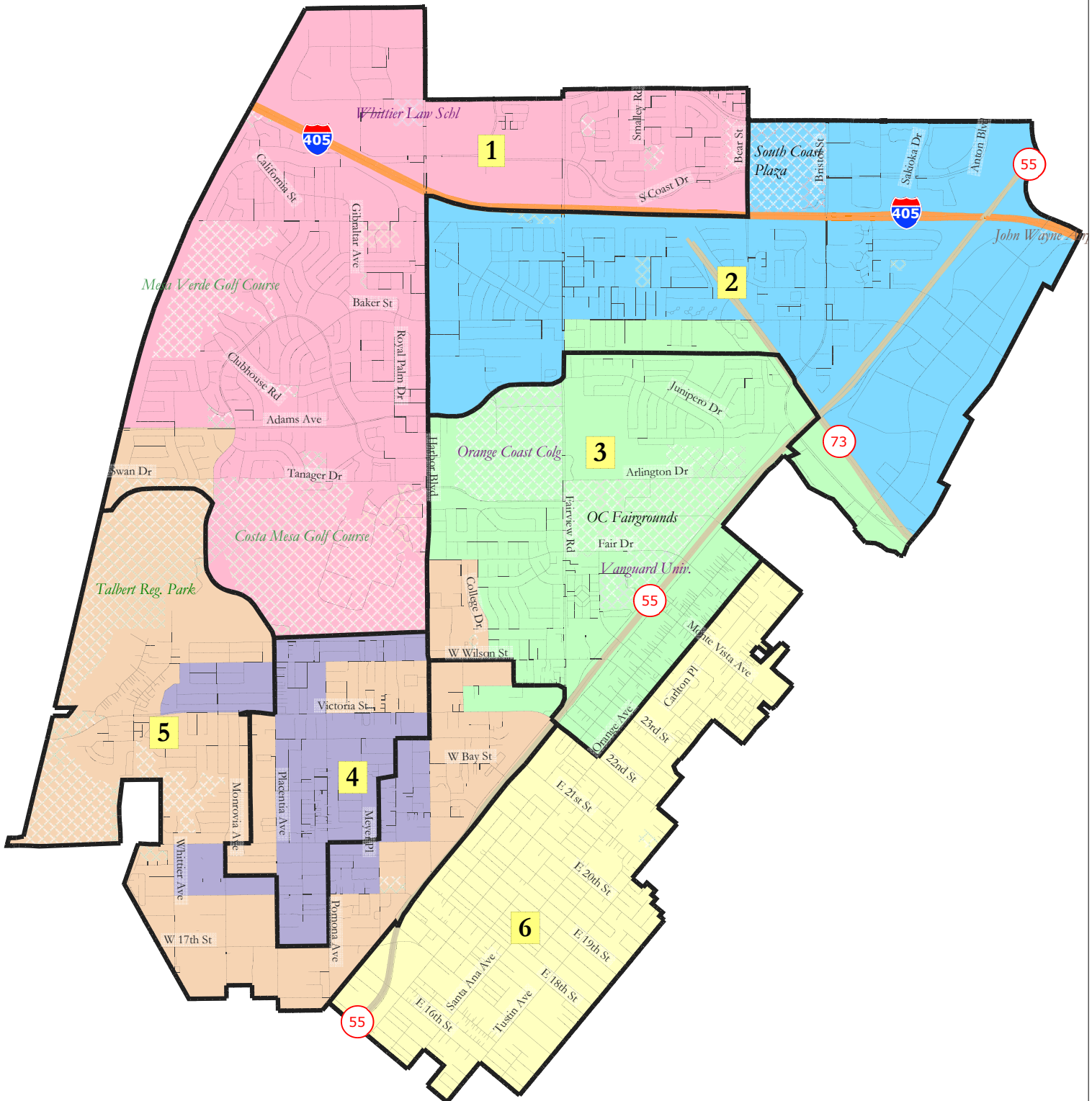
Public Map 106



<i>City of Costa Mesa - Public Map 106</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,386	18,285	18,034	18,438	19,383	18,611	112,137
	Deviation from ideal	697	-405	-656	-252	694	-79	1,352
	% Deviation	3.73%	-2.16%	-3.51%	-1.35%	3.71%	-0.42%	7.23%
2020 Total Pop	% Hisp	27%	24%	38%	64%	37%	28%	36%
	% NH White	57%	51%	42%	26%	53%	60%	48%
	% NH Black	2%	2%	2%	1%	1%	1%	2%
	% Asian-American	10%	19%	14%	6%	6%	7%	10%
Citizen Voting Age Pop	Total	14,216	14,155	12,268	9,524	12,037	12,753	74,953
	% Hisp	20%	19%	22%	44%	18%	19%	23%
	% NH White	67%	54%	59%	46%	75%	72%	63%
	% NH Black	2%	5%	3%	1%	1%	1%	2%
	% Asian/Pac.Isl.	9%	21%	15%	6%	5%	7%	11%
Voter Registration (Nov 2020)	Total	12,386	11,463	9,477	7,385	10,833	11,053	62,597
	% Latino est.	17%	18%	23%	41%	18%	16%	21%
	% Spanish-Surnamed	15%	16%	21%	37%	16%	15%	19%
	% Asian-Surnamed	4%	11%	8%	4%	3%	4%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	66%	66%	55%	76%	79%	71%
	% NH Black	2%	5%	3%	1%	2%	1%	2%
Voter Turnout (Nov 2018)	Total	8,235	6,805	5,521	4,017	6,306	6,873	37,757
	% Latino est.	14%	15%	18%	37%	14%	14%	17%
	% Spanish-Surnamed	13%	14%	17%	34%	13%	13%	16%
	% Asian-Surnamed	4%	8%	7%	3%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	81%	71%	72%	59%	79%	81%	75%
	% NH Black	2%	5%	3%	1%	2%	1%	2%
Voter Turnout (Nov 2020)	Total	10,893	9,885	7,978	5,973	9,332	9,673	53,734
	% Latino est.	15%	17%	21%	38%	16%	15%	19%
	% Spanish-Surnamed	14%	16%	19%	35%	15%	14%	18%
	% Asian-Surnamed	4%	10%	8%	5%	3%	4%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	79%	67%	68%	57%	77%	80%	73%
	% NH Black est.	2%	5%	3%	1%	2%	1%	2%
ACS Pop. Est.	Total	19,161	19,020	17,899	19,235	19,312	18,598	113,224
Age	age0-19	21%	18%	21%	29%	23%	24%	23%
	age20-60	58%	67%	65%	60%	62%	58%	61%
	age60plus	21%	15%	14%	11%	15%	18%	16%
Immigration	immigrants	16%	25%	28%	37%	25%	19%	25%
	naturalized	61%	59%	53%	29%	27%	48%	44%
Language spoken at home	english	73%	64%	60%	34%	65%	71%	61%
	spanish	18%	14%	27%	59%	31%	22%	29%
	asian-lang	3%	15%	8%	4%	1%	4%	6%
	other lang	5%	7%	5%	3%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	11%	15%	29%	16%	11%	15%
Education (among those age 25+)	hs-grad	40%	36%	39%	41%	35%	38%	38%
	bachelor	29%	34%	26%	17%	31%	27%	28%
	graduatedegree	14%	15%	11%	6%	13%	17%	13%
Child in Household	child-under18	28%	23%	28%	39%	31%	31%	30%
Pct of Pop. Age 16+	employed	68%	75%	75%	71%	73%	74%	73%
Household Income	income 0-25k	9%	11%	11%	15%	15%	14%	12%
	income 25-50k	15%	9%	19%	20%	17%	16%	15%
	income 50-75k	16%	16%	16%	20%	16%	13%	16%
	income 75-200k	43%	53%	46%	38%	40%	42%	44%
	income 200k-plus	16%	12%	9%	8%	13%	15%	12%
Housing Stats	single family	60%	42%	44%	40%	52%	57%	50%
	multi-family	40%	58%	56%	60%	48%	43%	50%
	rented	49%	63%	65%	75%	65%	56%	62%
	owned	51%	37%	35%	25%	35%	44%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

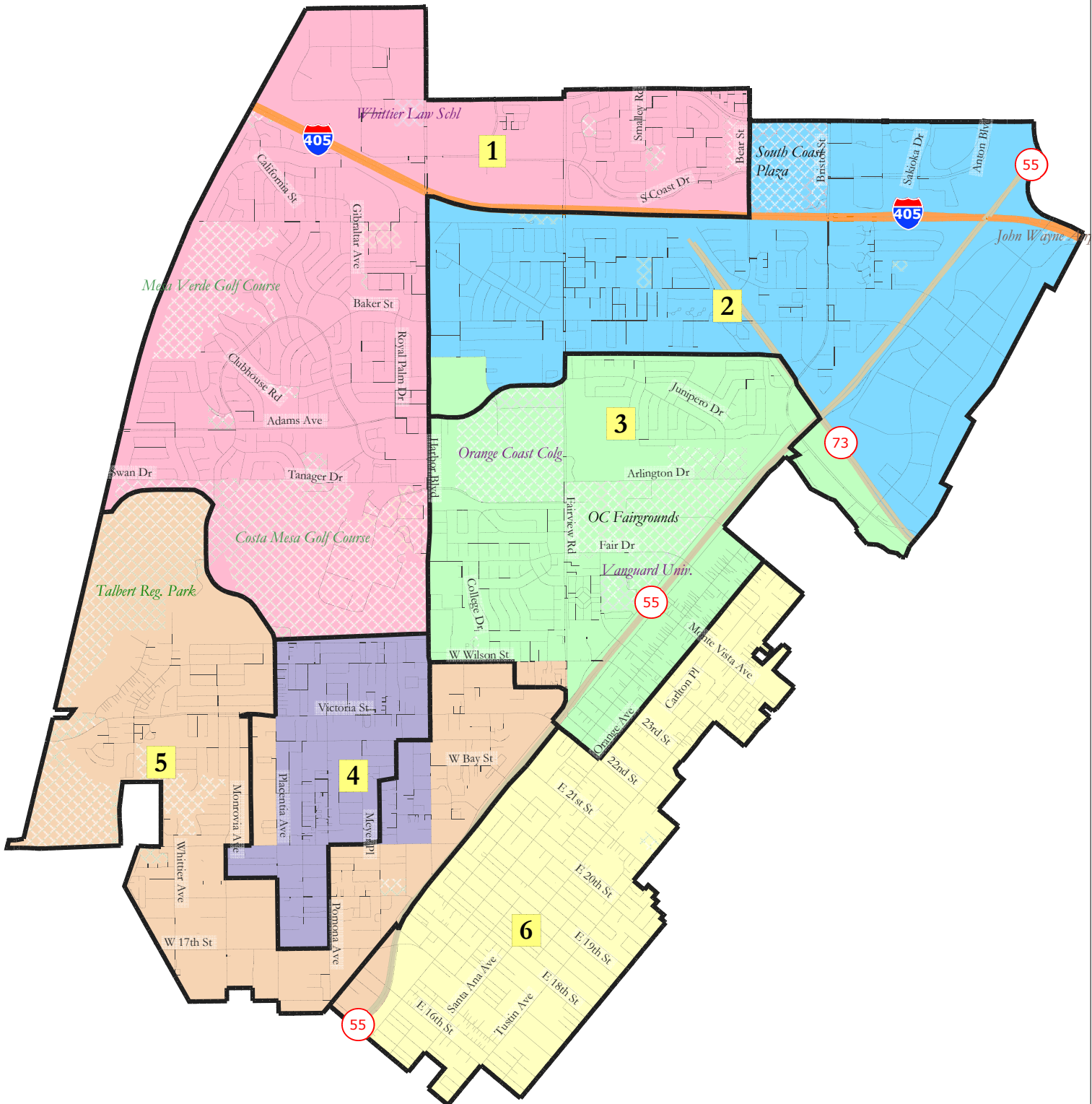
Public Map 107



<i>City of Costa Mesa - Public Map 107</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,692	18,597	18,573	18,811	18,667	18,797	112,137
	Deviation from ideal	3	-93	-117	122	-23	108	238
	% Deviation	0.01%	-0.49%	-0.62%	0.65%	-0.12%	0.58%	1.27%
2020 Total Pop	% Hisp	24%	31%	34%	73%	40%	16%	36%
	% NH White	56%	45%	51%	19%	47%	72%	48%
	% NH Black	2%	2%	1%	1%	2%	1%	2%
	% Asian-American	14%	18%	10%	5%	8%	6%	10%
Citizen Voting Age Pop	Total	13,938	13,802	12,848	8,478	11,603	14,283	74,953
	% Hisp	17%	21%	20%	53%	26%	12%	23%
	% NH White	67%	52%	66%	37%	65%	80%	63%
	% NH Black	3%	5%	2%	1%	2%	1%	2%
	% Asian/Pac.Isl.	12%	20%	12%	7%	6%	6%	11%
Voter Registration (Nov 2020)	Total	12,073	10,520	10,246	6,614	10,326	12,818	62,597
	% Latino est.	15%	22%	19%	48%	24%	10%	21%
	% Spanish-Surnamed	14%	20%	18%	43%	22%	9%	19%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	75%	62%	74%	49%	70%	85%	71%
	% NH Black	2%	6%	1%	1%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	7,879	5,845	6,198	3,388	6,253	8,194	37,757
	% Latino est.	12%	18%	16%	45%	21%	8%	17%
	% Spanish-Surnamed	11%	17%	15%	41%	19%	8%	16%
	% Asian-Surnamed	6%	9%	5%	3%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	67%	78%	51%	73%	86%	75%
	% NH Black	2%	6%	1%	1%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	10,613	8,848	8,815	5,211	8,844	11,403	53,734
	% Latino est.	14%	21%	18%	45%	23%	9%	19%
	% Spanish-Surnamed	13%	19%	16%	41%	21%	9%	18%
	% Asian-Surnamed	7%	10%	6%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	76%	63%	75%	52%	71%	85%	73%
	% NH Black est.	2%	6%	1%	1%	2%	2%	2%
ACS Pop. Est.	Total	19,182	18,495	18,480	20,306	17,604	19,158	113,224
Age	age0-19	22%	17%	22%	31%	23%	22%	23%
	age20-60	56%	71%	60%	60%	61%	61%	61%
	age60plus	22%	12%	18%	10%	16%	18%	16%
Immigration	immigrants	19%	26%	25%	40%	28%	12%	25%
	naturalized	56%	60%	50%	25%	36%	56%	44%
Language spoken at home	english	70%	62%	64%	28%	61%	84%	61%
	spanish	16%	17%	25%	67%	35%	10%	29%
	asian-lang	8%	13%	6%	3%	2%	3%	6%
	other lang	5%	8%	4%	3%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	12%	13%	32%	17%	4%	15%
Education (among those age 25+)	hs-grad	40%	36%	40%	41%	39%	34%	38%
	bachelor	29%	33%	28%	13%	25%	37%	28%
	graduatedegree	15%	14%	12%	6%	12%	17%	13%
Child in Household	child-under18	29%	21%	28%	47%	28%	28%	30%
Pct of Pop. Age 16+	employed	67%	79%	72%	71%	72%	75%	73%
Household Income	income 0-25k	11%	10%	12%	18%	14%	11%	12%
	income 25-50k	15%	11%	18%	22%	16%	12%	15%
	income 50-75k	15%	17%	14%	21%	16%	13%	16%
	income 75-200k	42%	54%	43%	32%	44%	45%	44%
	income 200k-plus	16%	9%	12%	6%	10%	19%	12%
Housing Stats	single family	56%	30%	55%	39%	52%	64%	50%
	multi-family	44%	70%	45%	61%	48%	36%	50%
	rented	50%	75%	57%	77%	59%	55%	62%
	owned	50%	25%	43%	23%	41%	45%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

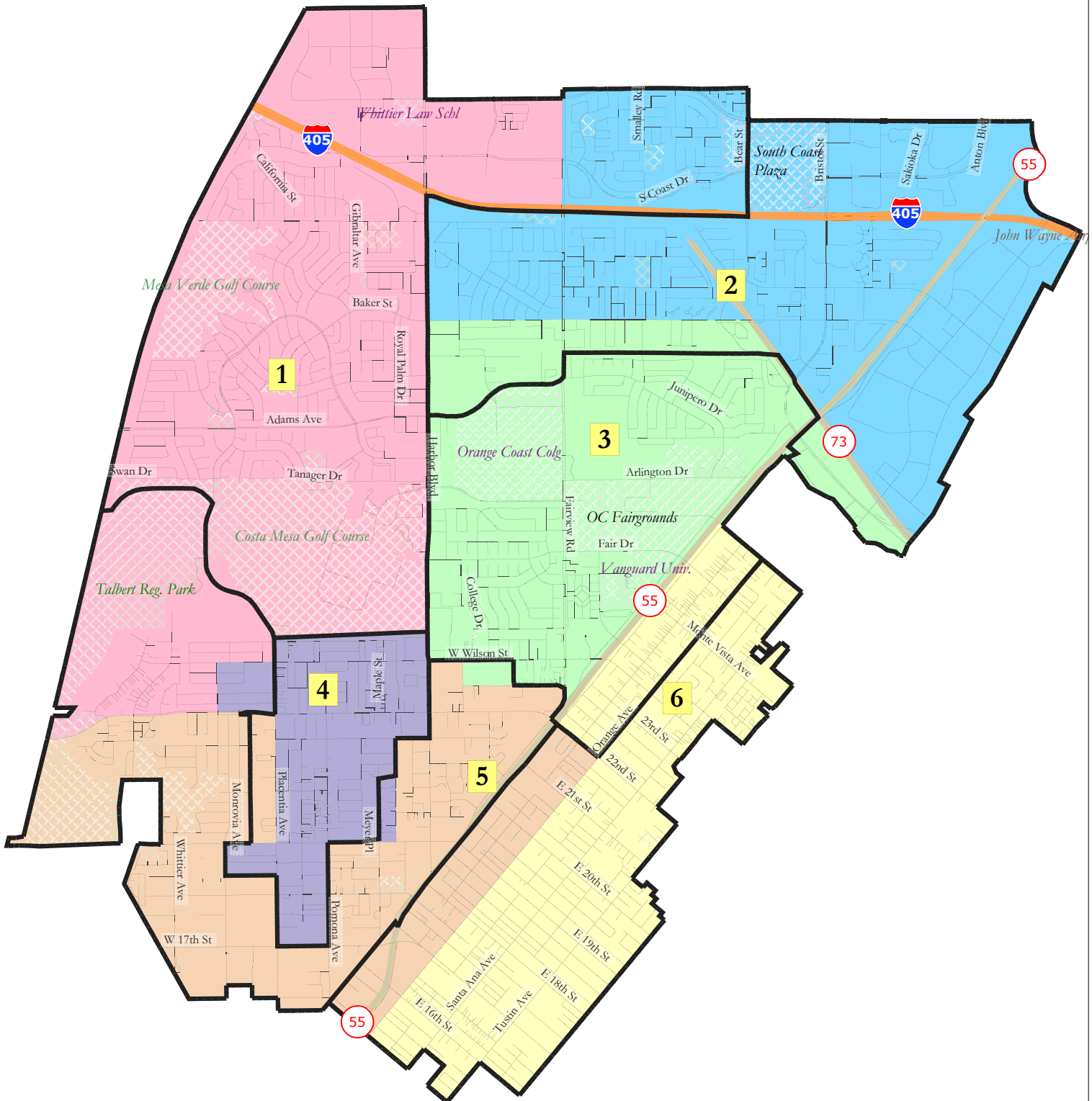
NDC Map 108



City of Costa Mesa - NDC Map 108								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,636	18,014	18,609	18,907	18,479	18,492	112,137
	Deviation from ideal	947	-676	-81	218	-211	-198	1,622
	% Deviation	5.06%	-3.61%	-0.43%	1.16%	-1.13%	-1.06%	8.68%
2020 Total Pop	% Hisp	24%	32%	31%	77%	40%	16%	36%
	% NH White	56%	44%	53%	16%	48%	73%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	14%	18%	11%	5%	7%	6%	10%
Citizen Voting Age Pop	Total	14,607	12,845	13,368	8,213	11,769	14,149	74,953
	% Hisp	17%	22%	17%	56%	28%	11%	23%
	% NH White	67%	49%	70%	34%	62%	80%	63%
	% NH Black	3%	5%	2%	1%	2%	1%	2%
	% Asian/Pac.Isl.	12%	22%	9%	7%	8%	6%	11%
Voter Registration (Nov 2020)	Total	12,794	10,083	10,635	6,184	10,419	12,482	62,597
	% Latino est.	15%	22%	19%	53%	24%	9%	21%
	% Spanish-Surnamed	14%	20%	17%	48%	22%	9%	19%
	% Asian-Surnamed	7%	11%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	76%	61%	75%	44%	69%	86%	71%
	% NH Black	2%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,434	5,731	6,286	3,118	6,131	8,057	37,757
	% Latino est.	11%	18%	15%	49%	21%	8%	17%
	% Spanish-Surnamed	11%	17%	14%	45%	20%	8%	16%
	% Asian-Surnamed	6%	9%	4%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	66%	79%	47%	71%	87%	75%
	% NH Black	2%	5%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	11,294	8,520	9,108	4,846	8,830	11,136	53,734
	% Latino est.	14%	21%	17%	50%	22%	9%	19%
	% Spanish-Surnamed	13%	19%	16%	45%	20%	9%	18%
	% Asian-Surnamed	7%	11%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	77%	63%	76%	47%	70%	86%	73%
	% NH Black est.	2%	6%	2%	1%	3%	1%	2%
ACS Pop. Est.	Total	20,175	17,418	18,496	20,612	17,591	18,932	113,224
Age	age0-19	23%	18%	20%	32%	21%	22%	23%
	age20-60	55%	70%	62%	59%	63%	61%	61%
	age60plus	22%	12%	17%	9%	16%	18%	16%
Immigration	immigrants	19%	26%	23%	41%	28%	12%	25%
	naturalized	56%	60%	54%	25%	35%	59%	44%
Language spoken at home	english	71%	60%	69%	25%	59%	85%	61%
	spanish	16%	19%	20%	70%	35%	10%	29%
	asian-lang	8%	14%	5%	3%	3%	3%	6%
	other lang	5%	7%	5%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	12%	12%	34%	18%	4%	15%
Education (among those age 25+)	hs-grad	39%	37%	38%	40%	41%	34%	38%
	bachelor	30%	32%	30%	13%	23%	37%	28%
	graduatedegree	15%	13%	13%	5%	12%	17%	13%
Child in Household	child-under18	29%	23%	25%	49%	28%	28%	30%
Pct of Pop. Age 16+	employed	66%	78%	74%	71%	73%	75%	73%
Household Income	income 0-25k	11%	9%	13%	19%	14%	11%	12%
	income 25-50k	15%	10%	18%	22%	17%	12%	15%
	income 50-75k	15%	16%	15%	22%	16%	13%	16%
	income 75-200k	42%	56%	42%	32%	42%	45%	44%
	income 200k-plus	17%	9%	11%	5%	10%	19%	12%
Housing Stats	single family	58%	34%	49%	36%	52%	64%	50%
	multi-family	42%	66%	51%	64%	48%	36%	50%
	rented	48%	72%	63%	80%	58%	55%	62%
	owned	52%	28%	37%	20%	42%	45%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

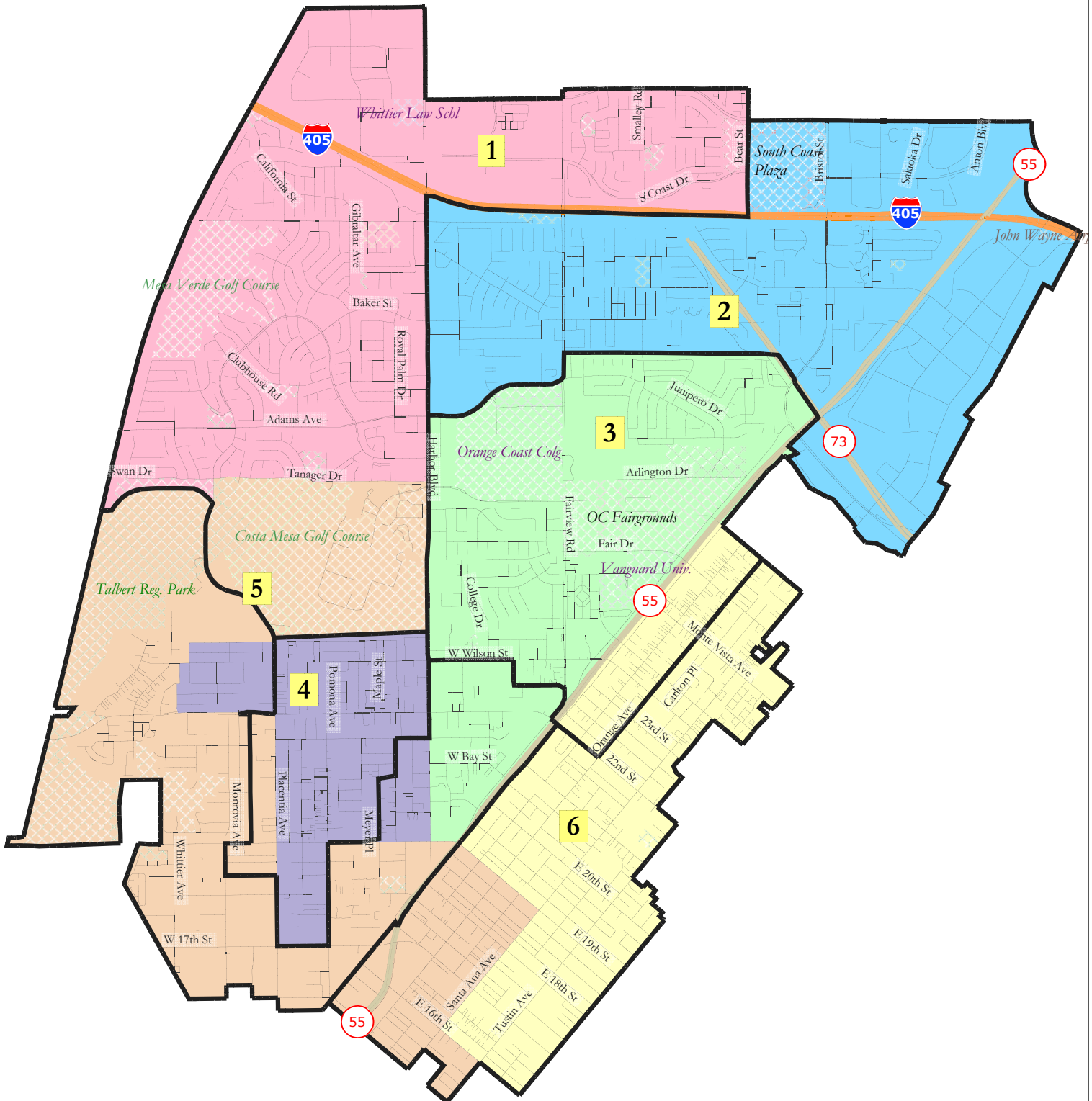
NDC Map 109



<i>City of Costa Mesa - NDC Map 109</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,650	18,924	19,116	18,040	18,374	19,033	112,137
	Deviation from ideal	-40	235	427	-650	-316	344	1,076
	% Deviation	-0.21%	1.25%	2.28%	-3.48%	-1.69%	1.84%	5.76%
2020 Total Pop	% Hisp	26%	27%	39%	76%	37%	15%	36%
	% NH White	58%	47%	43%	16%	51%	74%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	11%	19%	12%	4%	7%	6%	10%
Citizen Voting Age Pop	Total	13,643	14,230	13,044	8,130	11,446	14,461	74,953
	% Hisp	18%	22%	22%	57%	23%	11%	23%
	% NH White	69%	50%	62%	33%	68%	81%	63%
	% NH Black	2%	5%	3%	1%	2%	1%	2%
	% Asian/Pac.Isl.	11%	21%	12%	7%	7%	6%	11%
Voter Registration (Nov 2020)	Total	12,124	11,400	10,059	5,971	10,330	12,713	62,597
	% Latino est.	15%	20%	24%	53%	20%	9%	21%
	% Spanish-Surnamed	14%	18%	22%	49%	19%	9%	19%
	% Asian-Surnamed	5%	12%	6%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	63%	67%	44%	72%	86%	71%
	% NH Black	1%	5%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,026	6,715	5,751	3,075	5,858	8,332	37,757
	% Latino est.	12%	16%	19%	49%	18%	8%	17%
	% Spanish-Surnamed	11%	15%	18%	45%	16%	8%	16%
	% Asian-Surnamed	4%	10%	5%	3%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	82%	68%	72%	47%	74%	87%	75%
	% NH Black	1%	5%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,703	9,753	8,471	4,703	8,743	11,361	53,734
	% Latino est.	14%	19%	23%	50%	19%	9%	19%
	% Spanish-Surnamed	13%	17%	21%	46%	17%	8%	18%
	% Asian-Surnamed	5%	11%	6%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	64%	69%	47%	73%	86%	73%
	% NH Black est.	1%	5%	3%	1%	3%	1%	2%
ACS Pop. Est.	Total	18,588	19,424	18,922	20,072	17,058	19,160	113,224
Age	age0-19	22%	19%	21%	32%	20%	23%	23%
	age20-60	56%	67%	65%	58%	64%	58%	61%
	age60plus	22%	14%	14%	9%	16%	19%	16%
Immigration	immigrants	17%	27%	27%	41%	27%	11%	25%
	naturalized	60%	58%	50%	25%	33%	63%	44%
Language spoken at home	english	74%	61%	60%	25%	62%	87%	61%
	spanish	16%	17%	29%	70%	32%	8%	29%
	asian-lang	4%	16%	6%	3%	3%	3%	6%
	other lang	6%	6%	5%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	15%	32%	18%	3%	15%
Education (among those age 25+)	hs-grad	40%	38%	38%	39%	40%	35%	38%
	bachelor	29%	32%	28%	13%	27%	35%	28%
	graduatedegree	14%	14%	11%	5%	13%	19%	13%
Child in Household	child-under18	29%	24%	25%	49%	27%	29%	30%
Pct of Pop. Age 16+	employed	68%	75%	76%	70%	75%	73%	73%
Household Income	income 0-25k	10%	10%	12%	19%	14%	11%	12%
	income 25-50k	15%	9%	19%	22%	18%	11%	15%
	income 50-75k	16%	16%	15%	22%	16%	13%	16%
	income 75-200k	43%	54%	45%	31%	42%	45%	44%
	income 200k-plus	17%	11%	8%	6%	10%	20%	12%
Housing Stats	single family	59%	42%	37%	38%	49%	70%	50%
	multi-family	41%	58%	63%	62%	51%	30%	50%
	rented	49%	64%	70%	78%	65%	49%	62%
	owned	51%	36%	30%	22%	35%	51%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

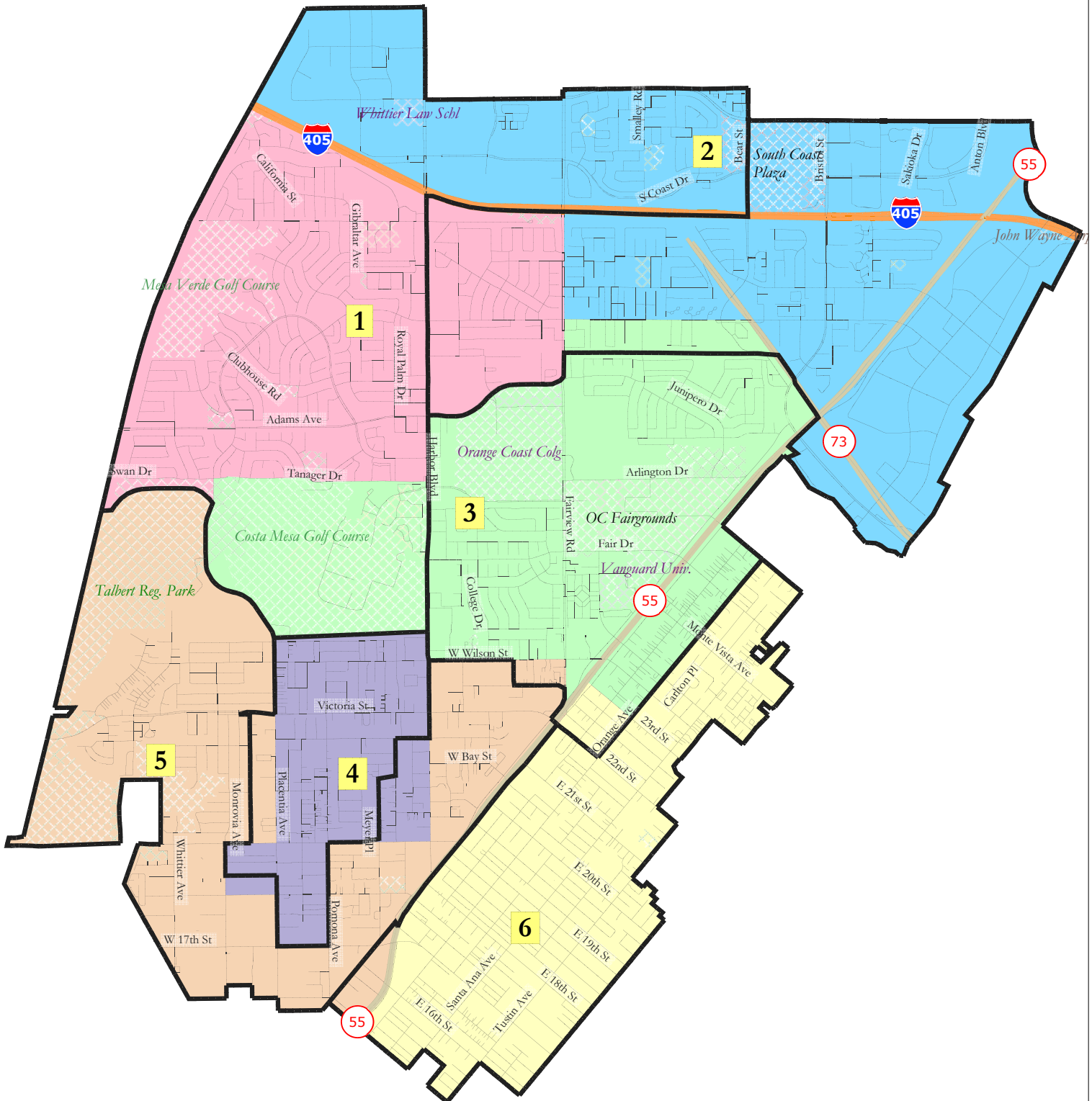
NDC Map 110



City of Costa Mesa - NDC Map 110								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	17,880	19,506	18,889	18,984	18,389	18,489	112,137
	Deviation from ideal	-810	817	200	295	-301	-201	1,626
	% Deviation	-4.33%	4.37%	1.07%	1.58%	-1.61%	-1.07%	8.70%
2020 Total Pop	% Hisp	22%	31%	41%	74%	33%	17%	36%
	% NH White	59%	45%	44%	18%	54%	72%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	14%	18%	10%	5%	8%	6%	10%
Citizen Voting Age Pop	Total	13,051	14,484	11,803	8,933	12,948	13,733	74,953
	% Hisp	15%	21%	23%	56%	20%	12%	23%
	% NH White	71%	52%	62%	34%	67%	81%	63%
	% NH Black	2%	5%	2%	1%	3%	1%	2%
	% Asian/Pac.Isl.	11%	21%	11%	7%	9%	5%	11%
Voter Registration (Nov 2020)	Total	12,030	10,916	9,875	6,605	10,849	12,322	62,597
	% Latino est.	13%	22%	24%	50%	18%	10%	21%
	% Spanish-Surnamed	13%	20%	22%	46%	17%	10%	19%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	62%	69%	47%	73%	86%	71%
	% NH Black	1%	6%	2%	1%	4%	1%	2%
Voter Turnout (Nov 2018)	Total	8,022	6,068	5,866	3,463	6,332	8,006	37,757
	% Latino est.	10%	18%	20%	46%	16%	9%	17%
	% Spanish-Surnamed	10%	17%	18%	43%	15%	9%	16%
	% Asian-Surnamed	6%	9%	5%	3%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	82%	67%	74%	50%	75%	87%	75%
	% NH Black	1%	5%	2%	1%	4%	1%	2%
Voter Turnout (Nov 2020)	Total	10,701	9,182	8,390	5,248	9,225	10,988	53,734
	% Latino est.	13%	21%	22%	47%	17%	10%	19%
	% Spanish-Surnamed	12%	19%	21%	43%	16%	9%	18%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	79%	63%	71%	50%	74%	86%	73%
	% NH Black est.	1%	6%	2%	1%	4%	1%	2%
ACS Pop. Est.	Total	17,975	19,418	17,947	20,901	18,532	18,450	113,224
Age	age0-19	23%	17%	23%	31%	20%	23%	23%
	age20-60	56%	71%	62%	60%	62%	58%	61%
	age60plus	22%	12%	16%	9%	17%	19%	16%
Immigration	immigrants	19%	26%	29%	40%	23%	12%	25%
	naturalized	55%	60%	45%	26%	37%	62%	44%
Language spoken at home	english	74%	62%	57%	26%	68%	85%	61%
	spanish	14%	18%	33%	69%	25%	10%	29%
	asian-lang	8%	13%	6%	3%	3%	3%	6%
	other lang	4%	7%	4%	3%	4%	2%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	17%	32%	13%	5%	15%
Education (among those age 25+)	hs-grad	37%	37%	39%	41%	39%	37%	38%
	bachelor	31%	32%	27%	12%	29%	32%	28%
	graduatedegree	16%	13%	10%	5%	12%	19%	13%
Child in Household	child-under18	29%	22%	28%	48%	26%	29%	30%
Pct of Pop. Age 16+	employed	66%	79%	73%	70%	74%	73%	73%
Household Income	income 0-25k	10%	10%	12%	18%	15%	12%	12%
	income 25-50k	13%	12%	21%	21%	16%	13%	15%
	income 50-75k	14%	16%	14%	22%	17%	13%	16%
	income 75-200k	45%	54%	43%	34%	41%	43%	44%
	income 200k-plus	18%	9%	10%	6%	11%	19%	12%
Housing Stats	single family	65%	31%	44%	41%	49%	69%	50%
	multi-family	35%	69%	56%	59%	51%	31%	50%
	rented	42%	75%	63%	75%	66%	49%	62%
	owned	58%	25%	37%	25%	34%	51%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

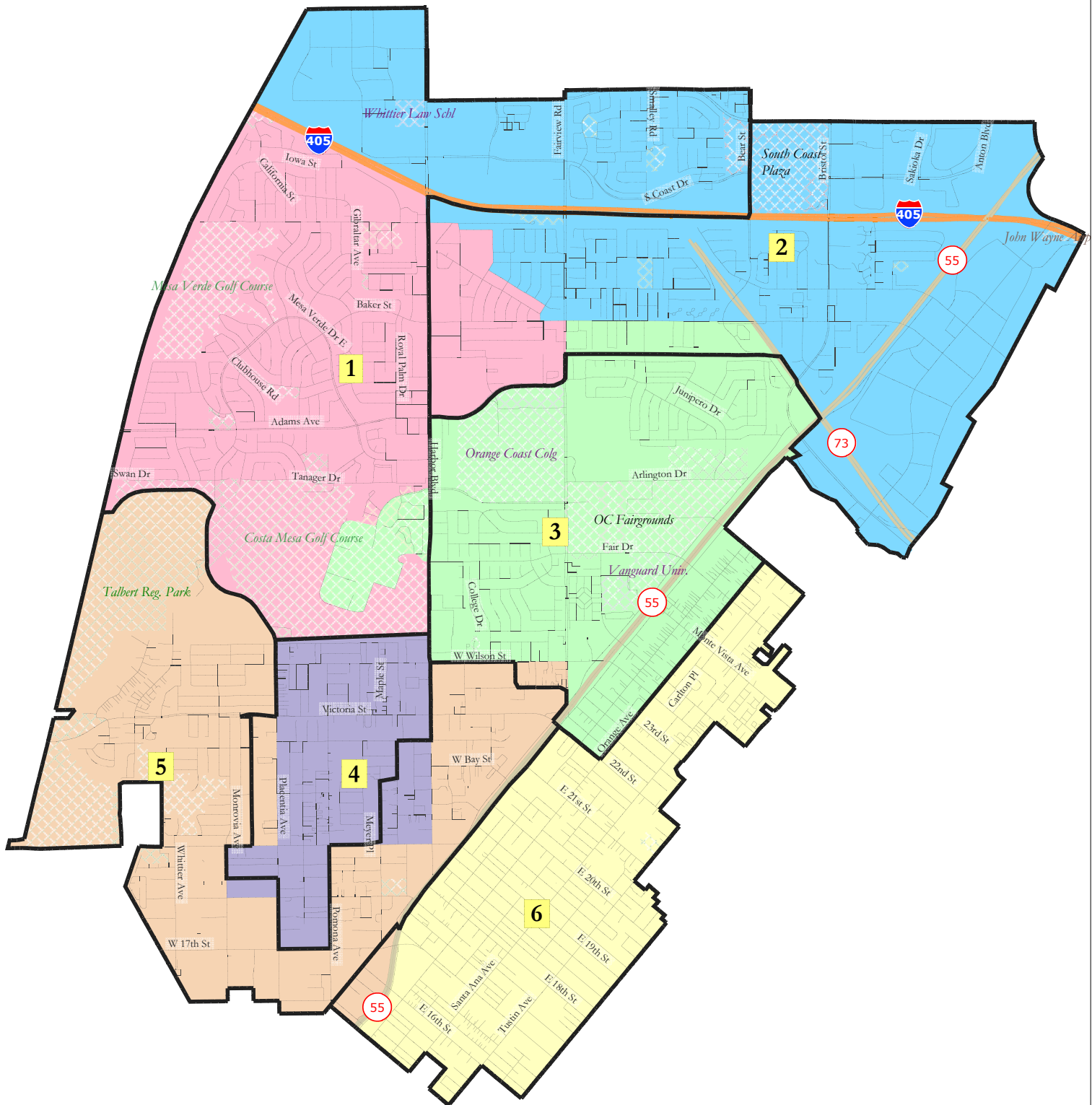
Public Map 111



<i>City of Costa Mesa - Public Map 111</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,259	17,515	18,749	19,018	18,368	19,228	112,137
	Deviation from ideal	570	-1,175	60	329	-322	539	1,744
	% Deviation	3.05%	-6.28%	0.32%	1.76%	-1.72%	2.88%	9.33%
2020 Total Pop	% Hisp	26%	27%	33%	77%	40%	16%	36%
	% NH White	56%	46%	50%	16%	48%	73%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	12%	21%	11%	5%	7%	6%	10%
Citizen Voting Age Pop	Total	13,907	13,230	13,208	8,244	11,738	14,626	74,953
	% Hisp	15%	22%	19%	56%	28%	12%	23%
	% NH White	72%	49%	65%	34%	62%	80%	63%
	% NH Black	1%	6%	3%	1%	2%	1%	2%
	% Asian/Pac.Isl.	10%	21%	12%	7%	8%	6%	11%
Voter Registration (Nov 2020)	Total	12,361	10,372	10,338	6,253	10,349	12,924	62,597
	% Latino est.	16%	20%	20%	53%	23%	10%	21%
	% Spanish-Surnamed	14%	18%	18%	48%	21%	9%	19%
	% Asian-Surnamed	5%	13%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	61%	72%	44%	69%	86%	71%
	% NH Black	1%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,037	5,916	6,233	3,153	6,095	8,323	37,757
	% Latino est.	12%	16%	16%	49%	21%	8%	17%
	% Spanish-Surnamed	11%	15%	15%	45%	19%	8%	16%
	% Asian-Surnamed	4%	11%	5%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	3%	1%	1%	1%
	% NH White est.	83%	66%	76%	47%	71%	87%	75%
	% NH Black	1%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,879	8,820	8,842	4,899	8,776	11,518	53,734
	% Latino est.	14%	19%	18%	50%	22%	9%	19%
	% Spanish-Surnamed	13%	17%	17%	45%	20%	9%	18%
	% Asian-Surnamed	5%	12%	6%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	80%	62%	74%	47%	70%	86%	73%
	% NH Black est.	1%	6%	2%	1%	3%	1%	2%
ACS Pop. Est.	Total	18,850	17,988	18,584	20,710	17,493	19,599	113,224
Age	age0-19	22%	18%	22%	32%	21%	22%	23%
	age20-60	60%	68%	59%	59%	63%	61%	61%
	age60plus	18%	15%	19%	9%	16%	17%	16%
Immigration	immigrants	19%	26%	23%	41%	28%	12%	25%
	naturalized	58%	58%	54%	25%	35%	58%	44%
Language spoken at home	english	75%	60%	64%	25%	59%	85%	61%
	spanish	13%	18%	24%	70%	35%	10%	29%
	asian-lang	5%	16%	6%	3%	3%	3%	6%
	other lang	6%	5%	5%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	13%	34%	17%	4%	15%
Education (among those age 25+)	hs-grad	36%	37%	41%	40%	41%	34%	38%
	bachelor	31%	33%	27%	13%	23%	36%	28%
	graduatedegree	16%	14%	11%	5%	12%	17%	13%
Child in Household	child-under18	27%	22%	28%	49%	28%	29%	30%
Pct of Pop. Age 16+	employed	71%	75%	72%	71%	73%	75%	73%
Household Income	income 0-25k	9%	11%	13%	19%	14%	12%	12%
	income 25-50k	15%	9%	19%	22%	17%	12%	15%
	income 50-75k	14%	17%	15%	22%	16%	13%	16%
	income 75-200k	46%	53%	41%	32%	43%	45%	44%
	income 200k-plus	16%	10%	12%	5%	10%	19%	12%
Housing Stats	single family	55%	37%	49%	36%	52%	65%	50%
	multi-family	45%	63%	51%	64%	48%	35%	50%
	rented	52%	67%	63%	80%	58%	54%	62%
	owned	48%	33%	37%	20%	42%	46%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

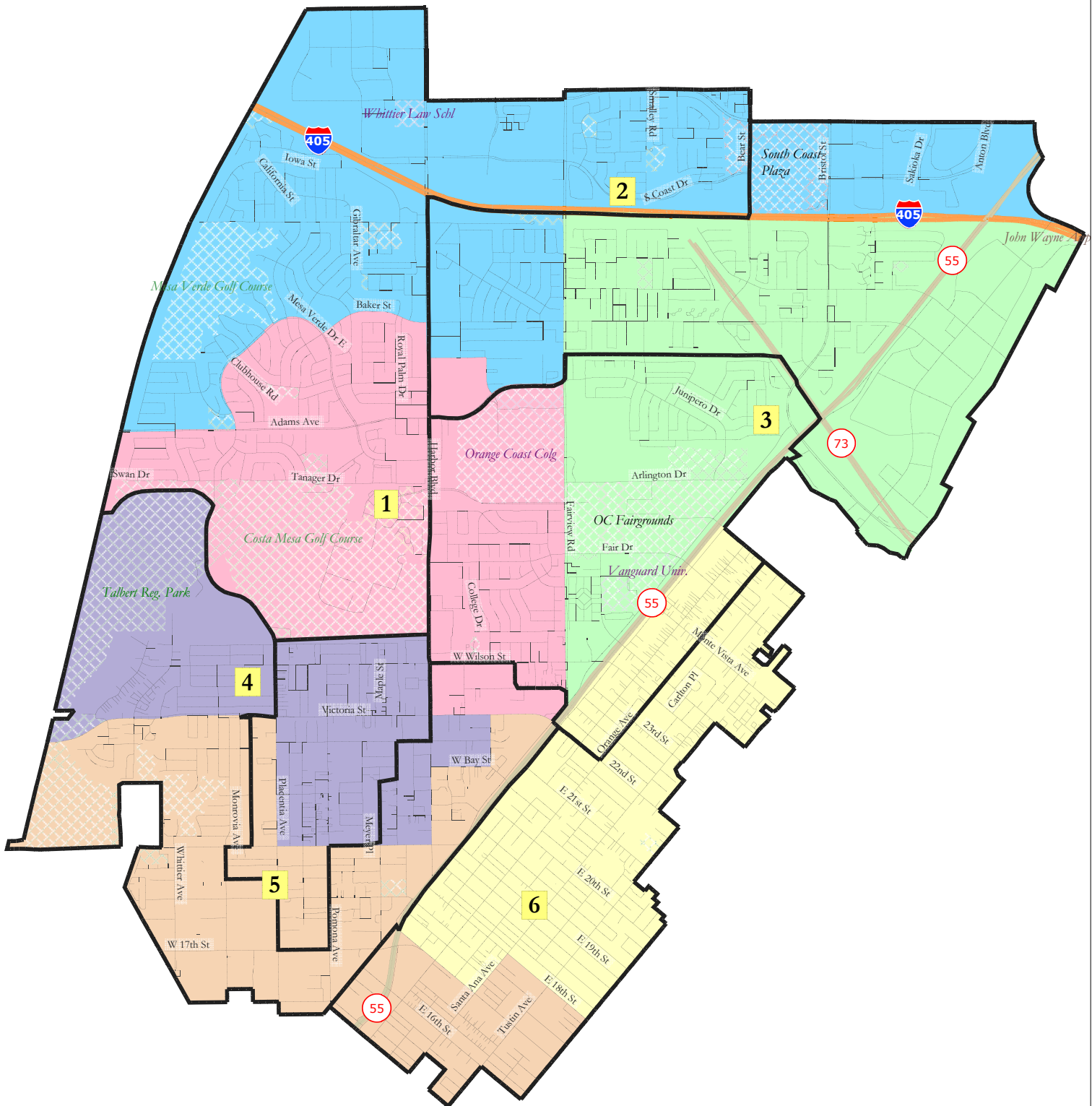
Public Map 112



<i>City of Costa Mesa - Public Map 112</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,805	18,613	18,841	19,018	18,368	18,492	112,137
	Deviation from ideal	116	-77	152	329	-322	-198	650
	% Deviation	0.62%	-0.41%	0.81%	1.76%	-1.72%	-1.06%	3.48%
2020 Total Pop	% Hisp	26%	27%	32%	77%	40%	16%	36%
	% NH White	56%	47%	52%	16%	48%	73%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	12%	20%	11%	5%	7%	6%	10%
Citizen Voting Age Pop	Total	13,705	14,041	13,076	8,244	11,738	14,149	74,953
	% Hisp	16%	22%	19%	56%	28%	11%	23%
	% NH White	71%	50%	67%	34%	62%	80%	63%
	% NH Black	2%	6%	2%	1%	2%	1%	2%
	% Asian/Pac.Isl.	10%	21%	12%	7%	8%	6%	11%
Voter Registration (Nov 2020)	Total	11,926	11,114	10,472	6,253	10,349	12,483	62,597
	% Latino est.	16%	20%	19%	53%	23%	9%	21%
	% Spanish-Surnamed	15%	18%	18%	48%	21%	9%	19%
	% Asian-Surnamed	5%	12%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	62%	73%	44%	69%	86%	71%
	% NH Black	2%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	7,713	6,428	6,310	3,153	6,095	8,058	37,757
	% Latino est.	12%	16%	16%	49%	21%	8%	17%
	% Spanish-Surnamed	11%	15%	15%	45%	19%	8%	16%
	% Asian-Surnamed	4%	10%	5%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	3%	1%	1%	1%
	% NH White est.	82%	67%	77%	47%	71%	87%	75%
	% NH Black	2%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,471	9,482	8,969	4,899	8,776	11,137	53,734
	% Latino est.	14%	19%	18%	50%	22%	9%	19%
	% Spanish-Surnamed	13%	17%	17%	45%	20%	9%	18%
	% Asian-Surnamed	5%	12%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	79%	63%	75%	47%	70%	86%	73%
	% NH Black est.	2%	6%	2%	1%	3%	1%	2%
ACS Pop. Est.	Total	18,511	19,132	18,445	20,710	17,493	18,932	113,224
Age	age0-19	21%	18%	22%	32%	21%	22%	23%
	age20-60	60%	67%	59%	59%	63%	61%	61%
	age60plus	19%	14%	19%	9%	16%	18%	16%
Immigration	immigrants	19%	26%	23%	41%	28%	12%	25%
	naturalized	59%	58%	54%	25%	35%	59%	44%
Language spoken at home	english	74%	61%	66%	25%	59%	85%	61%
	spanish	15%	17%	23%	70%	35%	10%	29%
	asian-lang	5%	16%	6%	3%	3%	3%	6%
	other lang	7%	6%	5%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	12%	34%	17%	4%	15%
Education (among those age 25+)	hs-grad	37%	37%	41%	40%	41%	34%	38%
	bachelor	31%	33%	28%	13%	23%	37%	28%
	graduatedegree	15%	14%	12%	5%	12%	17%	13%
Child in Household	child-under18	27%	23%	28%	49%	28%	28%	30%
Pct of Pop. Age 16+	employed	70%	75%	72%	71%	73%	75%	73%
Household Income	income 0-25k	10%	11%	12%	19%	14%	11%	12%
	income 25-50k	16%	9%	19%	22%	17%	12%	15%
	income 50-75k	15%	16%	15%	22%	16%	13%	16%
	income 75-200k	44%	53%	42%	32%	43%	45%	44%
	income 200k-plus	15%	11%	12%	5%	10%	19%	12%
Housing Stats	single family	51%	39%	52%	36%	52%	64%	50%
	multi-family	49%	61%	48%	64%	48%	36%	50%
	rented	56%	66%	60%	80%	58%	55%	62%
	owned	44%	34%	40%	20%	42%	45%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

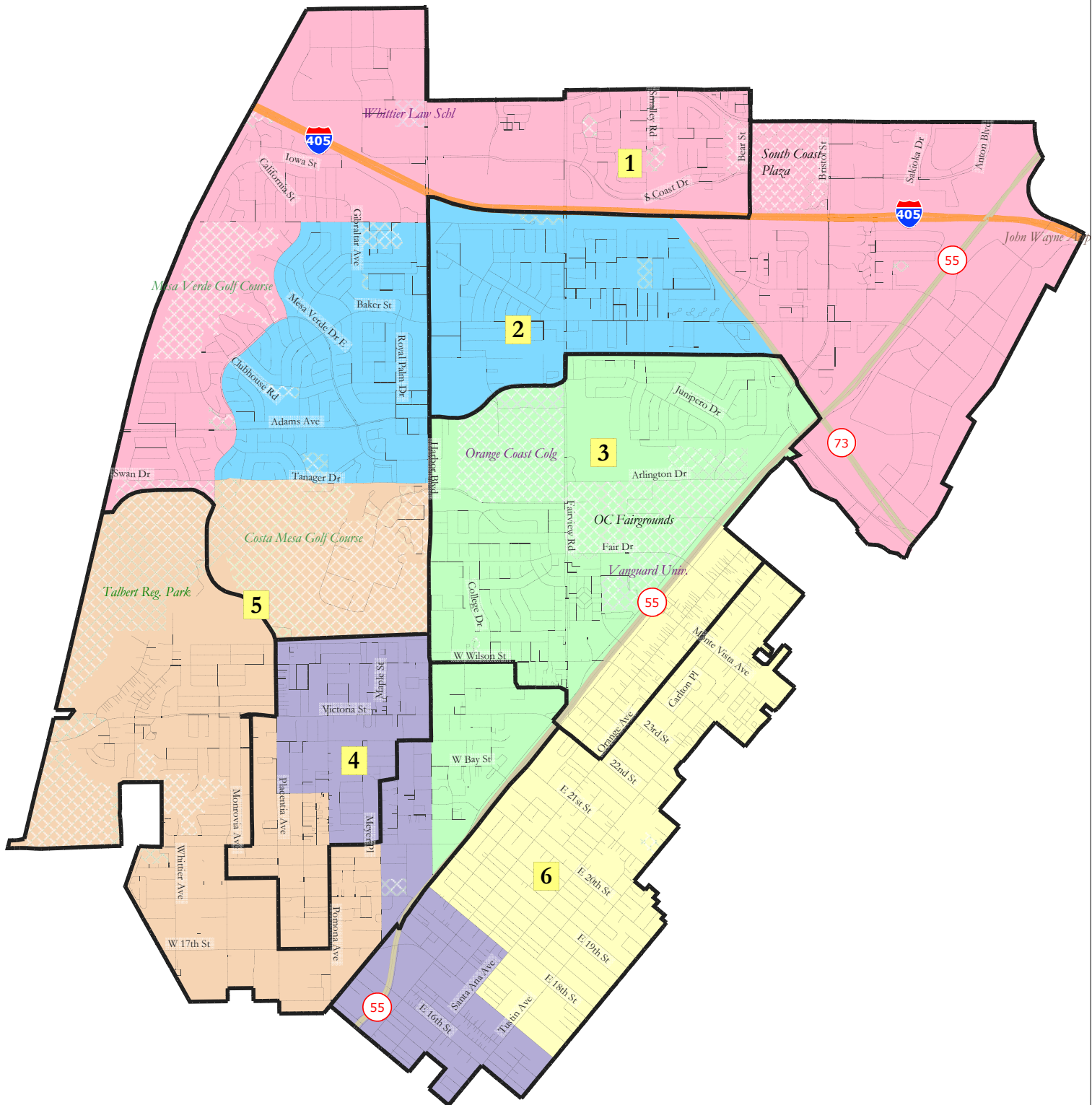
Public Map 113



<i>City of Costa Mesa - Public Map 113</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,854	18,502	17,914	18,848	19,154	18,865	112,137
	Deviation from ideal	165	-188	-776	159	465	176	1,240
	% Deviation	0.88%	-1.00%	-4.15%	0.85%	2.49%	0.94%	6.63%
2020 Total Pop	% Hisp	31%	26%	36%	65%	43%	17%	36%
	% NH White	52%	51%	42%	26%	47%	72%	48%
	% NH Black	2%	2%	2%	1%	1%	1%	2%
	% Asian-American	11%	16%	16%	6%	6%	7%	10%
Citizen Voting Age Pop	Total	13,983	13,466	12,262	9,917	11,555	13,769	74,953
	% Hisp	19%	18%	24%	48%	24%	11%	23%
	% NH White	67%	60%	52%	42%	67%	81%	63%
	% NH Black	3%	5%	3%	1%	2%	1%	2%
	% Asian/Pac.Isl.	9%	17%	20%	8%	6%	5%	11%
Voter Registration (Nov 2020)	Total	10,798	11,362	10,050	7,721	10,170	12,496	62,597
	% Latino est.	20%	18%	22%	41%	22%	10%	21%
	% Spanish-Surnamed	18%	16%	20%	37%	20%	9%	19%
	% Asian-Surnamed	5%	8%	10%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	73%	70%	65%	55%	71%	85%	71%
	% NH Black	3%	4%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	6,490	7,140	5,931	4,286	5,934	7,976	37,757
	% Latino est.	16%	13%	18%	38%	18%	9%	17%
	% Spanish-Surnamed	14%	13%	17%	34%	17%	9%	16%
	% Asian-Surnamed	4%	6%	9%	3%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	76%	69%	59%	74%	86%	75%
	% NH Black	2%	4%	3%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	9,255	9,902	8,563	6,274	8,648	11,092	53,734
	% Latino est.	18%	16%	20%	38%	20%	10%	19%
	% Spanish-Surnamed	17%	15%	19%	35%	19%	9%	18%
	% Asian-Surnamed	5%	8%	10%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	75%	71%	66%	58%	72%	86%	73%
	% NH Black est.	3%	4%	3%	1%	3%	1%	2%
ACS Pop. Est.	Total	19,167	18,999	17,435	20,013	18,888	18,721	113,224
Age	age0-19	20%	21%	21%	29%	24%	23%	23%
	age20-60	61%	64%	63%	61%	62%	58%	61%
	age60plus	19%	15%	15%	11%	15%	19%	16%
Immigration	immigrants	20%	23%	29%	37%	27%	13%	25%
	naturalized	55%	52%	57%	30%	28%	59%	44%
Language spoken at home	english	68%	67%	56%	35%	59%	84%	61%
	spanish	21%	15%	28%	59%	37%	10%	29%
	asian-lang	5%	12%	11%	3%	2%	3%	6%
	other lang	6%	6%	5%	3%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	10%	17%	28%	19%	5%	15%
Education (among those age 25+)	hs-grad	43%	34%	38%	42%	36%	36%	38%
	bachelor	29%	33%	28%	15%	27%	33%	28%
	graduatedegree	11%	17%	10%	7%	13%	18%	13%
Child in Household	child-under18	25%	27%	27%	41%	32%	29%	30%
Pct of Pop. Age 16+	employed	70%	75%	74%	72%	72%	73%	73%
Household Income	income 0-25k	12%	10%	10%	15%	15%	13%	12%
	income 25-50k	20%	11%	12%	17%	19%	13%	15%
	income 50-75k	15%	13%	18%	21%	16%	13%	16%
	income 75-200k	41%	49%	52%	40%	38%	43%	44%
	income 200k-plus	11%	16%	8%	7%	12%	18%	12%
Housing Stats	single family	38%	48%	48%	45%	53%	66%	50%
	multi-family	62%	52%	52%	55%	47%	34%	50%
	rented	67%	58%	60%	71%	63%	52%	62%
	owned	33%	42%	40%	29%	37%	48%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

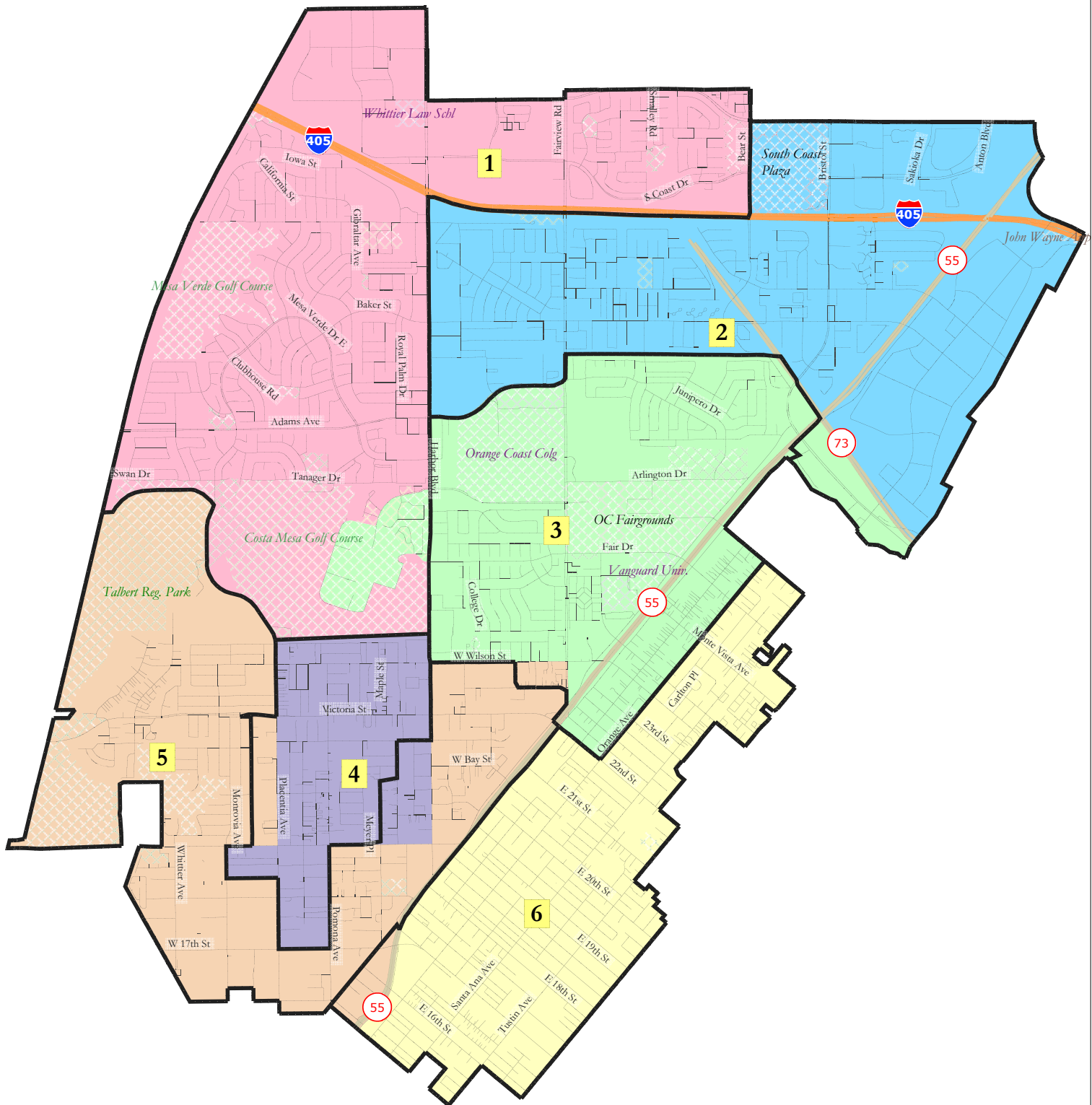
Public Map 114



<i>City of Costa Mesa - Public Map 114</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,742	18,644	18,889	17,736	19,449	18,677	112,137
	Deviation from ideal	53	-46	200	-954	760	-13	1,713
	% Deviation	0.28%	-0.24%	1.07%	-5.10%	4.06%	-0.07%	9.17%
2020 Total Pop	% Hisp	22%	31%	41%	57%	51%	17%	36%
	% NH White	53%	50%	44%	33%	38%	72%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	19%	13%	10%	6%	6%	7%	10%
Citizen Voting Age Pop	Total	14,513	13,023	11,803	10,466	11,374	13,774	74,953
	% Hisp	18%	19%	23%	39%	32%	12%	23%
	% NH White	57%	65%	62%	52%	56%	80%	63%
	% NH Black	5%	2%	2%	1%	3%	1%	2%
	% Asian/Pac.Isl.	18%	14%	11%	7%	9%	5%	11%
Voter Registration (Nov 2020)	Total	11,991	10,955	9,876	7,990	9,349	12,436	62,597
	% Latino est.	16%	19%	24%	34%	28%	10%	21%
	% Spanish-Surnamed	15%	18%	22%	31%	26%	10%	19%
	% Asian-Surnamed	10%	7%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	68%	72%	69%	60%	65%	85%	71%
Voter Turnout (Nov 2018)	% NH Black	5%	2%	2%	3%	3%	1%	2%
	Total	7,287	6,803	5,867	4,368	5,416	8,016	37,757
	% Latino est.	13%	14%	20%	30%	24%	9%	17%
	% Spanish-Surnamed	12%	13%	18%	27%	23%	8%	16%
	% Asian-Surnamed	8%	6%	5%	3%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
Voter Turnout (Nov 2020)	% NH White est.	73%	78%	74%	64%	68%	87%	75%
	% NH Black	5%	1%	2%	3%	3%	1%	2%
	Total	10,435	9,448	8,391	6,583	7,807	11,070	53,734
	% Latino est.	15%	18%	22%	31%	26%	10%	19%
	% Spanish-Surnamed	14%	16%	21%	28%	24%	9%	18%
	% Asian-Surnamed	10%	7%	5%	4%	4%	3%	6%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%	1%
	% NH White est.	69%	74%	71%	62%	67%	86%	73%
	% NH Black est.	5%	2%	2%	3%	3%	1%	2%
Age	age0-19	18%	21%	23%	29%	24%	22%	23%
	age20-60	65%	63%	62%	60%	61%	58%	61%
	age60plus	17%	16%	16%	11%	15%	19%	16%
Immigration	immigrants	24%	21%	29%	34%	29%	12%	25%
	naturalized	58%	58%	45%	29%	31%	61%	44%
Language spoken at home	english	67%	69%	57%	41%	51%	85%	61%
	spanish	14%	18%	33%	52%	44%	10%	29%
	asian-lang	14%	8%	6%	3%	2%	3%	6%
	other lang	6%	6%	4%	4%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	10%	10%	17%	25%	21%	5%	15%
Education (among those age 25+)	hs-grad	34%	40%	39%	38%	42%	36%	38%
	bachelor	37%	26%	27%	22%	19%	32%	28%
	graduatedegree	15%	15%	10%	8%	10%	19%	13%
Child in Household	child-under18	22%	28%	28%	38%	34%	29%	30%
Pct of Pop. Age 16+	employed	74%	72%	73%	73%	70%	74%	73%
Household Income	income 0-25k	11%	9%	12%	15%	16%	13%	12%
	income 25-50k	9%	16%	21%	15%	21%	12%	15%
	income 50-75k	16%	14%	14%	19%	19%	13%	16%
	income 75-200k	51%	49%	43%	41%	35%	44%	44%
	income 200k-plus	14%	12%	10%	10%	9%	18%	12%
Housing Stats	single family	43%	50%	44%	45%	48%	67%	50%
	multi-family	57%	50%	56%	55%	52%	33%	50%
	rented	60%	59%	63%	73%	65%	52%	62%
	owned	40%	41%	37%	27%	35%	48%	38%
Total population data from the 2020 Decennial Census adjusted by the State of California. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Costa Mesa Redistricting 2021

NDC Map 115



NDC Map 115								
District		1	2	3	4	5	6	Total
	Total Pop	18,524	19,209	18,526	18,907	18,479	18,492	112,137
	Deviation from ideal	-166	519	-164	217	-211	-198	730
	% Deviation	-0.89%	2.78%	-0.88%	1.16%	-1.13%	-1.06%	3.91%
Total Pop	% Hisp	22.4%	31%	32%	77%	40%	16%	36%
	% NH White	58%	44%	52%	16%	48%	73%	48%
	% NH Black	2%	2%	2%	1%	2%	1%	2%
	% Asian-American	14%	18%	10%	5%	7%	6%	10%
Citizen Voting Age Pop	Total	13,660	14,200	12,961	8,213	11,769	14,149	74,953
	% Hisp	16%	21%	19%	56%	28%	11%	23%
	% NH White	70%	51%	67%	34%	62%	80%	63%
	% NH Black	2%	5%	2%	1%	2%	1%	2%
	% Asian/Pac.Isl.	11%	21%	11%	7%	8%	6%	11%
Voter Registration (Nov 2020)	Total	12,337	10,733	10,442	6,184	10,419	12,482	62,597
	% Latino est.	14%	22%	19%	53%	24%	9%	21%
	% Spanish-Surnamed	13%	20%	18%	48%	22%	9%	19%
	% Asian-Surnamed	7%	11%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	77%	62%	74%	44%	69%	86%	71%
	% NH Black	2%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,955	9,032	8,935	4,846	8,830	11,136	53,734
	% Latino est.	13%	21%	18%	50%	22%	9%	19%
	% Spanish-Surnamed	12%	19%	17%	45%	20%	9%	18%
	% Asian-Surnamed	7%	10%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	78%	63%	75%	47%	70%	86%	73%
	% NH Black	2%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,210	5,982	6,259	3,118	6,131	8,057	37,757
	% Latino est.	11%	18%	16%	49%	21%	8%	17%
	% Spanish-Surnamed	10%	17%	15%	45%	20%	8%	16%
	% Asian-Surnamed	6%	9%	4%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	81%	67%	78%	47%	71%	87%	75%
	% NH Black est.	2%	5%	2%	1%	3%	1%	2%
ACS Pop. Est.	Total	18,780	19,050	18,259	20,612	17,591	18,932	113,224
Age	age0-19	23%	17%	22%	32%	21%	22%	23%
	age20-60	56%	71%	59%	59%	63%	61%	61%
	age60plus	22%	12%	19%	9%	16%	18%	16%
Immigration	immigrants	20%	26%	23%	39%	30%	11%	25%
	naturalized	56%	60%	54%	25%	35%	59%	44%
Language spoken at home	english	73%	61%	67%	25%	59%	85%	61%
	spanish	14%	18%	23%	70%	35%	10%	29%
	asian-lang	8%	13%	6%	3%	3%	3%	6%
	other lang	5%	8%	5%	2%	3%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	12%	12%	34%	18%	4%	15%
Education (among those age 25+)	hs-grad	38%	37%	40%	40%	41%	34%	38%
	bachelor	31%	32%	28%	13%	23%	37%	28%
	graduatedegree	16%	14%	12%	5%	12%	17%	13%
Child in Household	child-under18	29%	22%	27%	49%	28%	28%	30%
Pct of Pop. Age 16+	employed	66%	79%	72%	71%	73%	75%	73%
Household Income	income 0-25k	11%	10%	12%	19%	14%	11%	12%
	income 25-50k	14%	11%	19%	22%	17%	12%	15%
	income 50-75k	14%	17%	15%	22%	16%	13%	16%
	income 75-200k	44%	54%	42%	32%	42%	45%	44%
	income 200k-plus	18%	9%	12%	5%	10%	19%	12%
Housing Stats	single family	62%	31%	52%	36%	52%	64%	50%
	multi-family	38%	69%	48%	64%	48%	36%	50%
	rented	45%	75%	61%	80%	58%	55%	62%
	owned	55%	25%	39%	20%	42%	45%	38%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 21-562

Meeting Date: 2/15/2022

TITLE:

MINOR CONDITIONAL USE PERMIT (MCUP) ZA-21-48 TO AMEND PREVIOUSLY-APPROVED CONDITIONAL USE PERMIT (CUP) PA-91-102 FOR THE COSTA MESA VILLAGE AFFORDABLE HOUSING DEVELOPMENT, AND A REQUEST TO APPROVE A REGULATORY AGREEMENT AND THE TRANSFER OF OWNERSHIP OF THE COSTA MESA VILLAGE PROPERTY, LOCATED AT 2450 NEWPORT BOULEVARD

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION

PRESENTED BY: NANCY HUYNH, SENIOR PLANNER

CONTACT INFORMATION: NANCY HUYNH, nancy.huynh@costamesaca.gov; (714) 754-5609

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2022-XX to approve MCUP ZA-21-48 to amend previously-approved CUP PA-91-102 to modify certain conditions of approval. Staff also recommends that the Housing Authority Board approve the Termination of Original Regulatory Agreement, Adoption of New Regulatory Agreement, transfer of property ownership from Costa Mesa Village, Ltd. to Century Affordable Development, Inc. (CADI) and authorize the Executive Director to execute these agreements and related documents to approve CADI as the new owner and operator of Costa Mesa Village (CMV).

BACKGROUND:

Costa Mesa Village (CMV), located at 2450 Newport Boulevard, is a 96-unit single room occupancy (SRO) affordable housing development with one manager's unit for a total of 97 units on site. CMV was originally approved and developed as a two-story Travelodge motel in the mid-1980s under ZE-84-48. In 1991, a conditional use permit (CUP) under PA-91-102 was approved to allow the conversion of the existing motel into a single room occupancy (SRO) affordable housing development.

Costa Mesa Village, Ltd., the current owner of CMV, is in the process of selling the subject property to CADI (Buyer) to be the new owner and operator. The original Regulatory Agreement requires that any transfer of ownership be approved by the City/Housing Authority (Authority).

The Applicant is requesting City and Housing Authority approval of the following:

1. MCUP ZA-21-48, which amends PA-91-102 to modify certain conditions of approval.
2. Termination of the Original Regulatory Agreement and Adoption of New Regulatory Agreement (provided as attachments to this report) which terminates the agreement with the current owner and replaces it with a new agreement for the new owner and also includes

modifications to certain provisions in the original Agreement.

3. Transfer of the property to the Buyer as the new owner and operator of CMV.

City Council and Housing Authority Review

The requested CUP amendment would typically be processed as an MCUP, with the final decision making authority held by the City's Zoning Administrator. However, since the Regulatory Agreement and transfer of ownership must be decided upon by the City Council and the Authority, and the CUP amendment is a related request, staff has processed the requests together as a single package.

Planning Commission Hearing

On January 24, 2022, the Planning Commission held a public hearing, received staff's presentation, considered public comments, discussed the item, and recommended to City Council approval of ZA-21-48 by a 7-0 vote with one modification to amend Condition of Approval No. 4 as shown below (strikethrough text proposed to be deleted and underline text proposed to be added):

- **Condition of Approval No. 4:** Applicant shall provide up to three additional Ssecurable bicycle racks with a minimum of seven spaces per rack. shall be provided under the direction of the Director or their designee A total of six bicycle racks shall be provided on-site including the three existing bicycle racks (21 existing spaces), to accommodate up to 42 spaces for bicycle parking.

The staff report for the January 24, 2022 Planning Commission meeting are available at the following links:

January 24, 2022 Planning Commission staff report:

<https://costamesa.legistar.com/View.ashx?M=F&ID=10416901&GUID=390A4CC2-045A-453C-9E8B-5F88858D4E30>

Video from January 24, 2022 Planning Commission meeting:

https://costamesa.granicus.com/player/clip/3818?view_id=14&redirect=true

The following is a summary of the main topics discussed by the Planning Commission:

- **Non-Qualifying Households Provision in Regulatory Agreement:** The Planning Commission requested clarification from the applicant in regard to how often tenants become non-qualifying households due to increased income levels discovered during re-certification of tenants' eligibility;
- **Guest Policy:** The Planning Commission requested clarification from the applicant in regard to how guests would be managed so that they do not over stay the maximum days allowed per the Management Plan and how the maximum occupancy would be enforced; and
- **Exterior Lockers and Bicycle Racks:** The Planning Commission requested clarification from the applicant in regard to how the lockers are assigned as well as the number of existing lockers provided; discussed the number of existing bicycle racks and whether or not additional racks should be provided given that majority of residents do not own vehicles.

ANALYSIS:

The Buyer (CADI) is a well-known developer, manager and financier of affordable housing developments throughout California. CADI has developed multiple new affordable housing projects and also actively acquires existing income restricted properties to preserve affordability, and, when needed, performs substantial renovations. The Buyer proposes to maintain all 96 units for very-low income individuals (i.e., 50-percent Area Median Income (AMI)) working and/or living in Costa Mesa with up to 24 units set aside for households eligible under the Section 811 program consistent with the existing use. The Section 811 program is a federal Housing and Urban Development (HUD) program administered by the State's Housing and Community Development (HCD) that provides subsidies for housing for very-low income persons with disabilities, in this case developmental disabilities. The affordability term is proposed to remain in perpetuity and the Buyer does not currently propose any physical changes to the property.

Amendment to CUP PA-91-102 (ZA-21-48)

The CUP amendment proposes modifications to several conditions of approval to update the conditions to be consistent with the planned operation of CMV by the new Buyer, and to conform with City Council Policy No. 500-05 pertaining to SROs/efficiency units as well as provisions of the new Regulatory Agreement. All other conditions of approval from PA-91-102 including the two amendments in 1992 remain in effect.

Conditions proposed to be modified pertain to bicycle racks, laundry machines, the level of affordability as required in the Regulatory Agreement, a Management Plan to govern the day-to-day operations, annual reporting, and exterior storage for tenants.

A detailed discussion of the conditions proposed to be modified can be found in the January 24, 2022 Planning Commission staff report.

A copy of the Management Plan is also included as an attachment to this staff report for reference.

Regulatory Agreement and Transfer of Ownership

The Authority's continuing interest in the Regulatory Agreement and transfer of ownership is to retain the discretion to ensure that the housing units at CMV are provided as affordable units in perpetuity and that the property is maintained in compliance with applicable requirements. Approval of the new Regulatory Agreement will preserve the Authority's continuing interest. Proposed changes from the original Regulatory Agreement primarily involve deleting operational requirements that are no longer necessary for the project, clarifying use of the HUD calculation for income levels and affordable rents, allowing for future consideration of revising affordability limits to maintain project viability in the event rental subsidies are lost in the future (no such changes would be allowed without City Council/Authority approval).

GENERAL PLAN CONFORMANCE:

The property has a General Plan designation of Commercial-Residential. Under this General Plan designation, a complementary mix of commercial and residential uses are allowed with residential development encouraged along Newport Boulevard.

The development is existing and has been operating as an affordable efficiency unit development

since the 1990's and will continue to operate as such but with a new owner and management entity. The proposed Conditional Use Permit amendment will not substantively change the use and the project will continue to conform with the City's General Plan. The following discussion evaluates the project's consistency with the most relevant goals, objectives, and policies of the General Plan.

Policy LU-1.1: *Provide for the development of a mix and balance of housing opportunities, commercial goods and services, and employment opportunities in consideration of the needs of the business and residential segments of the community.*

Consistency: The need for affordable housing for very-low income populations has been exacerbated by the current housing crisis and high housing costs. The use will continue to provide affordable housing opportunities for an at risk segment of the community.

Policy HOU-1.8: *Encourage the development of housing that fulfills specialized needs.*

Consistency: In addition to serving the very-low income population who live and/or work in Costa Mesa, the property will provide additional housing opportunities for disabled individuals under the Section 811 program by providing up to 24 units for the program. These units will provide disabled individuals with an opportunity for permanent supportive housing at a more affordable rate.

GOAL HOU-2: *Preserving and expanding affordable housing opportunities. It is the goal of the City of Costa Mesa to provide a range of housing choices for all social and economic segments of the community, including housing for persons with special needs.*

Consistency: The project currently provides affordable housing to those who live and/or work in Costa Mesa. The new Buyer will continue to preserve the affordable units in perpetuity. Additionally, the target special needs population specified pursuant to the Section 811 program will also be served.

FINDINGS:

Pursuant to CMMC Section 13-29(g)(2), CUP and MCUP Findings, in order to approve the CUP amendment, the City Council shall find that the evidence presented in the administrative record substantially meets specified findings. Staff recommends City Council approve the proposed CUP amendment based on the below assessment of facts and findings, which are also reflected in the draft Resolution:

Section 13-29(g)(2), CUP and MCUP Findings

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

Compliance with required findings: The project has been operating as an affordable housing development since the 1990's and the proposed CUP amendment will continue the same use with a new owner and management entity which specializes in operating affordable housing developments. Furthermore, the proposed amendment does not involve any physical modifications or expansion of building square footage. As such, the project will continue to be

compatible with the developments in the same general area.

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

Compliance with required findings: The project is an existing development that has provided specialized housing to the City for many years. The proposed CUP amendment does not involve any change in use or other physical improvements that would impact the immediate neighborhood. The CUP amendment specifically involves modifying certain conditions of approval primarily for consistency with revised Council Policy No. 500-05. The modified conditions will not have an impact to the immediate neighborhood.

- Granting the conditional use permit will not allow a use, density or intensity, which is not in accordance with the general plan designation and any applicable specific plan for the property.

Compliance with required findings: The property has a General Plan designation of Commercial-Residential. Under this General Plan designation, a complementary mix of commercial and residential uses are allowed with residential development encouraged along Newport Boulevard. The project's CUP was previously approved and the amendment including modified conditions does not involve a change in use or improvements that would intensify the use of the property.

ENVIRONMENTAL DETERMINATION:

The project is exempt from the provisions of the California Environmental Quality Act under section 15301 (Class 1) Existing Facilities. Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities involving negligible or no expansion of the existing or former use. Because the facility is existing and does not propose alterations or additions, the project qualifies for this exemption.

ALTERNATIVES:

The City Council/Housing Authority Board can consider the following alternatives for project decision:

1. Approve the project with modifications: The City Council/Housing Authority Board may make specific changes to the CUP amendment or Regulatory Agreement that are necessary to alleviate their concerns. If any of the additional requested changes are substantial, the item should be continued to a future meeting to allow for additional information or analysis.
2. Deny the project: If the City Council and Authority believes that there are insufficient facts to support the findings for approval of the CUP amendment, Regulatory Agreement, and transfer of ownership - the City Council/Authority may deny the applicant's requests and provide facts in support of denial to be included in the attached draft resolution.

FISCAL REVIEW:

There is no fiscal impact to the City associated with this item.

LEGAL REVIEW:

The City Attorney's office has reviewed the report, Regulatory Agreement, and the draft Resolution and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

Diversify, Stabilize and Increase Housing to Reflect Community Needs.

PUBLIC NOTICE:

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

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

As of this report, no written public comments have been received. Any public comments received prior to the February 15, 2022 City Council meeting will be provided separately.

CONCLUSION:

The Buyer is well capitalized with sufficient operational capacity and experience owning and operating other similar affording housing developments throughout Southern California. Therefore, the transfer of ownership is appropriate. Staff recommends that the City Council approve MCUP ZA-21-48 to amend the original CUP and the Housing Authority approve the new Regulatory Agreement and transfer of ownership.

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING MINOR CONDITIONAL USE PERMIT (MCUP) ZA-21-48 TO AMEND PREVIOUSLY-APPROVED CONDITIONAL USE PERMIT (CUP) PA-91-102 FOR THE COSTA MESA VILLAGE AFFORDABLE HOUSING DEVELOPMENT, AND APPROVING A REGULATORY AGREEMENT AND THE TRANSFER OF OWNERSHIP OF THE COSTA MESA VILLAGE PROPERTY, LOCATED AT 2450 NEWPORT BOULEVARD

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

WHEREAS, Planning Application ZA-21-48 was filed by Brian D'Andrea on behalf of Century Affordable Development Inc., authorized agent for the property owner, Costa Mesa Village, Ltd., requesting approval of the following:

1. MCUP ZA-21-48 which amends PA-91-102 to modify certain conditions of approval.
2. Termination of Original Regulatory Agreement and Adoption of New Regulatory Agreement (Regulatory Agreement) which terminates the agreement with the current owner and replaces it with a new one for the new owner and also includes modifications to certain provisions in the original Agreement.
3. Transfer of the property to the Buyer as the new owner and operator of the project as required under the Regulatory Agreement;

WHEREAS, a duly noticed public hearing held by the Planning Commission on January 24, 2022 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the Planning Commission recommended to City Council approval of Planning Application ZA-21-48 by a 7-0 vote with modifications to amended Condition of Approval No. 4;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class 1), for Existing Facilities. The project is an existing affordable efficiency unit development and does not propose any alterations or additions;

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa;

NOW, THEREFORE, THE CITY COUNCIL AND HOUSING AUTHORITY BOARD OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

Section 1. Based on the evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit B, the City Council hereby approves Planning Application ZA-21-48 with respect to the property described above and upon applicant's compliance with each and every condition contained in both Exhibit B and Exhibit C attached hereto, and compliance with all applicable federal, state, and local laws. Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

Section 2. The Housing Authority Board hereby approves the Termination of Original Regulatory Agreement, Adoption of New Regulatory Agreement, and transfer ownership for the property described above from Costa Mesa Village, Ltd. to Century Affordable Development, Inc. (CADI) and authorizes the Executive Director to execute these agreements and related documents to approve CADI as the new owner and operator of Costa Mesa Village.

PASSED AND ADOPTED this 15th day of February, 2022.

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. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 15th day of February 2022, 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 15th day of February 2022.

BRENDA GREEN, CITY CLERK

EXHIBIT A

FINDINGS

- A. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(2), CUP and MCUP findings, because:

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

Facts in Support of Findings: The project has been operating as an affordable housing development since the 1990's and the proposed CUP amendment will continue the same use with a new owner and management entity which specializes in operating affordable housing developments. Furthermore, the proposed amendment does not involve any physical modifications or expansion of building square footage. As such, the project will continue to be compatible with the developments in the same general area.

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

Facts in Support of Finding: The project is an existing development that has provided specialized housing to the City for many years. The proposed CUP amendment does not involve any change in use or other physical improvements that would impact the immediate neighborhood. The CUP amendment specifically involves modifying certain conditions of approval primarily for consistency with revised Council Policy No. 500-05. The modified conditions will not have an impact to the immediate neighborhood.

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

Facts in Support of Finding: The property has a General Plan designation of Commercial-Residential. Under this General Plan designation, a complementary mix of commercial and residential uses are allowed with residential development encouraged along Newport Blvd. The project's CUP was previously approved and the amendment including modified conditions does not involve a change in use, additional uses, or improvements that would intensify the use of the property.

- B. The project is exempt from the provisions of the California Environmental Quality Act under section 15301 (Class 1) Existing Facilities. Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities involving negligible or no expansion

of the existing or former use. Because the facility is existing and does not propose any alterations or additions, the project qualifies for the exemption.

- C. The project is exempt from Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT B

CONDITIONS OF APPROVAL

- PIng.
1. The use shall be limited to the type of operation described in this staff report and the staff report for the original CUP under PA-91-102. Any change in the operational characteristics shall be subject to Planning Division review and may require an amendment to the conditional use permit, subject to either Zoning Administrator, Planning Commission or City Council approval, depending on the nature of the proposed change. The applicant is reminded that the Zoning Code allows the Planning Commission to modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
 2. The applicant is reminded that all conditions of approval of PA-91-102, except for Conditions No. 3 through 6, 8, 10 and 11, continue to apply. Amended conditions under ZA-21-48 (Conditions No. 3 through 6, 8, 10 and 11) shall replace the original conditions No. 3 through 6, 8, 10 and 11 of PA-91-102. Refer to Exhibit C to this Resolution No. CC-2022-XX for a copy of the project's applicable conditions of approval as revised. In addition, the conditions of this Exhibit B shall also apply to the project. In the event of a conflict between any condition of PA-91-102 and any condition set forth in Exhibit B and/or C, the conditions of Exhibit B and/or C shall control, as applicable.
 3. The applicant shall defend, with attorneys of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of City's approval of the project, including but not limited to any proceeding under the California Environmental Act. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section.

CODE REQUIREMENTS

The following list of federal, state and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

- | | |
|-------|--|
| Plng. | <ol style="list-style-type: none"> 1. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained. 2. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be prohibited on Sunday and the following Federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 3. Street address shall be visible from the public street and shall be displayed on the freestanding sign. If there is no freestanding sign, the street address may be displayed on the fascia adjacent to the main entrance or on another prominent location. When the property has alley access, address numerals shall be displayed in a prominent location visible from the alley. Numerals shall be a minimum twelve (12) inches in height with not less than three-fourth-inch stroke and shall contrast sharply with the background. Identification of individual units shall be provided adjacent to the unit entrances. Letters or numerals shall be four (4) inches in height with not less than one-fourth-inch stroke and shall contrast sharply with the background. |
| Fire | <ol style="list-style-type: none"> 4. Comply with the requirements of the 2019 California Fire Code and referenced standards as amended by the City of Costa Mesa. |
| Bldg. | <ol style="list-style-type: none"> 5. Comply with the requirements of the following adopted codes Code, 2019 California Building Code, 2019 California Electrical code, 2019 California Mechanical code , 2019 California Plumbing code , 2019 California Green Building Standards Code and 2019 California Energy Code (or the applicable adopted, California Building code California Electrical code, California Mechanical code California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites ,facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2019 California Building Code. |

EXHIBIT C

COSTA MESA VILLAGE APPLICABLE AMENDED CONDITIONS OF APPROVAL

- | | | |
|---------------------|----|---|
| PA-91-102 | 1. | The Conditional Use Permit herein approved shall be valid until revoked, but shall expire upon discontinuance of the activity authorized hereby for a period of 180 days or more. The Conditional Use Permit may be referred to the Planning Commission for modification or revocation at any time if the Conditions of Approval have not been complied with, if the use is being operated in violation of applicable laws or ordinances, or if, in the opinion of the Development Services Director or his designee, any of the findings upon which the approval was based are no longer applicable. |
| PA-91-102 | 2. | A copy of the conditions of approval for the Conditional Use Permit must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land. |
| Amended
ZA-21-48 | 3. | Decorative wrought iron added to the top of the existing perimeter block wall shall be maintained and any future changes including but not limited to material type shall be under direction of the Director or their designee. |
| Amended
ZA-21-48 | 4. | Applicant shall provide up to three additional securable bicycle racks with a minimum of seven bicycle spaces per racks. A total of six bicycle racks shall be provided on-site, including three existing bicycle racks (21 existing spaces), to accommodate up 42 spaces for bicycle parking. |
| Amended
ZA-21-48 | 5. | Coin or card-operated washers and dryers shall be provided for tenant use. |
| Amended
ZA-21-48 | 6. | Applicant shall provide 96 units to 50% AMI Very Low Income households in perpetuity at the applicable maximum monthly rent published by the Tax Credit Allocation Committee (TCAC), as required by the approved Regulatory Agreement. |
| PA-91-102 | 7. | Security deposits shall be limited to one-half the first month's rent unless a higher limit is approved by the Planning Division. |
| Amended
ZA-21-48 | 8. | A Management Plan is required which shall govern the operation of the development and shall include but not limited to: tenant selection and income/rent verification and reporting procedures; property maintenance standards and repairs, property improvements and maintenance schedules; insurance requirements; tenant services or amenities; access control and security including regulations for guests; and project staffing. Any modification to the Management Plan shall require review and approval by the Director or their designee, and must be consistent with Council Policy 500-05 as amended, and the Regulatory Agreement. |
| PA-91-102 | 9. | The Planning Division shall be provided with the name, address, and telephone numbers for contact persons of the management company and of any change made in the management company. |

- | | |
|---------------------|--|
| Amended
ZA-21-48 | 10. A report shall be submitted by the Applicant or its designee to the Executive Director of the City's Housing Authority or their designee on an annual basis on or before April 30th of each year and shall include all information required by the City's Housing Authority to confirm compliance with the Regulatory Agreement, including but not limited to: level of occupancy, certification of tenant income and rental rates charged job locations of tenants. |
| Amended
ZA-21-48 | 11. Securable lockers or similar exterior storage shall be provided on the property for each unit where feasible under the direction of the Director or their designee. |
| PA-91-102 | 12. All units shall be single occupancy. Any proposed change to double occupancy shall be reviewed by the Planning Division. Any proposed change that would not comply with Council Policy No. 500-05 relative to either double occupancy limits or parking requirements based on occupancy shall be referred back to the Planning Commission for review and approval. |
| PA-91-102 | 13. The project shall conform with sections 4 – Unit Requirements and 7 – Rental Term of Council Policy No. 500-05. |

RESOLUTION NO. PC-2022-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA RECOMMENDING APPROVAL OF MINOR CONDITIONAL USE PERMIT (MCUP) ZA-21-48 TO AMEND PREVIOUSLY-APPROVED CONDITIONAL USE PERMIT (CUP) PA-91-102 FOR THE COSTA MESA VILLAGE AFFORDABLE HOUSING DEVELOPMENT, AND APPROVAL OF A REGULATORY AGREEMENT AND THE TRANSFER OF OWNERSHIP OF THE COSTA MESA VILLAGE PROPERTY, LOCATED AT 2450 NEWPORT BOULEVARD

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

WHEREAS, Planning Application ZA-21-48 was filed by Brian D'Andrea on behalf of Century Affordable Development Inc., authorized agent for the property owner, Costa Mesa Village, Ltd., requesting approval of the following:

1. MCUP ZA-21-48 which amends PA-91-102 to modify certain conditions of approval.
2. Termination of Original Regulatory Agreement and Adoption of New Regulatory Agreement (Regulatory Agreement) which terminates the agreement with the current owner and replaces it with a new one for the new owner and also includes modifications to certain provisions in the original Agreement.
3. Transfer of the property to the Buyer as the new owner and operator of the project as required under the Regulatory Agreement;

WHEREAS, a duly noticed public hearing held by the Planning Commission on January 24, 2022 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class 1), for Existing Facilities. The project is an existing affordable efficiency unit development and does not propose any alterations or additions.

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

NOW, THEREFORE, based on the evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit

B, the Planning Commission hereby **RECOMMENDS THAT THE CITY COUNCIL AND THE HOUSING AUTHORITY BOARD APPROVE** Planning Application ZA-21-48 with respect to the property described above.

BE IT FURTHER RESOLVED that the Costa Mesa Planning Commission does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for Planning Application ZA-21-48 and upon applicant's compliance with each and every condition contained in both Exhibit B and Exhibit C attached hereto, and compliance with all applicable federal, state, and local laws. Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

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 24th day of January, 2022.



Byron de Arakal, Chair
Costa Mesa Planning Commission

STATE OF CALIFORNIA)

COUNTY OF ORANGE)ss

CITY OF COSTA MESA)

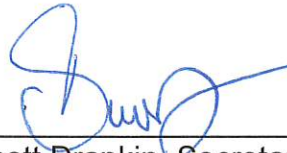
I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2022-01 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on January 24, 2022 by the following votes:

AYES: de Arakal, Zich, Ereth, Rojas, Russell, Toler, Vivar

NOES: None

ABSENT: None

ABSTAIN: None



Scott Drapkin, Secretary
Costa Mesa Planning Commission

Resolution No. PC-2022-01

EXHIBIT A

FINDINGS

- A. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(2), CUP and MCUP findings, because:

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

Facts in Support of Findings: The project has been operating as an affordable housing development since the 1990's and the proposed CUP amendment will continue the same use with a new owner and management entity which specializes in operating affordable housing developments. Furthermore, the proposed amendment does not involve any physical modifications or expansion of building square footage. As such, the project will continue to be compatible with the developments in the same general area.

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

Facts in Support of Finding: The project is an existing development that has provided specialized housing to the City for many years. The proposed CUP amendment does not involve any change in use or other physical improvements that would impact the immediate neighborhood. The CUP amendment specifically involves modifying certain conditions of approval primarily for consistency with revised Council Policy No. 500-05. The modified conditions will not have an impact to the immediate neighborhood.

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

Facts in Support of Finding: The property has a General Plan designation of Commercial-Residential. Under this General Plan designation, a complementary mix of commercial and residential uses are allowed with residential development encouraged along Newport Blvd. The project's CUP was previously approved and the amendment including modified conditions does not involve a change in use, additional uses, or improvements that would intensify the use of the property.

- B. The project is exempt from the provisions of the California Environmental Quality Act under section 15301 (Class 1) Existing Facilities. Class 1 exemptions consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities involving negligible or no expansion of the existing or former use. Because the facility is existing and does not propose any alterations or additions, the project qualifies for the exemption.

- C. The project is exempt from Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT B

CONDITIONS OF APPROVAL

- Plng.
1. The use shall be limited to the type of operation described in this staff report and the staff report for the original CUP under PA-91-102. Any change in the operational characteristics shall be subject to Planning Division review and may require an amendment to the conditional use permit, subject to either Zoning Administrator, Planning Commission or City Council approval, depending on the nature of the proposed change. The applicant is reminded that the Zoning Code allows the Planning Commission to modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
 2. The applicant is reminded that all conditions of approval of PA-91-102, except for Conditions No. 3 through 6, 8, 10 and 11, continue to apply. Amended conditions under ZA-21-48 (Conditions No. 3 through 6, 8, 10 and 11) shall replace the original conditions No. 3 through 6, 8, 10 and 11 of PA-91-102. Refer to Exhibit C to this Resolution No. CC-2022-XX for a copy of the project's applicable conditions of approval as revised. In addition, the conditions of this Exhibit B shall also apply to the project. In the event of a conflict between any condition of PA-91-102 and any condition set forth in Exhibit B and/or C, the conditions of Exhibit B and/or C shall control, as applicable.
 3. The applicant shall defend, with attorneys of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of City's approval of the project, including but not limited to any proceeding under the California Environmental Act. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section.

CODE REQUIREMENTS

The following list of federal, state and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

- | | |
|-------|--|
| Plng. | <ol style="list-style-type: none"> 1. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained. 2. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be prohibited on Sunday and the following Federal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 3. Street address shall be visible from the public street and shall be displayed on the freestanding sign. If there is no freestanding sign, the street address may be displayed on the fascia adjacent to the main entrance or on another prominent location. When the property has alley access, address numerals shall be displayed in a prominent location visible from the alley. Numerals shall be a minimum twelve (12) inches in height with not less than three-fourth-inch stroke and shall contrast sharply with the background. Identification of individual units shall be provided adjacent to the unit entrances. Letters or numerals shall be four (4) inches in height with not less than one-fourth-inch stroke and shall contrast sharply with the background. |
| Fire | <ol style="list-style-type: none"> 4. Comply with the requirements of the 2019 California Fire Code and referenced standards as amended by the City of Costa Mesa. |
| Bldg. | <ol style="list-style-type: none"> 5. Comply with the requirements of the following adopted codes Code, 2019 California Building Code, 2019 California Electrical code, 2019 California Mechanical code , 2019 California Plumbing code , 2019 California Green Building Standards Code and 2019 California Energy Code (or the applicable adopted, California Building code California Electrical code, California Mechanical code California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites ,facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2019 California Building Code. |

EXHIBIT C

COSTA MESA VILLAGE APPLICABLE AMENDED CONDITIONS OF APPROVAL

- | | | |
|---------------------|-----|---|
| PA-91-102 | 1. | The Conditional Use Permit herein approved shall be valid until revoked, but shall expire upon discontinuance of the activity authorized hereby for a period of 180 days or more. The Conditional Use Permit may be referred to the Planning Commission for modification or revocation at any time if the Conditions of Approval have not been complied with, if the use is being operated in violation of applicable laws or ordinances, or if, in the opinion of the Development Services Director or his designee, any of the findings upon which the approval was based are no longer applicable. |
| PA-91-102 | 2. | A copy of the conditions of approval for the Conditional Use Permit must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land. |
| Amended
ZA-21-48 | 3. | Decorative wrought iron added to the top of the existing perimeter block wall shall be maintained and any future changes including but not limited to material type shall be under direction of the Director or their designee. |
| Amended
ZA-21-48 | 4. | Applicant shall provide up to three additional securable bicycle racks with a minimum of seven bicycle spaces per rack. A total of six bicycle racks shall be provided on-site, including three existing bicycle racks (21 existing spaces), to accommodate up to 42 spaces for bicycle parking. |
| Amended
ZA-21-48 | 5. | Coin or card-operated washers and dryers shall be provided for tenant use. |
| Amended
ZA-21-48 | 6. | Applicant shall provide 96 units to 50% AMI Very Low Income households in perpetuity at the applicable maximum monthly rent published by the Tax Credit Allocation Committee (TCAC), as required by the approved Regulatory Agreement. |
| PA-91-102 | 7. | Security deposits shall be limited to one-half the first month's rent unless a higher limit is approved by the Planning Division. |
| Amended
ZA-21-48 | 8. | A Management Plan is required which shall govern the operation of the development and shall include but not limited to: tenant selection and income/rent verification and reporting procedures; property maintenance standards and repairs, property improvements and maintenance schedules; insurance requirements; tenant services or amenities; access control and security including regulations for guests; and project staffing. Any modification to the Management Plan shall require review and approval by the Director or their designee, and must be consistent with Council Policy 500-05 as amended, and the Regulatory Agreement. |
| PA-91-102 | 9. | The Planning Division shall be provided with the name, address, and telephone numbers for contact persons of the management company and of any change made in the management company. |
| Amended
ZA-21-48 | 10. | A report shall be submitted by the Applicant or its designee to the Executive Director of the City's Housing Authority or their designee on |

an annual basis on or before April 30th of each year and shall include all information required by the City's Housing Authority to confirm compliance with the Regulatory Agreement, including but not limited to: level of occupancy, certification of tenant income and rental rates charged job locations of tenants.

- | | | |
|---------------------|-----|--|
| Amended
ZA-21-48 | 11. | Securable lockers or similar exterior storage shall be provided on the property for each unit where feasible under the direction of the Director or their designee. |
| PA-91-102 | 12. | All units shall be single occupancy. Any proposed change to double occupancy shall be reviewed by the Planning Division. Any proposed change that would not comply with Council Policy No. 500-05 relative to either double occupancy limits or parking requirements based on occupancy shall be referred back to the Planning Commission for review and approval. |
| PA-91-102 | 13. | The project shall conform with sections 4 – Unit Requirements and 7 – Rental Term of Council Policy No. 500-05. |

COSTA MESA VILLAGE, LTD.

P.O. Box 279
 Johns Island, SC 29457-1279

November 1, 2021

Katelyn Walsh
 Planning Department
 City of Costa Mesa
 77 Fairview Drive
 Costa Mesa, CA 92626

Re: Application for Amendment to CUP PA-91-102

Dear Ms. Walsh:

Costa Mesa Village, Ltd. ("CMV") is pleased to attach an application for an amendment to CUP PA-91-102 in connection with Costa Mesa Village, located at 2450 Newport Boulevard in the City of Costa Mesa (the "Property"). Costa Mesa Village is a 97-unit affordable housing community constructed in 1985. In 1992, the former Travelodge Motel was converted into a Single Room Occupancy ("SRO") apartment complex. The Property is approximately 69,300 SF in size and the assessor parcel number ("APN") for the Property is 439-281-48. The improvements have an approximate square footage of 34,420 SF. The Property is subject to existing CUP PA-91-102.

CMV has recently entered into a purchase and sale agreement to sell the Property to Century Affordable Development, Inc. ("CADI"). In connection with the prospective sale of the Property to CADI, we are seeking the City's assistance to modify and modernize the existing CUP, along with other elements of the regulatory regime applicable to the Property including the Regulatory Amendment and the Owner Participation Agreement ("Regulatory Amendments"). This modernization will be consistent with the City's recent SRO policy updates, including 500-05.

Pursuant to the purchase and sale agreement CMV has authorized CADI to act as CMV's agent for the sole and limited purposes of processing this application and attending hearings and meetings with the City of Costa Mesa for the modification of the CUP. However, CMV must approve in writing any changes to the CUP that may be applicable prior to CMV's sale of the Property. We request that CMV be copied on all communications between CADI and the City for this purpose.

Should you have any questions, please do not hesitate to contact me at (949) 244-7707 or williamfpavone@gmail.com.

Regards,



William F. Pavone, Jr.
 Costa Mesa Village, Ltd.

cc: Brian D'Andrea
 Robert Dyess

TERMINATION OF REGULATORY AGREEMENT**RECORDING REQUESTED BY****WHEN RECORDED MAIL TO:**

Good Wildman
 19000 MacArthur Blvd, Suite 575
 Irvine, CA 92612
 Attn: Robert W. Dyess, Jr.

TERMINATION OF REGULATORY AGREEMENT

This Termination of Regulatory Agreement (this “**Termination**”), is entered into and executed by Costa Mesa Village, Ltd., a California limited partnership (“**Seller**”), Costa Mesa Housing Authority (“**CMHA**”), and Orange County Housing Authority (“**OCHA**”).

RECITALS

A. Seller is the owner of certain improved real property known as Costa Mesa Village Apartments consisting of a 97-unit residential apartment complex located at 2450 Newport Blvd, Costa Mesa, California 92627 and more particularly described on Exhibit A Attached hereto (the “**Property**”).

B. The Property is subject to restrictions set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants, by and among Seller, CMHA and OCHA, recorded as Document No. 93-0517026 in the Official Records of Orange County, California (the “**Official Records**”), as amended by First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, recorded as Document No. 2003000364959 in the Official Records (collectively, the “**Regulatory Agreement**”).

C. Seller is in escrow for the sale of the Property to Century Affordable Development, Inc., a California nonprofit public benefit corporation, or its permitted assignee (“**Buyer**”).

D. CMHA, OCHA and Buyer have agreed to enter into an amended and restated regulatory agreement (the “**Replacement Regulatory Agreement**”) upon the closing of the sale of the Property by Seller to Buyer.

E. Seller, CMHA, and OCHA have agreed to terminate the Regulatory Agreement under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

AGREEMENT

1. Termination of Regulatory Agreement. Upon (i) the close of escrow for the sale of the Property (the “**Closing**”) from Seller to Buyer and (ii) the execution and recording of the Replacement Regulatory Agreement, the existing Regulatory Agreement is hereby terminated.

2. Release of Seller. CMHA and OCHA hereby release Seller from all obligations of Seller to CMHA and OCHA under the Regulatory Agreement. CMHA and OCHA each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code § 1542 (“**Section 1542**”), which are set forth below:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each of CMHA and OCHA hereby waives the provisions of Section 1542, and of any statute, principle of common law or case law which would limit the scope of the foregoing waiver and release, in connection with matters which are the subject of the foregoing waiver and release.

_____ **CMHA’s Initials**

_____ **OCHA’s Initials**

3. Purpose. This Termination is executed and recorded for the purpose of imparting notice of the termination of the Regulatory Agreement, and the respective rights and obligations thereunder.

4. Construction; Governing Law. This Termination shall be construed according to its fair meaning and as if prepared by all parties hereto. This Termination shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The headings used in this Termination are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

This Termination of Regulatory Agreement is executed as of _____, 2022.

SELLER: Costa Mesa Village, Ltd.,
a California limited partnership

By: William M. Crawford Co. Inc.,
a California corporation,
General Partner

By: _____
William F. Pavone, Jr.,
President

CMHA: Costa Mesa Housing Authority,
a public body, corporate and politic

By: _____
Name: _____
Its: _____

OCHA: Orange County Housing Authority,
a public body, corporate and politic

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss:

On _____, 20____, before me, _____,
Notary Public, personally appeared William F. Pavone, Jr., who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

On _____, 20____, before me, _____,
Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

On _____, 20____, before me, _____,
Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTHWESTERLY RECTANGULAR ONE-HALF OF LOT 57, AND THE SOUTHWESTERLY RECTANGULAR ONE-HALF OF LOT 59 OF TRACT NO. 300, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

PARCEL 2:

THE SOUTHEASTERLY 150 FEET OF THE NORTHEASTERLY RECTANGULAR ONE-HALF OF LOT 59 OF TRACT NO. 300, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

PARCEL 3:

THE SOUTHWESTERLY ONE-HALF OF LOT 57 OF TRACT NO. 300, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

APN: 439-281-48

Recording Requested by and
When Recorded Mail to:

Costa Mesa Housing Authority
P.O. Box 1200
77 Fair Drive
Costa Mesa, California 92628-1200
Attention: Secretary/City Clerk

This document is exempt from the payment
of a recording fee pursuant to Government
Code §§ 27383 and 6103.

(Space above for Recorder's use.)

REGULATORY AGREEMENT (Costa Mesa Village)

This REGULATORY AGREEMENT (Costa Mesa Village) ("Regulatory Agreement") is entered into and dated as of _____, 202__ (the "Effective Date") by and among COSTA MESA HOUSING AUTHORITY, a public body, corporate and politic ("CMHA"), and ORANGE COUNTY HOUSING AUTHORITY, a public body corporate and politic ("OCHA"), and CADI XV LLC, a California limited liability company ("Developer").

R E C I T A L S

A. CMHA is a California housing authority formed by the City of Costa Mesa ("City") acting under the California Housing Authorities Law, Part 2 of Division 24, Section 34200, *et seq.*, of the Health and Safety Code. CMHA serves as the housing successor to the former Costa Mesa Redevelopment Agency ("CMRDA"), a dissolved redevelopment agency pursuant to Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code, section 34160, *et seq.* and 34170, *et seq.*, respectively, and in particular Sections 34176 and 34176.1 and subsequent legislation.

B. Developer is the owner of certain improved real property located at 2450 Newport Boulevard, Costa Mesa, California 92627 (APN 439-281-48), which is more particularly described in Exhibit A attached hereto and fully incorporated by this reference ("Property"). The Property is improved with a ninety-seven (97) unit affordable rental apartment complex (the "Project").

C. In connection with certain loans (the "Loans") made by OCHA and CMRDA for the purpose of acquisition and development of the Project, OCHA, CMRDA, and Costa Mesa Village, Ltd., Developer's predecessor-in-interest ("Original Developer"), entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of May 11, 1993 and recorded in the Official Records of Orange County ("Official Records") on August 3, 1993 as Instrument No. 93-0517026, as amended by that certain First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants dated as of November 19, 2002 and recorded in the Official Records on April 2, 2003 as Instrument No. 2003-000364959 (collectively, the

“Original Regulatory Agreement”). The Original Regulatory Agreement has been terminated pursuant to a termination agreement recorded in the Official Records.

D. The City of Costa Mesa issued a conditional use permit, Conditional Use Permit No. PA-91-102, to entitle the land use and authorize a single-room occupancy affordable housing development at the Property, as amended on September 28, 1992 (collectively, the “CUP”). As of the Date of Agreement, Developer has requested that the City further amend the CUP to modify certain conditions set forth therein to be consistent with Developer’s planned operations and this Regulatory Agreement.

E. The Loans have been repaid in full on or around August 2014.

F. The parties now desire to enter into this Regulatory Agreement, pursuant to which Developer agrees to the terms and conditions set forth herein as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE 1

DEFINITIONS AND GENERAL TERMS

Section 1.1 Definitions. As used in this Regulatory Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

(a) “50% AMI Very Low Income Household” means a household where the income does not exceed 50 percent of the AMI adjusted for family size appropriate for the unit, as may be published by TCAC or HUD. If TCAC shall cease to publish such levels or they are not updated for a period of at least eighteen (18) months, CMHA shall provide Developer with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by TCAC. In the case of discrepancy, the TCAC income levels shall prevail.

(b) “Annual Income” means the total anticipated gross annual income of all persons in a household as calculated using the methods to calculate income adopted by TCAC, or if TCAC no longer calculates income, then it means the total anticipated annual income of all persons in a household, as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.

(c) “Affiliate” means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Developer which, if Developer is a partnership or limited liability company, shall include each of the constituent partners or members (but not the Tax Credit Investor), respectively thereof. The term “control” as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of at least fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

(d) “Affordability Period” means the duration of this Regulatory Agreement, which shall continue in perpetuity.

(e) “Affordable Units” means and refers to all of the Units, except one (1) two-bedroom onsite Manager’s Unit, which are located on the Property and are an integral part of the Project and are required to be restricted to and occupied by households meeting the requirements of this Regulatory Agreement.

(f) “Allowable Rent” and “Rents” means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities including parking (for one (1) currently registered operable vehicle per Apartment, if available); any separately charged fees or service charges assessed by Developer which are customarily charged in rental housing and required of all Qualified Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Qualified Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the Qualified Tenant, at the rates calculated as set forth in section 2.4(a) hereof.

(g) “Annual Project Revenue” shall mean all gross income and all revenues of any kind from the Property actually received by Developer in a calendar year, including without limitation, rents, Section 8 housing assistance payments, if any, late charges, laundry income, vending machine income, and any other revenues of whatever kind or nature from the Property, except that interest on security deposits and required reserves shall not be considered Annual Project Revenue.

(h) “Area Median Income” or “AMI” means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Orange, California as published from time to time by TCAC and HUD, but in the case of discrepancy, the TCAC incomes shall prevail. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, CMHA shall provide Developer with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(i) “Assumed Household Size” means the assumed household size determined or utilized by TCAC, used to calculate Rent or if TCAC no longer calculates rent, then it means the household size “adjusted for family size appropriate to the unit” as such term is defined in HSC Section 50052.5(h).

(j) “CMHA” means the Costa Mesa Housing Authority and is further described in Recital A and includes any assignee of, or successor to, its rights, powers and responsibilities.

(k) “City” means the City of Costa Mesa, a California municipal corporation and general law city.

(l) “Closing” means the date of recordation of this Regulatory Agreement in the Official Records.

(m) “County” means the County of Orange, California.

(n) “Default” means the failure of a Party to perform any action or covenant required by this Regulatory Agreement within the time periods provided herein following notice and opportunity to cure, as set forth herein.

(o) “Developer” means CADI XV LLC, a California limited liability company, and its permitted successors and assignees.

(p) “Effective Date” means the date this Regulatory Agreement is recorded in the Official Records.

(q) “General Partner” means, in the event Developer is a limited partnership, any general partner of such limited partnership.

(r) “Governmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, City (including applicable City Council Policies, the conditional use permit for the property, and any applicable written agreement between the City or CMHA and the Developer), CMHA and OCHA, or any other political subdivision in which the Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over Developer or the Project.

(r) “HCD” is the California Department of Housing and Community Development.

(s) “HUD” is the United States Department of Housing and Urban Development.

(t) “Improvements” means all improvements, improvements pertaining to the realty, fixtures, works of improvement at the Project, including, without limitation, buildings; landscaping, trees and plant materials; and offsite improvements, including, without limitation, streets, curbs, storm drains, and adjacent street lighting.

(u) “Indemnitees” means City, County, CMHA and OCHA and their elected and appointed officials, officers, employees, attorneys, contractors, elective and selected boards and commissions, representatives, agents, and volunteers.

(v) “Legal Description” means the legal description of the Project set forth in Exhibit A attached and fully incorporated to this Regulatory Agreement.

(w) “Lender” means a lender of any loan for the Project (other than a loan from an Affiliate).

(x) “Manager’s Unit” means one (1) unrestricted two-bedroom unit within the Project, which unit shall be designated by Developer for use of the onsite manager.

(y) “Notice of Affordability Restrictions” means an instrument substantially in the form of Exhibit B, which instrument is caused to be recorded in the Official Records.

(z) “OCHA” means the Orange County Housing Authority and any assignee of, or successor to, its rights, powers and responsibilities.

(aa) “Official Records” means the official land records maintained by the County Recorder of the County.

(bb) “Party” means individually each of CMHA, OCHA, and Developer.

(cc) “Parties” means together CMHA, and OCHA, and Developer.

(dd) “Partnership Agreement” means, if Developer is a limited partnership, the agreement which sets forth the terms of Developer’s limited partnership, as such agreement may be amended from time to time.

(ee) “Permitted Transfer” shall have the meaning given in Section 6.3(a).

(ff) “Project” means the affordable housing development located at 2450 Newport Boulevard, Costa Mesa, CA and consisting of 96 Housing Units and one (1) unrestricted Manager’s Unit which Developer shall manage and operate as long-term, affordable rental housing for occupancy by 50% AMI Very Low Income Households, in accordance with this Regulatory Agreement.

(gg) “Property” means that certain real property, land and improvements, located at 2450 Newport Boulevard, Costa Mesa, California and is further described in Recital B. The Project is more fully and legally described in the Legal Description attached hereto as Exhibit A.

(hh) “Qualified Tenant” or “Qualified Tenants” mean the income-qualified households occupying the Affordable Units as 50% AMI Very Low Income Households.

(ii) “Regulatory Agreement” means this Regulatory Agreement to be recorded as an encumbrance against the Property.

(jj) “State” means the State of California.

(kk) “Subordination and Intercreditor Agreement” means one or more estoppel, intercreditor and/or subordination agreement(s) or instrument(s) as may be requested by a Lender or Developer’s Tax Credit Investor for approval by CMHA/OCHA.

(ll) “Tax Credit Investor” means, in the event Developer is a limited partnership, the investor limited partner admitted as a limited partner of the Developer in connection with a reservation or allocation of Tax Credits from TCAC for the Project.

(mm) “Tax Credit Rules” means the provisions of Section 42 of the Internal Revenue Code and/or, if applicable, California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, as the foregoing may be amended from time to time, to the extent applicable to the Project and the rules

and regulations implementing the foregoing, including the regulations set forth in Title 4 Cal. Code Regs. Section 10300, *et seq.*

(nn) “Tax Credit Regulatory Agreement” means the regulatory agreement that may be required to be recorded against the Project with respect to the Project’s allocation of Tax Credits.

(oo) “Tax Credits” means federal 4% or 9% low income housing tax credits granted pursuant to Section 42 of the Internal Revenue Code and/or, if applicable, State tax credits pursuant to California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Sections 50199, *et seq.*

(pp) “TCAC” means the California Tax Credit Allocation Committee.

(qq) “TCAC 50% Rent” means the maximum rent published by TCAC for a “50% AMI Very Low Income Household” in Orange County for the applicable bedroom number.

(rr) “TCAC Regulatory Agreement” means the regulatory agreement to be recorded against the Project with respect to the Tax Credits for the Project as required under the TCAC Rules.

(ss) “Term” means the term of this Regulatory Agreement, which commences on the Effective Date and continues in perpetuity.

(tt) “Third Party Costs” are defined and described in Articles 7 and 13.

(uu) “Unit” or “Units” means the ninety-seven (97) individual apartment units at the Project that will be owned, leased, managed, and operated by Developer pursuant to this Regulatory Agreement.

Section 1.2 Developer’s Representations and Warranties. As a material inducement to CMHA and OCHA to enter into this Regulatory Agreement, Developer represents and warrants to CMHA and OCHA the following regarding its formation, qualifications, and compliance:

(a) Developer is a California limited liability company whose sole member is Century Affordable Development, Inc.

(b) Developer has all required authority to conduct its business and own, acquire, develop, improve, operate, and buy and sell its property, including the Property and Project hereunder.

(c) To the best of Developer’s knowledge, Developer is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business;

(d) Developer has and will in the future duly authorize, execute and deliver this Regulatory Agreement and all other agreements and documents, if any, required to be executed

and delivered by Developer in order to carry out, give effect to, and consummate the transaction contemplated by this Regulatory Agreement;

(e) To the best of Developer's knowledge, Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder;

(f) There are no material pending or, so far as is known to Developer, threatened, legal proceedings to which Developer is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed in the material submitted to CMHA and OCHA which could materially adversely affect the ability of Developer to carry out its obligations hereunder;

(g) There is no action or proceeding pending or, to Developer's best knowledge, threatened, looking toward the dissolution or liquidation of Developer and there is no action or proceeding pending or, to Developer's best knowledge, threatened by or against Developer which could affect the validity and enforceability of the terms of this Regulatory Agreement, or materially and adversely affect the ability of Developer to carry out its obligations hereunder.

ARTICLE 2

LAND USE AND AFFORDABILITY RESTRICTIONS

Section 2.1 Permitted Uses. The Property and Project shall be used in compliance with the CUP and Management Plan for the Property, as amended, and each and all other amendments, modifications or changes approved in the sole discretion of the City of Costa Mesa and shall be used and operated only as an affordable housing complex as set forth in this Regulatory Agreement. This is a rental housing project with ancillary amenities intended for use and occupancy as affordable housing and for no other purposes.

(a) Affordable Housing. Commencing upon the Effective Date of this Regulatory Agreement and continuing in perpetuity, Developer covenants and agrees to make available, restrict occupancy and rental of the Housing Units to 50% AMI Very Low Income Households at an Affordable Rent with one unrestricted Manager's Unit reserved for the on-site property manager. Notwithstanding the foregoing, in the event a future tax credit investor's residual analysis indicates that the perpetual affordability restriction results in the Project not meeting the "true debt" test for tax purposes, at the close of any low income housing tax credit financing for the Project, CMHA and OCHA will reasonably consider an increase in the rent and income limit from 50% AMI to 60% on some or all of the Units commencing after the 55th year.

(b) Affordability Period. The Project and all the Housing Units thereon shall be subject to the requirements of this Article 2 in perpetuity.

Section 2.2 Selection of Tenants. Developer shall be responsible for the selection of Qualified Tenants for the Housing Units in compliance with all applicable Governmental Requirements and as set forth in any management plan submitted by the Developer and approved by OCHA and the City, if any (the "Management Plan"). The Management Plan, including

marketing, tenant screening and selection of tenants for the 96 Housing Units shall refer to and Developer shall cause compliance with this Regulatory Agreement.

Section 2.3 Income and Occupancy Restrictions. As included in the annual income certification provided by Developer or as required by TCAC so long as the TCAC Regulatory Agreement is in existence, and upon termination thereof, as reasonably requested by CMHA and OCHA, and Developer shall endeavor to make available for CMHA's and OCHA's review and approval such information as Developer has reviewed and considered in its selection process, together with the statement by Developer that Developer has determined that each selected Qualified Tenant will comply with all applicable terms and conditions of this Regulatory Agreement in each tenant's occupancy of a Unit, including without limitation, that each corresponding household satisfies the income eligibility requirements, Affordable Rent requirements, and other requirements of this Regulatory Agreement.

(a) Tenant Selection Covenants; Household Income Requirements. Developer covenants and agrees that (i) each tenant (other than the on-site Property Manager) shall qualify, as applicable, as a 50% AMI Very Low Income Household, and (ii) the cost to each tenant household (other than the onsite Property Manager) for the corresponding Unit on the Property shall be at and within the defined Affordable Rent, and (iii) the occupancy and use of the Property shall comply with all other covenants and obligations of this Regulatory Agreement (collectively, "Tenant Selection Covenants").

(b) Unit Mix; Manager's Unit. Developer covenants that 96 Units shall be Affordable Units occupied at an Affordable Rent to 50% AMI Very Low Income Households, and one Unit shall be the Manager's Unit reserved for occupancy by an onsite property manager.

(c) Income Certification Requirements. Annually (on or before April 30 of each year), or at such other time as may be agreed upon by CMHA and Developer, Developer shall submit to CMHA and OCHA, at Developer's expense, a written summary of the income, household size and rent payable by each of the tenants of the Affordable Units. Developer shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household leasing an Affordable Unit demonstrating that such household is a 50% AMI Very Low Income Household and meets the eligibility requirements established for the Affordable Unit. Developer shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant household. In order to comply with this Article 2, Developer shall submit to CMHA and OCHA any and all tenant income and occupancy certifications and supporting documentation required, as applicable, to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement, and such documentation shall satisfy the requirements of this Section 2.3(c).

(d) Verification of Income of New and Continuing Tenants. Developer shall verify the Annual Income and information provided in the income certification of the proposed tenant as set forth below.

(i) Developer shall verify the income of each proposed tenant of the Project pursuant to the Tenant Selection Covenants set forth above, and by at least one of the following methods as appropriate to the proposed tenant:

(A) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(B) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(C) obtain an income verification certification from the employer of the person.

(D) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(E) obtain an alternate form of income verification reasonably requested by CMHA and/or OCHA, if none of the above forms of verification is available to Developer.

(e) Verification regarding Eligibility of New Tenants. Developer shall retain documentation regarding the eligibility of each new tenant household, including that each such household satisfied the applicable priorities set forth in this Article 2.

(f) Non-Qualifying Household. If, upon recertification of the income of a tenant, Developer determines that a former 50% AMI Very Low Income Household has an Adjusted Income exceeding the qualifying income for a 50% AMI Very Low Income Household, then such tenant shall be permitted to continue to occupy the Affordable Unit and such tenant's Affordable Rent may be increased to one-twelfth of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon ninety (90) days written notice to the tenant. The unit will continue to be classified as an Affordable Unit for no longer than one year, at which time, subject to applicable law, rules and regulations, including the requirements of any public agency financing for the Project, Developer shall cause the non-qualifying household to vacate the unit at which time Developer shall re-rent the unit to a 50% AMI Very Low Income Household to meet the requirements of Section 2.1 above.

(g) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Qualified Tenant, such unit will be deemed to be continuously occupied by a 50% AMI Very Low Income Household, until such unit is reoccupied. Developer will use best efforts to rent any vacant unit to a Qualified Tenant within thirty (30) days of such unit becoming vacant. In any event, Developer shall maintain the occupancy requirements set forth in Section 2.1 above.

(h) Tenant Transfer. Existing tenants shall be permitted to transfer into a different unit once per year, at the time of recertification. As to such transfers Developer will cause Property Manager to provide a list of tenants that are transferring units to include the original unit and unit to which they transferred.

Section 2.4 Affordable Rent.

(a) Maximum Monthly Rent. The maximum monthly rent chargeable to a Qualified Tenant for Affordable Units shall be the maximum rent published by TCAC for a "50% AMI Very Low Income Household" in Orange County for the applicable bedroom number. In the event that TCAC no longer publishes the income and rent information contemplated herein, then the HUD published income and rent information shall prevail. In the case that both cease to be published, CMHA and OCHA will provide Developer with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable.

(b) Rent Schedule. Developer must annually reexamine the income of each tenant household living in the Affordable Units annually in accordance with this Article 2. The maximum monthly rent must be recalculated by Developer and submitted to CMHA and OCHA annually to confirm the rents are consistent with this Regulatory Agreement and applicable legal requirements and may change as changes in the applicable gross Affordable Rent amounts and the income adjustments warrant. Any increase in Affordable Rents for the Affordable Units is subject to the provisions of outstanding leases. Developer must provide all tenants not less than sixty (60) calendar days' prior written notice before implementing any increase in Affordable Rents.

(c) Leases; Rental Agreements for Housing Units. Developer shall submit a standard lease form, which shall comply with all applicable Governmental Requirements, and all requirements of this Regulatory Agreement, to CMHA and OCHA for approval. CMHA and OCHA shall reasonably approve such lease form upon finding that such lease form is consistent with this Regulatory Agreement. Developer shall enter into a written lease, in the form approved by CMHA and OCHA, with each Qualified Tenant household of the Project.

(d) Tenant Protections.

(i) *Lease.* Developer shall execute or cause to be executed a written lease in a form reasonably approved in writing by CMHA and OCHA (other than immaterial modifications thereto) which complies with all applicable Governmental Requirements and with each tenant household identifying by name all permitted occupant(s) of each Affordable Unit. The lease between tenants occupying the Affordable Units and Developer must be for not less than one year, unless by mutual agreement between the tenant and Developer.

(ii) *Prohibited Lease Terms.* The Qualified Tenant lease may not contain any of the following provisions:

(A) *Agreement to be Sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(B) *Treatment of Personal Property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after

the tenant has moved out of the Unit. Developer may dispose of this personal property in accordance with State law;

(C) *Excusing Developer/owner from Responsibility.* Agreement by the tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(D) *Waiver of Notice.* Agreement of the tenant that Developer may institute a lawsuit without notice to the tenant;

(E) *Waiver of Legal Proceedings.* Agreement by the tenant that Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(F) *Waiver of a Jury Trial.* Agreement by the tenant to waive any right to a trial by jury;

(G) *Waiver of Right to Appeal Court Decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(H) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by Developer against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(iii) *Termination of Tenancy.* Developer may not terminate the tenancy or refuse to renew the lease of a tenant of a Housing Unit within the Project except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) calendar days (or such longer period as may be required by applicable laws) by Developer's service upon the tenant of a written notice specifying the grounds for the action.

(e) Loss of Subsidy.

(a) It is anticipated that certain Affordable Units (the "Subsidy Units") may receive Project-Based Section 8, Section 811 or other rental or operating subsidies (the "Rental Subsidy") throughout the Term. If any change in law occurs, or any action (or inaction) by Congress or any federal or state agency occurs, which results in a material reduction, termination or nonrenewal of the Rental Subsidy through no fault of Developer, such that the Rental Subsidy shown on the budget for the Project approved by CMHA and OCHA is no longer available, Developer shall, in anticipation of such loss in Rental Subsidy, use good faith efforts for a period of one hundred twenty (120) days, to obtain alternative sources of rental subsidies and shall provide CMHA and OCHA weekly progress reports on Developer's efforts to obtain alternative sources of rental subsidies. If at the end of such one hundred twenty (120) day period Developer is unable to secure an alternate source of rental subsidy, notwithstanding this Section

2.4(a) above, Developer may provide a written request to CMHA and OCHA and CMHA and OCHA will consider in their reasonable discretion, an increase in the Affordable Rent on one or more of the Affordable Units that overlap with a Subsidy Unit, to the TCAC 60% AMI rent level but only to the minimum extent necessary to maintain Project feasibility.

In the event such a request is approved by CMHA and OCHA, Developer shall continue to use good faith efforts to obtain alternative sources of rental subsidies and shall provide CMHA and OCHA with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the Affordable Units to be reduced back to the Affordable Rents set out in Section 2.4(a) above. Upon receipt of any alternative rental subsidies, Developer shall reduce the rents on the Affordable Units back to the Affordable Rents set out in Section 2.4(a), to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Project as shown on the annual Project budget.

Section 2.5 Nondiscrimination.

(a) Nondiscrimination and Equal Opportunity. Developer hereby covenants, by and for itself, its successors and assigns, and all persons claiming under or through them, to comply with the following laws relating to nondiscrimination and equal opportunity: (1) The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p.684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p.264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p.393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

(b) Prohibition of Inquiries on Sexual Orientation or Gender Identity. Developer further covenants, by and for itself, its successors and assigns, and all persons claiming under or through them, not to inquire about the sexual orientation or gender identity of an applicant for, or occupant of, the Project or any Unit at the Property, for the purpose of determining eligibility for occupancy of such Units or otherwise making such Units available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. Further, determinations of eligibility for occupancy of Units at the Project shall be made in accordance with the eligibility

requirements provided for such program by HUD, and such Units shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

(c) Covenants Run with the Land. The nondiscrimination covenants established in this Article 2. shall, without regard to technical classification and designation, be binding for the benefit and in favor of CMHA and OCHA and their successors and assigns, and shall remain in effect in perpetuity.

(d) No breach of any of the provisions of this Regulatory Agreement shall impair, defeat or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Property or the Project or any portion thereof.

Section 2.6 Notice of Affordability Restrictions. CMHA as housing successor is required to prepare and cause recordation of the Notice of Affordability Restrictions, substantially in the form of Exhibit B, which shall be recorded concurrently with this Regulatory Agreement.

ARTICLE 3

OPERATION AND MANAGEMENT OF THE PROJECT

Section 3.1 Taxes and Impositions. Developer shall be responsible to and shall pay, prior to delinquency, all of the following (collectively, the “Impositions”): (i) all general and special real property taxes and assessments imposed on the Property, unless exempt therefrom; and (ii) all other taxes and assessments and charges of every kind that are assessed upon the Property and that create or may create a lien upon the Property (or upon any personal property or fixtures used in connection with the Property), including non-governmental levies and assessments pursuant to applicable covenants, conditions or restrictions. If permitted by law, Developer may pay any Imposition in installments (together with any accrued interest).

(a) Right to Contest. Developer shall not be required to pay any Imposition so long as (a) the validity of such Imposition is being actively contested in good faith and by appropriate proceedings, and (b) either (i) Developer has demonstrated to CMHA and OCHA’s reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of any parcel in satisfaction of such Imposition or otherwise impair CMHA and OCHA’s interests hereunder, or (ii) Developer has furnished CMHA and OCHA with a bond or other security satisfactory to CMHA and OCHA in an amount not less than 120% of the applicable claim (including interest and penalties).

(b) Evidence of Payment. Upon demand by CMHA and/or OCHA from time to time, Developer shall deliver to CMHA and OCHA within thirty (30) calendar days following the due date of any Imposition, evidence of payment of said Imposition reasonably satisfactory to CMHA and OCHA, unless Developer is contesting the imposition in conformity with Article 3, Section 1.1. In addition, upon demand by CMHA and/or OCHA from time to time, Developer shall furnish to CMHA and OCHA a tax reporting service for the Property of a type and duration, and with a company, reasonably satisfactory to CMHA and OCHA.

Section 3.2 Management of the Project.

(a) Property Manager. Developer shall cause the Project, and all appurtenances thereto that are a part of the Project, to be managed in a prudent and business-like manner, consistent with property management standards for other comparable affordable rental housing projects in Orange County, California. Developer shall contract with a property management company or property manager to operate and maintain the Project in accordance with the terms of this Article 3 Section 3.2. (“Property Manager”); provided, however, the selection and hiring of the Property Manager (and each successor or assignee Property Manager) is and shall be subject to prior written approval of CMHA and OCHA in their reasonable discretion. Any proposed property manager shall have prior experience with rental housing projects and properties comparable to the Project. Approval of a Property Manager by CMHA and OCHA shall not be unreasonably delayed but shall be in their sole and reasonable discretion, and CMHA and OCHA shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing management of the Project. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of CMHA and OCHA, which approval shall not be unreasonably withheld or delayed, but shall be in their sole and reasonable discretion. The selection by Developer of any new Property Manager also shall be subject to the foregoing requirements. CMHA and OCHA hereby approve The John Stewart Company as the initial Property Manager.

(b) Management Plan. Developer shall prepare and submit to CMHA and OCHA for review and approval a management plan that includes a detailed plan and strategy for long term operation, maintenance, repair, security, social/supportive services to the extent committed by Developer to TCAC in connection with an allocation of Tax Credits for, and marketing of the Project, method of selection of tenants, rules and regulations for tenants, and other rental and operational policies for the Project (“Management Plan”). CMHA and OCHA’s approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by CMHA and OCHA the ongoing management and operation of the Project shall be in compliance with the approved Management Plan. Developer and Property Manager may from time to time submit to CMHA and OCHA proposed amendments to the Management Plan, which are also subject to the prior written approval of CMHA (by approval of City’s Planning Commission) and OCHA, which approval shall not be unreasonably withheld or delayed.

(i) Gross Mismanagement. In the event of “Gross Mismanagement” (as that term is defined below) of the Project or any part of the Project, and subject to the requirements of any Lender or Tax Credit Investor, CMHA and OCHA shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) calendar days from the date of written notice from either CMHA or OCHA. If Developer or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to both CMHA and OCHA), but has failed to complete such cure by the 30th day, then Developer or Property Manager shall have an additional ten (10) calendar days to complete the cure of such Gross Mismanagement condition(s). In no event shall any condition of Gross Mismanagement continue uncured for a period exceeding forty-five (45) calendar days from date of the initial written notice of such condition(s). If such

condition(s) do persist beyond such period CMHA and OCHA shall have the sole and absolute right to immediately and without further notice to Developer (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the CMHA and OCHA's selection at the sole cost and expense of Developer. If Developer takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

(A) For purposes of this Regulatory Agreement, the term "Gross Mismanagement" shall mean management of the Project (or any part of Project) in a manner that violates the terms and/or intention of this Regulatory Agreement to operate a high quality, restricted affordable rental housing complex comparable to other similar complexes in Orange County, California, and shall include, but is not limited to, any one or more of the following:

(1) Knowingly or repeatedly leasing to tenants who are not Qualified Tenants;

(2) Failing to timely maintain the Project in accordance with the Management Plan and the manner prescribed herein;

(3) Failing to submit timely and/or adequate annual reports to CMHA and OCHA as required herein;

(4) Fraud or embezzlement of Project funds, including without limitation funds in any Project reserve accounts;

(B) Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Developer is obligated and shall use commercially reasonable efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Developer shall include advisement and provisions of the foregoing requirements and requirements of this Regulatory Agreement within any contract between Developer and its Property Manager.

Section 3.3 Marketing. Subject to the tenant selection and marketing requirements set forth in Article 2, which provisions shall prevail in marketing the Units, Developer shall comply with an affirmative marketing plan reasonably approved by CMHA and OCHA, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy at the Units without special outreach and recordkeeping methods that will permit CMHA and OCHA to evaluate the actions taken by Developer (or Property Manager) to affirmatively market the Units at the Project. Developer shall carry out the affirmative marketing procedures of the CMHA and OCHA to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area to the Project. The Parties shall cooperate to effectuate this provision in connection with initial renting, upon occurrence of a vacancy, and upon the re-renting of any Affordable Unit.

Section 3.4 Monitoring and Recordkeeping. On or before April 30 in each year following the Closing, Developer shall annually complete and submit to CMHA and OCHA a certification of compliance substantially in the form provided by CMHA and OCHA. Representatives of CMHA and OCHA shall be entitled to enter the Property during regular business hours, upon at least seventy-two (72) hours' notice, to monitor compliance with this Regulatory Agreement, to inspect the books and records of the Project, and to conduct an independent audit or inspection of such records. Developer agrees to cooperate with CMHA and OCHA in making the Property and all Units thereon available for such inspection or audit. Developer agrees to maintain records in a businesslike manner, to make such records available to CMHA and OCHA upon seventy-two (72) hours' notice. If Developer maintains such records at a location outside of the County of Orange, Developer shall reimburse CMHA or OCHA for any travel costs incurred by either of them in connection with inspection of those records outside of the County of Orange.

Section 3.5 Required Submissions. Developer shall annually submit to the CMHA and the OCHA, or cause the Property Manager to submit to the CMHA and OCHA, on or before March 1st of each year, the following reports:

- (a) An annual rent roll for each Apartment in the Property, certified to be true and correct.
- (b) An annual operating budget, and a quarterly reconciliation of the actual operating expenses to the operating expenses projected in the annual operating budget.

Section 3.6 CMHA and OCHA Right to Require Submittal of Audited Financial Statements for Property and its Operations. The CMHA and the OCHA expressly reserve the right to require Developer to submit (and in this regard Developer hereby agrees to make available all records and allow to be conducted and prepared) audited financial statements for the Property and its operations. Such audited financial statements for the Property shall be prepared and completed by an independent certified public accountant (CPA) in accordance with GAAP (and generally accepted auditing principles, as applicable.) The CMHA shall select the CPA and completion of such audited financial statements shall be the sole financial responsibility of the Developer.

Section 3.7 Annual Report to CMHA and OCHA. In May of each year (or at such other reasonable time as required) the Developer shall submit an annual report for the previous calendar year to the CMHA and the OCHA in a form approved by the CMHA and OCHA. The annual report shall include for each rental Apartment covered by all Agreements, the rent, annual gross income, family size of leased household, date the tenancy commenced and such other information as the CMHA and/or OCHA may be required by law to obtain.

Section 3.8

ARTICLE 4

MAINTENANCE OF THE PROJECT

Section 4.1 General Maintenance. Developer shall maintain the Property and all improvements thereon, including lighting and signage, in good condition, free of debris, waste and

Regulatory Agreement
(Costa Mesa Village)

graffiti, and in compliance with all applicable provisions of the City Codes. Developer shall maintain in accordance with the Maintenance Standards (as hereinafter defined) the improvements and landscaping on the Property. Such Maintenance Standards shall apply to all buildings, signage, common amenities, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Property and any and all other improvements on the Property and the Project. To accomplish the maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Regulatory Agreement.

Section 4.2 Capital Reserve Contribution Requirements. Developer shall contribute and fund annually an account that is available for capital expenditures for repairs and replacement necessary to maintain the Property in the condition required by this Agreement (the "Capital Reserve Account"). Borrower shall deposit in the Replacement Reserve Account annually an amount equal to Two Hundred Dollars (\$200) per unit. These deposits may terminate, or be stayed, if the cumulative balance in the Capital Reserve Account reaches twenty-five percent (25%) of the Annual Project Revenue (gross annual income); provided however, in the event the cumulative deposits/balance in such Capital Reserve Account fall below or are less than 25% of gross annual income at any subsequent time then Developer contribution and funding annually of the Capital Reserve Account in accordance with this Section 4.2 shall resume until such time as the cumulative balance reaches twenty-five percent (25%) of the Annual Project Revenue.

ARTICLE 5

COMPLIANCE WITH LAWS

Section 5.1 Governmental Requirements. Developer must carry out each activity in connection with the Project in conformance with this Regulatory Agreement and Governmental Regulations, to the extent applicable.

Section 5.2 Records and Reports. Developer shall maintain and from time to time submit to CMHA and OCHA such records, reports and information as CMHA and OCHA may reasonably require. Without limiting the following, Developer shall maintain records and submit annual reports as required by this Regulatory Agreement.

ARTICLE 6

COVENANTS

Section 6.1 Affordability Period. The provisions of this Regulatory Agreement shall remain in effect for the Term. This Regulatory Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of CMHA and OCHA, except as expressly released by CMHA and OCHA.

Section 6.2 Covenants to Run with the Land. CMHA, OCHA and Developer hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land, and shall bind all successors in title to the Property. Each and

every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless CMHA and OCHA expressly releases the Property from the requirements of this Regulatory Agreement.

Section 6.3 Transfers. The qualifications and identity of Developer as an experienced and successful developer and operator/manager of affordable housing are of particular concern to CMHA and OCHA. It is because of these identities and the qualifications that CMHA and OCHA have entered into this Regulatory Agreement with Developer. Accordingly, commencing on the Effective Date and throughout the Affordability Period, i.e., in perpetuity, except as provided below, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Regulatory Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Property, or any part thereof, or this Regulatory Agreement (collectively referred to herein as a “Transfer”) without the prior written approval of CMHA and OCHA, which approval shall not be unreasonably withheld or delayed.

(a) Permitted Transfers. Notwithstanding the provisions of this Regulatory Agreement prohibiting transfer of any interest in Developer, the Property, the Project, and this Regulatory Agreement, the following transfers shall be “Permitted Transfers” for which CMHA and OCHA approval is not required:

(i) The granting of easements or permits to facilitate the rehabilitation of the Project.

(ii) An assignment for financing purposes to secure the funds necessary for the acquisition or rehabilitation and operation of the Project on the Property.

(iii) Leasing of individual Affordable Units to Qualified Tenants in accordance with Article 2 of this Regulatory Agreement.

(iv) The transfer of or all or any part of the Property, the Property, or the Project, or assignment of any Project Document to Century Affordable Development, Inc. (“CADI”), or to an entity controlled by or under common control with CADI, or to an entity or entities in which a CADI Affiliate is a general partner or managing member.

(v) Following a transfer to a limited partnership, the removal and replacement of the General Partner of Developer as directed by the Tax Credit Investor in accordance with the terms of the Partnership Agreement.

(vi) The sale, transfer or pledge of any limited partnership interest or non-managing member’s interest in Developer or of any partnership or membership interest in the limited partner.

(vii) The sale, transfer, or conveyance of the General Partner’s interest in Developer to a CADI Affiliate.

In the event of a Transfer by Developer not requiring CMHA and OCHA's prior approval, Developer nevertheless agrees that at least fifteen (15) calendar days prior to such Transfer it shall give written notice to CMHA and OCHA of such assignment and satisfactory evidence that the assignee will assume all of the obligations of this Regulatory Agreement in writing through an assignment and assumption agreement in a form reasonably acceptable to CMHA and OCHA.

(b) CMHA and OCHA Consideration of Requested Transfer. CMHA and OCHA agree that it will not unreasonably withhold, condition, or delay approval of a request for approval of a Transfer made pursuant to this Section 6.3 (other than Permitted Transfers), provided Developer delivers written notice to CMHA and OCHA requesting such approval and includes the proposed assignment and assumption contract and, if required by CMHA and OCHA, all necessary and relevant background and experience information related to the proposed transferee.

(i) An assignment and assumption agreement in form reasonably satisfactory to CMHA and OCHA's respective legal counsel shall be required for each proposed Transfer. Within ninety (90) calendar days after the receipt of Developer's written notice requesting CMHA and OCHA approval of a Transfer pursuant to this Section 6.3, CMHA and OCHA shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, CMHA and/or OCHA reasonably require(s) in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to CMHA and OCHA such further information as may be reasonably requested. Upon the effective date of the approved or permitted Transfer, if an assignment and assumption agreement reasonably acceptable to CMHA and OCHA has been executed and delivered to CMHA and OCHA, the assignor shall be released by CMHA and OCHA from any and all obligations assumed by the approved or permitted assignee.

(c) Payment of CMHA and OCHA Third Party Costs re Proposed Transfer. Any and all Third Party Costs incurred by CMHA and/or OCHA in connection with consideration and approval (or disapproval) of a proposed transferee for any Transfer shall be paid by Developer, and payment thereof shall be and remain a condition precedent to CMHA and OCHA's obligation to approve and execute any Transfer document, including without limitation any assignment and assumption agreement.

ARTICLE 7

ENFORCEMENT AND REMEDIES

Section 7.1 Default Remedies. Subject to extensions of time set forth in this Article 7, failure by a Party to perform any action or covenant required by this Regulatory Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" or "Event of Default" under this Regulatory Agreement. A Party claiming a Default shall give written Notice of Default to the other Parties specifying the Default. Except as otherwise expressly provided in this Regulatory Agreement, the claimant shall not institute any proceedings against any other Party, and such other Party shall not be in Default if such Party within thirty (30) days from receipt of such Notice, immediately and with due diligence,

commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence. In the event the Party in Default, or causing such Default, fails to cure within said thirty (30) days, or if such breach is of a nature that it cannot be cured within said thirty (30) days, then the defaulting Party shall commence to cure in an additional fifteen (15) days (i.e., within forty-five (45) days of Notice of Default) and the defaulting Party shall diligently complete such cure, correction or remedy within a reasonable time thereafter but in no event later than one hundred twenty (120) days from the date of the Notice of Default.

Section 7.2 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Regulatory Agreement, any Party may institute an action at law or equity to seek specific performance of the terms of this Regulatory Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Regulatory Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California.

Section 7.3 Acceptance of Service of Process. In the event that any legal action is commenced against CMHA and/or OCHA, service of process on CMHA and OCHA, as applicable, shall be made by personal service upon the CMHA Secretary and OCHA Secretary, respectively, or in such other manner as may be provided by law. In the event that any legal action is commenced against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

Section 7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Regulatory Agreement, the rights and remedies of the parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another Party.

Section 7.5 Inaction Not a Waiver of Default. Any failures or delays by any Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Regulatory Agreement.

Section 7.7 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Regulatory Agreement, performance by any Party shall not be deemed to be in Default, and all performance and other dates specified in this Regulatory Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; unusually severe weather; earthquakes; fires; casualties; acts of God; pandemics; epidemics; quarantine restrictions; acts of the public enemy; acts or omissions of another Party, or acts or failures to act of City or any other public or governmental agency or entity (excepting that acts or failures to act of CMHA (or City) and OCHA (or County) shall not excuse performance by CMHA (or City) or OCHA (or County)). Notwithstanding anything to the contrary in this Regulatory Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run

from the time of the commencement of the cause (or such longer period as is reasonably needed under the circumstances), if Notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of CMHA, OCHA, and Developer. The executive directors shall have authority to approve extensions on behalf of CMHA and OCHA not to exceed a cumulative total of one hundred eighty (180) days.

Section 7.8 Non-Liability of Officials and Employees of CMHA and OCHA. No member, official, officer or employee of CMHA (or City) or of OCHA (or County) shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by CMHA (or City) or of OCHA (or County) or for an amount, if any, which may become due to Developer or its successors, or on any obligations under the terms of this Regulatory Agreement.

Section 7.9 Relationship among CMHA, OCHA and Developer. It is hereby acknowledged that the relationship among CMHA (or City) or of OCHA (or County) and Developer is not that of a partnership or joint venture and that (i) CMHA, on the one hand, and Developer, on the other hand, shall not be deemed or construed for any purpose to be the agent of the other, and (ii) OCHA, on the one hand, and Developer, on the other hand, shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Regulatory Agreement, including all Exhibits, CMHA (and City) or of OCHA (and County) shall not have any rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project.

Section 7.10 Indemnification. The Developer shall defend, indemnify and hold harmless the Agency and the CMHA and their respective officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to this Agreement, except for any such claim which results from the sole negligence or willful misconduct of the OCHA or the CMHA or their respective officers, agents, employees, representatives or volunteers.

Section 7.11 CMHA and OCHA Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by CMHA and/or OCHA, their respective executive director is authorized to act on behalf of CMHA and OCHA, as applicable, (and, if applicable, when action or approval of (i) City is necessary then the City Manager is authorized to act on behalf of City and (ii) County is necessary then the Chief Executive Officer is authorized to act on behalf of County), unless specifically provided otherwise or the law otherwise requires. CMHA and OCHA may designate City and County, respectively, to act on their behalf, as applicable, for some or all purposes of this Regulatory Agreement, provided that Notice thereof is provided to Developer; such Notice may be modified from time to time by instrument executed by CMHA and OCHA.

Section 7.12 No Third Parties Benefited. Except as provided herein as to City and County, this Regulatory Agreement is made for the purpose of setting forth rights and obligations of Developer, CMHA, and OCHA, and no other person shall have any rights hereunder or by reason hereof.

ARTICLE 8

NOTICE

Written notice, demands and communications between and among CMHA, OCHA and Developer shall be deemed sufficient if dispatched by personal delivery, overnight delivery by a regarded courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of CMHA, OCHA, and Developer, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other's addresses as any Party may, from time to time, designate by mail, or the same may be delivered in person to representatives of a Party upon such premises. Said addresses are as follows:

If to Developer: c/o Century Affordable Development, Inc.
1000 Corporate Pointe
Culver City, CA 90230
Attention: Brian D'Andrea

If to CMHA: Executive Director
Costa Mesa Housing Authority
77 Fair Drive
Costa Mesa, CA 92626

If to OCHA: Orange County Housing Authority
c/o OC Community Resources/
Housing & Community Development
1501 E. St. Andrew Place, 1st Floor
Santa Ana, CA 92705
Attn: Executive Director

Notices herein shall be deemed given as of the date of personal service or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

ARTICLE 9

MISCELLANEOUS

Section 9.1 Severability. If any one or more of the provisions contained in this Regulatory Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Regulatory Agreement, and this Regulatory Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 9.2 Actions through Respective Executive Directors. CMHA and OCHA shall maintain authority of this Regulatory Agreement through their respective executive directors.

CMHA and OCHA's executive directors shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Regulatory Agreement on behalf of CMHA and OCHA so long as such actions do not materially or substantively change the land uses and affordable housing covenants required on the Property, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the respective governing boards of CMHA and OCHA.

Section 9.3 Caption and Pronouns. The captions and headings of the various Articles and Sections of this Regulatory Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

Section 9.4 Attorneys' Fees. In any action to interpret or enforce any provision of this Regulatory Agreement, the prevailing Party shall be entitled to its costs and reasonable attorneys' fees and expert witness fees.

Section 9.5 Modification of this Regulatory Agreement. This Regulatory Agreement may be modified or amended by mutual consent of all Parties, provided that all amendments are in writing.

[Signature blocks begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed as of the day and year first above written.

DEVELOPER:

CADI XV LLC,
a California limited liability company

By: Century Affordable Development, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Brian D'Andrea
Senior Vice President

[Signatures continue on next page.]

CMHA:

COSTA MESA HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Lori Ann Farrell Harrison
Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
Kimberly Hall Barlow
Authority General Counsel

[Signatures continue on next page.]

OCHA:

ORANGE COUNTY HOUSING AUTHORITY,

By:_____

APPROVED AS TO FORM

By_____

EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Costa Mesa, County of Orange, State of California, and is described as follows:

PARCEL 1:

THE NORTHWESTERLY RECTANGULAR ONE-HALF OF LOT 57, AND THE SOUTHWESTERLY RECTANGULAR ONE-HALF OF LOT 59 OF TRACT NO. 300, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

PARCEL 2:

THE SOUTHEASTERLY 150 FEET OF THE NORTHEASTERLY RECTANGULAR ONE-HALF OF LOT 59 OF TRACT NO. 300, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

PARCEL 3:

THE SOUTHWESTERLY ONE-HALF OF LOT 57 OF TRACT NO. 300, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGES 11 AND 12 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA

APN: 439-281-48

EXHIBIT B

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY (“Notice” or “Notice of Affordability Restrictions”) is executed and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, “Chapter 690”).

Costa Mesa Housing Authority (“CMHA”) and Orange County Housing Authority (“OCHA”) (together, “CMHA/OCHA”) and Developer entered into that certain Regulatory Agreement (Costa Mesa Village) dated as of _____, 2022 (“Regulatory Agreement”) related to Developer’s acquisition, renovation and operation of an existing 97-unit affordable housing project on certain improved real property with a common address of 2450 Newport Boulevard, Costa Mesa, California, which is referred to as the “Property” therein and legally described in the attached and fully incorporated Attachment 1. Capitalized terms not defined herein shall have the meaning established therefor in the Regulatory Agreement.

The Project will provide long-term affordable housing for eligible and qualified 50% AMI Very Low Income Households at an Affordable Rent. All covenants and restrictions for the Project are set forth in the Regulatory Agreement, which also is recorded among the Official Records of Orange County, California. In the event of an inconsistency between this Notice of Affordability Restrictions and the Regulatory Agreement, the provisions in the Regulatory Agreement shall control.

IN WITNESS WHEREOF, CMHA, OCHA, and Developer have executed this Notice of Affordability Restrictions as of the date first written above.

DEVELOPER:

CADI XV LLC,
a California limited liability company

By: Century Affordable Development, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Brian D'Andrea
Senior Vice President

[Signatures continue on following page.]

CMHA:

COSTA MESA HOUSING AUTHORITY,
a public body, corporate and politic

By: _____

APPROVED AS TO FORM:

By: _____

OCHA:

ORANGE COUNTY HOUSING AUTHORITY

By: _____

APPROVED AS TO FORM

By: _____

ATTACHMENT 1

LEGAL DESCRIPTION

The Land referred to herein below is situated in the City of Costa Mesa, County of Orange, State of California, and is described as follows:

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APN: 439-281-48

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary
Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary
Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

)

)

COUNTY OF _____

)

On _____ before me, _____, Notary
Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

Costa Mesa Village**PROPERTY MANAGEMENT PLAN****Property**

2450 Newport Boulevard
Costa Mesa, CA 92627

Owner

Century XV LLC
1000 Corporate Pointe
Culver City, California 90230

Property Manager

The John Stewart Company
888 S. Figueroa Street, Suite 400
Los Angeles, California 90017

Lead Service Provider

Century Oasis Resident Services.
2001 River Avenue
Long Beach, California 90810

Public Agency

City of Costa Mesa
92 Fair Drive
Costa Mesa, California 92626

Dated

January 5, 2022

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1 PROPERTY MANAGEMENT PLAN GOALS AND OBJECTIVES

Century Affordable Development, Inc. (“CADI” or “Owner”) is committed to maintaining its properties to the highest standards and enriching the lives of the people who reside in its buildings. Whether self-performed through our property management affiliate, Century Villages Property Management, or through a third party, CADI’s property management services are delivered within the context of Century Housing Corporation’s mission of financing, building, and operating exceptional affordable housing so that the people we serve may have a dignified home, a healthy and hopeful future and attain economic independence.

The Owner, through the Management Company, takes responsibility for coordinating maintenance and operations of the Costa Mesa Village Project (“Property”), a 97-unit low-income development for individuals and small households in Costa Mesa, California. CADI’s Management Company will oversee all leasing, resident selection criteria, priority guidelines for the replacement units; eviction policies; community rules; security and emergency services; social services; and day-to-day management of operations. The Management Company will be responsible, by means of periodic budgets, financial statements, and status reports, for advising the development team on the operation of the Project. In addition, the following procedures shall be followed to ensure effective day-to-day operations and cooperation between the Management Company.

- a. Day-to-day operation of the project will be under the direct supervision of the Property Manager who will report to the Property Supervisor (to be employed by the Management Company).
- b. A senior management member of the Management Company will be the representative reporting to CADI.
- c. Regularly scheduled meetings with Century’s Oasis Resident Services (“CORS”), who is the Lead Service Provider (at least monthly)

Owner and Management Company acknowledge that there are multiple public agencies involved in the development and operation of the Property, including the City of Costa Mesa, the County of Orange, and the California Housing Finance Agency, among others. The Property shall be managed in a manner that complies with all applicable regulations and policies (“Operative Regulations”) of vested stakeholders, including those named above. The Operative Regulations shall supersede any term, condition, or language contained within this Property Management Plan that is inconsistent with said Operative Regulations.

2 AUTHORITY, BUDGET, ACCOUNTING & ADMINISTRATION

2.1 AUTHORITY

The areas in which Property Manager may make decisions without consulting the Owner include, but are not limited to:

1. *Personnel.* All hiring, supervising, directing, contracting, and termination of on-site personnel and determination of compensation.
2. *Government requirements.* Such activities as may be necessary to comply promptly with any and all governmental requirements affecting the Project, except that in such cases Property Manager will notify the Owner after performing such activities unless the Owner instructs Property Manager in writing not to do so.
3. *Compliance.* Compliance with the pertinent requirements of the regulatory agreements (if any) as they pertain to management of the Project.

2.2 BUDGETING

The Annual Operating Budget for the Project will be prepared by the Management Company. Financial accounting, reports, and records will be in conformance with standard accounting procedures, and responsive to the guidelines provided by the regulatory agencies connected with the property. The Management Company will maintain accurate files of all resident transactions, revenue, and expenditures. Monthly deposits shall be made to the Replacement Reserve Account each month to ensure it is funded to cover any needed maintenance repairs.

2.3 FEES AND COMPENSATION

Property Manager will be paid a management fee and other fees for accounting, marketing, and consulting as applicable and outlined in the Management Agreement. The Property Manager will cover, from the fees, expenses incurred in the performance of its duties, such as off-site office overhead, bookkeepers, secretaries, etc. The Project will pay for, out of the General Operating Account, expenses incurred by the Project including on-site office overhead, administrative and maintenance staff, maintenance costs, etc. In addition, the Project will be responsible for a payroll processing fee.

2.4 COMPLIANCE WITH REGULATORY OR LENDER'S REQUIREMENTS.

The Property Manager will ensure that applicable residents (if any) meet income and other eligibility requirements for purposes of meeting the Regulatory Agreement or Lenders' requirements. Agent's Accounting Manager and Regional Manager will be responsible for

ensuring the coordination of all financial reporting and accounting requirements of the Project.

Property Manager will comply with all reporting requirements of the Regulatory Agreements. The Property Manager will assist the Auditors in the preparation of the annual audited financial statements. The Auditor will be required to make his/her arrangements for schedules and reconciliations at the expense of the Project. The Owner will select the Auditors. The Agent will also provide the certifications and other information required in connection with the payment of capital contributions.

2.5 INSURANCE

The Owner will inform the Property Manager of insurance to be carried with respect to the Project and its operations, and the Property Manager will cause such insurance to be placed and kept in effect at all times. The Owner will place and approve the insurance coverage. The Property Manager will pay premiums out of the General Operating Account (or mortgagee impound), and premiums will be treated as Project expenses. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interest appearing thereon as shall be acceptable to the Owner and approved by Lenders. Such insurance will include public liability coverage, with the Agent designated as an insured party, in amounts acceptable to the Property Manager and the Owner. The Property Manager will investigate and furnish the Owner with full reports of all accidents, claims, and potential claims for damage relating to the Project and will cooperate with the Owner and Lenders' insurers in connection therewith.

2.6 MONTHLY FINANCIAL REPORT

A Monthly Financial Report will be provided to the Owner which includes a statement of receipts and disbursements, a schedule of accounts payable, an income/profit and loss statement with current month and year-to-date budget comparisons, a balance sheet, a trial balance, copies of monthly bank statements and reconciliations, rent roll, and a list of the balances in all bank accounts as of the last day of the previous account period. The report shall set forth the applicable data for the prior month and year-to-date. Cash flow will be closely monitored. These monthly accounting reports will be provided on the 20th of the following month on an ongoing basis. To the extent possible, the Management Agent will submit all reports electronically to the Owner and other entities, as required.

3 BUILDING MAINTENANCE

The Management Company believes that the on-site staff is of critical importance to the success of the property, thus maintains the highest employment standards for our Management Company employees. The Management Company maintains positive and regular communication with residents and promptly completes requests and addresses complaints. The Management Company staff responds to and/or completes all resident work order requests within 24 hours of receipt.

3.1 UNIT INSPECTIONS

For all inspections, Management Company Staff must make reasonable effort to conduct the inspection in the presence of the resident. Management Company Staff must give residents at least twenty-four-hour notice of entry. If the resident is not present, the Management Company Staff must receive verbal or written permission to enter and leave a notification that they entered the unit after the inspection is completed.

- a. **Move-Out Inspections:** When a unit has been vacated, the Property Manager will provide the resident with an opportunity to receive a Pre-Move-Out Inspection. At this time, the Management Company Staff will inspect the unit with the resident and determine any damages to be corrected or cleaning necessary over and above normal wear and tear, which shall be charged against the security deposit. A resident may, but will not be required to, participate in this inspection. The move-out inspection form will be compared to the move-in inspection form to determine the extent of resident-caused damages.
- b. **Move-In Inspections:** Move-In inspections are required at the time the resident signs their lease and receives the keys. Prior to the resident moving in, the resident must initial that the unit is in decent, safe, and sanitary condition as per program requirements. Move-In inspections establish the actual condition of the unit before the resident begins occupancy. All Move-In inspections must be conducted in the resident's presence and with Management Company Staff present. For any items indicating repair, replacement, or needing cleaning, a work order must be generated immediately. When the work order is completed, the inspection must be updated and initialed by the resident as complete.
- c. **Annual Unit Inspections:** All units must be inspected annually by Management Company Staff. The purpose of the annual unit inspection is to evaluate the physical condition of each unit. Management Company Staff may conduct unit inspections on a mass schedule or based on the Move-In date but must be according to the determined schedule. All annual inspections must be conducted in the resident's presence and with the management company staff- including the property manager and property

maintenance technician present. For any items indicating repair, replacement, or needing cleaning; a work order must be generated immediately. When the work order is completed, the work order must be updated and signed by the resident as complete. Any issues found during an annual inspection must be addressed. If a repair is necessary, a work order must be issued. The resident must be notified and must authorize entry for the work order. If it is determined that the resident is responsible for the deficiency, a letter must be issued to the resident explaining the issue and notifying them of the required remedy.

- d. **Pre-Move-Out Inspections:** Residents giving a 30-day written notice have the right to request a Pre-Move-Out inspection to be conducted 2 weeks prior to the Move-Out date. The intent of the inspection is to provide the resident with information about any damages or deficiencies that may exist in the unit and to allow the resident to make proper repairs and avoid forfeiture of some or all of their security deposit. At the time the Management Company office staff receives the 30-day written notice, the Management Company office staff and the resident must complete the Notice of Resident Option to Conduct Initial Inspection. All Pre-Move-Out inspections must be conducted in the resident's presence and with the Management Company's Property Manager and Maintenance Technician present. The unit inspections and the inspections must be conducted in pairs.

3.2 PREVENTATIVE MAINTENANCE

Inspections will be made on the exteriors and common areas for security and preventative maintenance purposes on a weekly, monthly, and quarterly basis. In general, the Project components will be inspected as follows:

- a. On-site physical inspections are conducted periodically by the Property Manager. This would be augmented as needed through inspections by the Management Company's Property Supervisor;
- b. Mechanical equipment inspection semi-annually or as needed;
- c. Walk-through with contract services quarterly and as needed;
- d. Roof inspections in the fall of each year and as needed;
- e. Internal components inspected by Management Company Property Manager or Management Company Regional Property Supervisor semi-annually or as needed;
- f. Exterior components such as lighting, building siding, asphalt, sidewalks, roof, etc. are inspected routinely (daily, weekly or monthly) as applicable by the Management Company Property Manager and Management Company Maintenance staff or vendor and periodically by the Management Company's Property Supervisor typically in the Spring and Fall;

- g. Lighting and security inspections are conducted routinely by on-site personnel and off-site personnel (as indicated in 6 above);

3.3 BUILDING AND CUSTODIAL MAINTENANCE

Each member of the Management Company Staff must contribute to maintaining a clean property. When there is trash visible on the property, all members of the staff must pick up the trash immediately. The property and common areas must be dusted and cleaned on a daily basis. Management Company Staff is responsible for managing janitorial vendors to keep the property clean at all times. Office Staff must communicate to the Management Company's Property Supervisor if the janitorial vendors are not meeting Century's standards.

Unit Maintenance and Preventative Maintenance will be completed by the on-site Management Company Maintenance Staff.

Non-Routine maintenance/repairs of items outside of the Maintenance staff skillset and ability will be completed by a third-party vendor selected by the Management Company Staff and Management Company Property Supervisor as needed.

3.4 GROUNDS MAINTENANCE/LANDSCAPING

Outside contractors will be utilized on an as-needed basis, except for grounds maintenance, which will be contracted to an outside landscaping company, and for routine garbage removal and extermination services.

3.5 SERVICE AND WORK ORDER CALL SYSTEM

The Management Company requires a Work Order Request form to be verbally requested or filled out and signed by the resident for all repairs completed in a unit. Requests can be made by telephone, in-person, online, or in writing. Management Company Office Staff will assess each work order based on level of criticality and will respond based on level of priority ranging from emergency (within one hour) to deferred (work completed within one month). These response times will vary based on the criticality of each assignment. Office Staff must communicate the timing with the resident within 24-48 hours. The work order form is primarily used by residents when Management Company Office Staff is unavailable. It identifies the service required and the preferred time of service and is a record. Emergency and urgent repairs must be completed even if no work order form is filled out. Failure to complete a written work order is not grounds for a repair not being completed.

3.6 GREEN MANAGEMENT

The Property Management Company practices energy conservation at all properties.

- a. Energy Conservation: Thermostats, HVAC systems, lighting, and other electrical devices are inspected as routine preventative maintenance to ensure they are working efficiently.
- b. Water Conservation: Management Company Property Staff must fix leaks immediately, not over irrigate the landscaping and only water during late-night hours, turn off irrigation systems during rainstorms (put systems on rain delay) and continually monitor the water and plants while walking around the property. Management Company Staff are expected to keep a consistent dialog with the entire team and watch for signs of stressed plants and work together to fine-tune the landscaping water needs.
- c. Resident Engagement: Management Company Staff to spend time with residents educating them on sustainability measures and environmental conservation. Resident engagement in conservation measures is critical.
- d. Green Education: As part of the initial move-in process, the Management Company will provide new residents with an educational flyer about the building's green features and benefits.

4 SAFETY AND SECURITY PLAN

Safety and security of the residents and property are of the utmost importance to the Property Management company. All Century-managed properties have security cameras in place to help protect the residents and property along with access control systems. The Property Management Company will implement a comprehensive Safety and Security Plan along with an Emergency Response Plan ("ERP") and perform regular emergency preparedness drills.

The Property Management Company adheres to a proactive approach concerning emergencies. The company participates in annual emergency preparedness drills such as The Great Shake-Out, Shelter in Place, and Active Shooter drills. It is vital that Management Company Staff be prepared for the variety of emergencies that may occur at any time. Office Staff are responsible for responding to all emergencies that occur on the property. This may entail ensuring that the property has appropriate emergency coverage (on-call maintenance with backup personnel). If circumstances prohibit Office Staff from temporarily taking this responsibility, they must notify the answering service to refer all emergencies to another staff member or the Property Supervisor.

4.1 EMERGENCY RESPONSE PLAN

The property Emergency Response Plan (ERP) includes the following:

1. **Resident Education:** All residents and staff will be trained annually on the ERP. Incoming residents will receive training on the ERP during their new resident orientation.
2. **Emergency Binder:** Management Company Staff must create and consistently maintain a current and accurate Emergency Preparedness Binder with an Evacuation Plan for all residents on the property. This includes utilizing maps with detailed descriptions of how to exit the building(s) in the event of an emergency. Local fire departments or the Red Cross may assist with this plan. For additional support, contact the Resident Services department or the Regional Property Supervisor.
3. **Evacuation Plan:** The Property Management Company requires all properties to have an evacuation plan. The evacuation plan will be specific to each building and produced with specific plans including exit areas, emergency response locations, and resident evacuation safe zones. The evacuation plan will include the egress stairways located at the building with the egress doors for exiting the building in the event of an emergency. Management Company's designated Emergency Management Team Leader must discuss their property-specific plan with their Management Company's staff. Management Company Staff must be familiar with the emergency evacuation plan and practice it periodically. The evacuation plan is distributed to all residents upon Move-In (updates must be distributed to current residents). Evacuation plans may also be posted on bulletin boards, in the laundry room, elevators, stairwells, and hallways, as appropriate.
4. **Management Company Approach to Handling Emergencies:**
 - a. Only deal with the situation at hand and re-evaluate.
 - b. Go above and beyond. Take care of all residents and any affected neighbors.
 - c. Staff must never put themselves in harm's way.
 - d. In the event of an emergency that requires evacuation, it is important to have a plan and follow it. Below are some basic steps Management Company Staff must follow:
 - i. The safety and survival of the Management Company Staff and residents are the top priorities.
 - ii. Call 911 for help as soon as it is safe or possible to do so.
 - iii. Evacuate in a safe and orderly manner to the designated evacuation area. Residents can help one another when it does not jeopardize either person's safety.
 - iv. Office Staff will put forth their best effort to assist residents but must not put themselves in harm's way. If a resident refuses to leave their unit, Management Company Staff must keep moving forward with the evacuation and will inform hall monitors to do the same.
5. **Following an evacuation, the Management Company Staff must do the following:**
 - a. Utilize the Property Management Company Emergency Response System.

- b. Utilize Phone Tree to contact key help (phone tree can be obtained from the Resident Services department or the Property Supervisor).
 - c. Gather the team and assign responsibilities. The team may include Management Company Staff, hall monitors, other residents, or other members of the community available to help. Responsibilities may include:
 - i. Resident Care: Food, water, medication, first aid, contacting relatives, and booking overnight lodging.
 - ii. Property Care: Assessing damage and immediate necessary repairs.
 - iii. Take Roll Call: Is everybody accounted for? It is important to have a list of missing residents for emergency personnel. Management Company Staff must not re-enter a building after it has been evacuated to search for missing personnel. Emergency personnel will advise the Management Company Staff when it is safe to re-enter the building.
6. **Resident Emergency Contacts:** All resident emergency contact information must be consistently entered and maintained in the company database. This information is vital if an emergency occurs at the property. At annual recertification, Office Staff must request any updated emergency contact information and update it in the company database. Anytime that a resident notifies Office Staff of a change in their emergency contacts they must update it within 48 business hours.
7. **Resident Roster or Roll Call List:** If an emergency requiring evacuation occurs, the Management Company Staff must have a quick way to determine who is still in the building and their likely location. Office Staff must have an updated Resident Roster or Roll Call list. After an evacuation, it is vital that roll is taken as soon as possible so that the information on any missing individuals can be shared with emergency personnel.
8. **Emergency Drills:** New properties must practice their emergency evacuation drill within six months of the lease-up. Management Company Staff and hall monitors must practice their role in an evacuation drill periodically, but not less than twice a year.
9. **Fire Protection:**
- a. **Fire Monitoring:** All properties must contract with a fire monitoring and protection company that services the property fire alarm systems in accordance with local, state, and federal law. Management Company Staff must ensure all required fire and life safety inspections are completed on time. The fire monitoring and protection company conducts all annual inspections of and repairs for fire/life safety systems.
 - b. **Fire Extinguishers:** Fire extinguishers must be inspected on a monthly basis as part of the preventative maintenance and safety program. Each fire extinguisher has a tag attached that must be initialed by the Management Company Staff member conducting the inspection monthly. The extinguisher must be checked for damage, that the charge arrow is in the green, that the pin is present, that the service tag is

not expired, and that there are no other obvious issues including corrosion, broken pieces, or rusting on the box or extinguisher.

- c. **Smoke Alarms:** All smoke detectors will be hard-wired. Per the California State Fire Marshal Information Bulletin 13-006, Effective July 1, 2015, all battery-operated smoke alarms must also comply with Provision (1) which shall contain a non-replaceable, non-removable battery that is capable of powering the smoke alarm for at least 10 years. There must be smoke alarms on each floor, in each sleeping room, and in the immediate vicinity outside of the bedrooms (i.e., a hallway). Staff must upgrade smoke detectors to 10-Year batteries as they stop working and/or during unit turns. Maintenance Staff must install and maintain the detectors and may enter a unit for the purposes of installing, repairing, and testing with proper 24-hour notice.
- d. **Carbon Monoxide Alarms:** Buildings will not have an attached parking garage and will not have any appliances that utilize a fossil fuel source. (A fossil fuel is coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products that emit carbon monoxide as a byproduct of combustion.). The common area laundry room will have dryers that are natural gas-powered and there will be carbon monoxide alarms installed. Both smoke alarms/detectors and carbon monoxide devices are required to be installed in all dwellings. A combination smoke and carbon monoxide alarm/detector will satisfy both requirements. At a minimum, Carbon Monoxide devices must be installed outside each sleeping area in the unit. Maintenance Staff must install and maintain the detectors and may enter a unit for the purposes of installing, repairing, and testing with proper 24-hour notice.

4.2 ASSET PROTECTION AND SECURITY

The Management Company takes practical and prudent care to safeguard the security of each property, its residents, the resident files, and its staff members. It is essential that the residents and employees feel secure at all times and the property be protected from damage. Failure to adhere to the security requirements may result in corrective action. The Management Company Staff is the first line of defense against a security breach. Preventative measures must be taken to ensure the safety of the property, residents, and Management Company Staff. The items listed below are examples of things that must be considered in securing the property. This is not meant to be an exhaustive list. Management Company Staff must promote security in the following practices:

- a. All security devices must be properly maintained and be in constant operating order. This includes cameras, doors, locks, gates, and fences.

- b. Develop a relationship with local law enforcement and emergency response agencies including.
 - c. All staff are encouraged to become Certified in Community Emergency Response (C.E.R.T.) program provided in the local area.
 - d. Follow all mandatory screening requirements for all residents.
 - e. Walk the property daily and intermittently to look for possible weaknesses in the security of the property including, but not limited to malfunctioning gates, burnt lights, and possible outside access points.
 - f. Universally enforce the lease and rental agreement, house, and ground rules, and the addendum for housing that is smoke-free and drug-free (other than properly prescribed medication).
 - g. Note and correct general conditions such as rust on fences that could cause compromise to the structure's integrity.
 - h. Look for evidence of forced entry, document with photos and/or video, and immediately correct.
 - i. Maintain proper and adequate lighting and ensure the absence of dark areas around the property. Not only does adequate lighting look nice, but it also serves as a deterrent against crime. Management Company Staff must replace all non-functioning lighting immediately. Install lighting systems in unusually dark areas. The company also requires trees and shrubs to be trimmed to remove potential hiding places.
 - j. Look for evidence of loitering in dark areas and stairwells. Such evidence might be trash, cups, and cigarette butts, or drug paraphernalia.
 - k. Look for unauthorized vehicles surrounding the building.
 - l. Re-key locks and re-code remote controls.
 - m. Ensure all Security Cameras are working.
 - n. Maintain fences in good condition (not cut or broken, no damage or abnormalities).
 - o. Ensure gates and locks properly operate to ensure adequate security.
 - p. Office Staff are required to record security breaches on an incident report form. Incident report forms must be sent to the Property Supervisor immediately following completion.
5. **Office Security:** The management office must be secured when not occupied. Computers, electric equipment, security DVR systems, rent checks, resident files, and all other office valuables must be secured by the Office Staff even if the absence is intended for a short time.
6. **Property Safety:** Management Company Staff are responsible for identifying and correcting most small hazardous conditions. Where correction is beyond their expertise or expense authorization level, Management Company staff must contact the Property Supervisor.

During daily property inspections and walks of the Property Management Company staff, at a minimum, must look for:

- a. Trip hazards
- b. Fire hazards
- c. Slip hazards such as slick wet surfaces
- d. Flood hazards
- e. Damaged benches
- f. Obstructions
- g. Lighting and dark areas
- h. Nonfunctioning security devices
- i. Parking hazards

5 UTILITIES

The following utilities will be available at the property:

- a. **Water:** The provider will be Irvine Ranch Water District and the water fees for the common areas and units will be paid for by the owner.
- b. **Electricity:** The provider will be Southern California Edison and the electricity fees for the common areas of the property will be paid for by the owner. In-unit electricity expenses will be paid for by the owner directly to the utility provider.
- c. **Gas:** The provider will be SoCalGas and the gas fees for the property will be paid for by the owner.
- d. **Trash:** The provider will be Waste Management and the trash fees for the property will be paid for by the owner.
- e. **Sewer:** The provider will be Costa Mesa Sanitary District and the sewage fees for the property will be paid for by the owner.

6 PROPERTY MANAGEMENT PRACTICES, POLICIES & PROCEDURES

6.1 LEASE ENFORCEMENT PROCESSES:

Lease and rules violations will be addressed by the Property Management Staff in partnership with the onsite Service Provider utilizing a 4-Step Housing Retention Action Plan (“HRAP”) as outlined below.

6.2 OCCUPANCY GUIDELINES

The Project has adopted standards for the number of persons initially permitted to occupy units. These standards conform to Lender's, Owner's and/or regulatory guidelines. These standards shall be used at initial occupancy. Following are the unit size assignment standards subject to the clarifications and considerations indicated below:

Unit Size	Minimum # of Persons	Maximum # of Persons*
Studio	1	1

*reasonable accommodation requests may be considered when determining occupancy.

If and when the household is “over-housed” (under-occupied), i.e., too few people for the unit, the household will be required to move to the next available appropriate sized unit. If the household is “under-housed” (over-crowded), the household will be required to move to the next available appropriate-sized unit. If no applicable unit size is available, for the household size, the household may be required to move, if required or allowed by regulation and law.

6.3 FOUR-STEP HOUSING RETENTION ACTION PLAN

We understand that many of our residents have multiple barriers and may have been unsuccessful in other housing environments. During their residency, we may expect some residents to exhibit behaviors that can jeopardize their housing stability.

The Four-Step Housing Retention Action Plan (“HRAP”) below serves as a tool for the service provider and property manager to work collaboratively to promote housing success for our residents. Through clearly detailing property management and supportive services roles, this housing team aims to build trust, safety, and transparency, with clear expectations for how lease violations and behavior issues will be addressed by all parties. This plan has been developed and adapted through years of experience within the supportive housing community context.

Furthermore, we believe that housing retention plans can and will empower residents to live independently within a supportive framework, building efficacy when implementing skills that promote housing stability. The following four-step plan is designed with this in mind, in order to reduce housing displacement and promote housing retention.

Step One

Resident concern/issue is noted: example; potential lease violation, display of atypical behavior (ex. late rental payment, personality changes, etc.)	
Property Manager	Supportive Services

<ul style="list-style-type: none"> • Notifies SS of concern by emailing a referral which details the concern(s) and bringing it to their joint weekly meeting. Be sure to include important dates and history and/or bring file to meeting, so next steps can be discussed. • Include notes in resident's file. • If rent payment, issue Pay or Quit notice by the 7th of the month. • Non-rent issue courtesy notice may be sent to resident. 	<ul style="list-style-type: none"> • Follows up with conversation, one-on-one • Assesses for ongoing challenges to follow rules. • Identifies supports to meet expectations • Reviews lease terms. • Coordinates between service providers (such as VASH, DHS, DMH) as needed
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Step Two

Resident concern/issue continues: a reasonable period passes (typically 30 days) with no change in the same behavior/problem. Rent remains unpaid, neighbor issues have not been resolved, or a clear lease violation has occurred.	
Property Manager: <ul style="list-style-type: none">• Notifies SS of violation/concern, discusses with SS next step. Be sure to include important dates and history of same violation if applicable• If written lease violation is agreed upon, PM will issue it within 2 business days• PM will email SS a copy of violation before/at same time it is served	Supportive Services: <ul style="list-style-type: none">• File notice in Housing file section• Meet with resident one on one• <u>Verbally</u> create housing retention plan• Explore situational factors and assess barriers• Identify community resources• Connect to necessary supports to follow lease

Step Three

Resident concern/issue progresses: the resident issue remains unresolved. If there has been an agreed upon designated period for correction, that time has passed. In cases where resident or staff safety is at risk, plans may immediately escalate to a step 3.	
Property Manager: <ul style="list-style-type: none">• Issues (3/30)-Day Notice Cure or Quit within 48 hours of agreement with SS (usually at standing meeting)• Notifies SS with electronic CC: of notice• Coordinates meeting with resident and SS• PM reviews and signs resident's proposed Housing Retention Plan during retention meeting with resident, PM and SS	Supportive Services: <ul style="list-style-type: none">• Creates a document plan with the resident with date to review intended plan, results, and end of plan date. (note: will create updates as needed, upon plan review date)• Identifies barrier and 3 support items• Bring plan to meeting with resident and SS• Set regular meetings to support plan details

Step Four

Resident concern/issue continues: The period designated by the Housing Retention Plan has passed and there has been no reasonable update in the concern.	
Property Manager: <ul style="list-style-type: none">• PM discusses next step with SS• PM issues 30 or 60-day notice to quit• Notifies SS through electronic copy of notice• If resident elects to leave in designated time frame, will stop any formal eviction proceedings	Supportive Services: <ul style="list-style-type: none">• Responds in the designated time frame• Looks for community resources and supports• Connects to legal supports if resident wants to fight eviction• Explores resident's housing options• Identifies alternative housing• Assists resident with relinquishing to avoid eviction• Problem solves potential issues to obtaining apartment (budgeting, etc.)

6.4 RENT COLLECTION PROCESSES

- a. **Collecting Rent:** Office Staff must deposit by way of scanning all rent receipts each day they are received. Office Staff may not hold checks that are valid (dated the day received) overnight and must make every attempt to deposit all rent and security deposit checks the day they are received. The security deposit is typically equal to one month's rent and is collected at the time the lease is signed and shall be deposited into a separate account.
- b. **Security Deposit:** The Security Deposit Account may be a separate interest-bearing account (at the Owner's direction), which is FDIC insured. The interest on the security deposits will be distributed according to the Owner's directives and applicable law, if any. At the time a resident vacates the unit, a move-out inspection will be conducted with the resident, where possible. All items needing cleaning or repair plus the charges or estimated charges for each will be determined at the time of inspection. Both the Property Manager and the vacating resident will sign the inspection form. The final closing statement and refund of security deposit, less any charges for rent, fees, damage, etc. (excluding normal wear and tear) will be prepared for each vacating resident itemizing any charges to be made against the security deposit and forwarded to each vacating resident within 21 days of their vacating.
- c. **Rent Check, Cashier Check, or Money Order Theft:** Properties must have a secure location to accept rent checks. Secure means behind a locked door, in a locked drawer.
- d. **Payment Accepted:** Office Staff are prohibited from accepting cash as rent payment. Residents may pay their rent online through our online portal or in the form of a check, cashier's check, or money order made payable to the designated entity for Costa Mesa Village. Office Staff cannot accept any rental amounts other than the actual resident's rent. If a resident brings Office Staff an incorrect check, cashier's check, or money order, Office Staff must return the payment to the resident with a written explanation.
 - i. Second-party checks may be accepted as rent payment with proper documentation to management stating no tenancy will be created by its acceptance. Second-party checks are payments someone other than the resident submits as rent on behalf of the resident.
 - ii. Third-party checks cannot be accepted as rent payment (except as noted in subparagraph iii. below). Third-party checks are checks made payable to the resident by someone else. The resident then requests to endorse the check over to the property as a rent payment.
 - iii. Third-Party Rent Payment Exception: Non-Profit Rent Payment Assistance: The only exception to the Third-Party rent payment policy is for residents who are receiving financial support from a non-profit agency on a

one-time or reoccurring basis. Third-party checks may be accepted with a declaration that the payment does not constitute or initiate tenancy.

- e. **Timing of Rent Collection:** Rent is delinquent if not paid by the close of business on the fifth (5th) of each month. Delinquency dates may vary only if the fifth day of the month falls on a weekend or holiday (or if other delinquency periods are required by the property regulatory agreement). In such cases, the delinquency date moves to the next business day. See the property lease for late fee information. Pre-payments for rent are allowed.

6.5 RENT INCREASES

Rent may be increased annually or as allowed by law or regulation, including as permitted by the Regulatory Agreement with the City of Costa Mesa. Management Agent will submit request to Owner for approval of increase. If approved, Agent will submit a 30-day or 60-day notice of rent change to resident, depending on program type and regulation to tenant.

6.6 REASONABLE ACCOMMODATIONS/MODIFICATIONS

- a. The Management Company follows state and federal laws, which require housing providers to make or allow changes to either a unit, the common areas, or to community rules, policies, and procedures if such changes may be necessary to enable a person with a disability an equal opportunity to use and enjoy the housing.
- b. If the need is not otherwise obvious, a resident requiring such a change must make a verbal or written request with management company staff. When written, they must complete the Reasonable Accommodation/Modification Request Form which is the first step in our interactive process; when requested verbally; the management office staff will complete the form on the resident's behalf. Management Company Staff will then send the form to a third party to verify the resident's disability and their need for accommodation or modification. Assuming the third party confirms the need for the modification or accommodation, the resident will be notified. If the third party does not confirm the need the interactive process will continue until a decision is reached. If the accommodation request is denied due to physical, legal, or financial feasibility, the resident will be notified in writing.
- c. For Reasonable Accommodations for applicants, please review the Tenant Selection Plan.

6.6 BEHAVIORAL POLICIES

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other Residents of the Property. These include, but are not limited to, the use, possession,

manufacturing, or sale of illegal drugs or controlled substances and the carrying or exhibiting of firearms or other lethal weapons on the Property. Such acts are prohibited.

The resident, any member of the Resident's household, or a guest or other person under the resident's control shall not engage in acts of harassment, violence, or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the project premises. The carrying or exhibiting of firearms on the Property are strictly prohibited.

The resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in or permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Controlled Substances Act (CSA), 21 U.S.C., Chapter 13, Section 801 and Section 802). This includes the use, possession, and/or cultivation of all forms of marijuana, including cultivation of marijuana plants. The use, possession, and/or cultivation of marijuana, including cultivation of marijuana plants, is illegal under federal law even if it is permitted under state law. Per Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), P.L. 105-276 (October 21, 1998), 42 W.D.C Section 13662, federally assisted housing providers are required to deny admission to anyone who is illegally using a controlled substance and allows Landlords of federally assisted housing to terminate the tenancy of anyone who is illegally using a controlled substance or whose illegal use is determined by the Landlord to interfere with the health, safety, or right of peaceful enjoyment of the premises by other residents. Resident or members of the household will not engage in the manufacture, sale, or distribution of any and all illegal drugs at any location, whether on or near the project premises or otherwise.

Resident units are smoke-free. All areas of the community are smoke-free with the exception of designated smoking areas. Residents, resident guests, staff, visitors, or any other person shall not smoke in the smoke-free areas to include but not limited to the entire area of the buildings including units, patios, balconies, halls, elevators, stairs, offices, community rooms, tot lots, laundry rooms, and parking lots. Designated smoking areas will be located outside on the common grounds and will be identified by "Designated Smoking Area" signs. These will be the only areas where smoking will be allowed within the community. Designated smoking areas will be covered areas with seating such as a gazebo that are at least 25 feet away from the entrance to buildings, doorways, or operable windows. The Smoking Policy promotes a smoke-free environment within the community, while permitting smoking in designated areas only. The No Smoking Rule applies to all areas except the designated smoking areas.

Violation of the above provisions of the property's drug-free, smoke-free and crime-free housing policy shall be a material violation of the house and ground rules and failure to comply with the house and ground rules is a violation of the lease, which may lead to the termination of tenancy pursuant the termination provision of the property lease. The Resident Smoking Policy addresses smoking for households residing in the project. While smoking will be prohibited on the property, this policy permits smoking for residents in designated areas. The Management Company and Lead Service Provider support the goal of achieving a smoke-free environment and promotes healthy lifestyles. Households will be provided supportive services and to support these goals and encouraged to connect to smoking cessation programs and other applicable life skills and treatment programs. By permitting smoking in designated areas only, the policy mitigates the following risks:

- Smoking increases the risk of fire
- Smoking is likely to damage the resident's premises
- Adverse health effects of secondhand smoke
- Secondhand smoke is likely to drift from one apartment to another
- The increased maintenance and cleaning costs associated with smoking

Definition of smoking: smoking includes inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, and pipe, other products containing any amount of tobacco, nicotine, or other similar product in any manner or in any form.

6.7 GRIEVANCE PROCEDURE

Should a resident have a complaint of any nature concerning her/his dwelling unit, other resident(s), or other housing-related issues, and the issue is not resolved in a satisfactory manner, the resident may engage in the Grievance Procedure provided to the resident at lease signing. The process provides detailed information on the specific steps a resident may take in order to address in hopes to resolve the issue. These steps include a timeline for residents to receive responses to grievances, how to request a formal hearing and request form, documentation requirements and participants in each step of the process.

“Grievance” is defined as any dispute with respect to Management action or failure to act in accordance with lease requirements, or any Management action or failure to act involving the interpretation of the application of Management regulations, policies, or procedures which adversely affects the rights, duties, welfare or status of the complainant.

It is the policy of Management that all residents' grievances be given complete and objective consideration. Since, on rare occasions, this may require reference of a problem to higher levels of authority; this procedure has been adopted to assure that opportunity for full “due process” is given to all residents.

This procedure applies to both applicants and residents of the Costa Mesa Village project. All residents are encouraged to use it without concern that it will reflect on their status as a resident.

Day-to-day contact and earnest communication between the manager and the residents is the most successful way to avoid misunderstandings and develop mutual respect. (See attached Grievance Procedure)

6.8 RESPONSIBILITY/GOVERNANCE

Property management and/or designee is responsible for ensuring the policies and procedures contained herein are implemented, monitored, and regularly reviewed.

6.9 PET POLICY

Pets shall not be allowed on the premises, except as approved by the Owner or required by law or local ordinance. A certified service animal or companion animal is not considered a "pet" and the resident requiring such animal shall be required to execute a service animal agreement describing the responsibilities of the resident.

6.10 LIVE-IN ATTENDANT

In the event that a resident requires the services of a live-in attendant, the above occupancy standards shall still apply. Prior to the attendant moving in the resident's physician or other qualified person shall document the need for a live-in attendant. Any income received by the attendant shall not be considered in evaluating the rent to be charged to the household. The attendant is subject to a criminal background check. The attendant shall not be considered a resident of the Project and has no residual rights to the unit if the resident no longer resides in the unit. The attendant shall be considered a guest of the resident household, and the head of household shall be required to ensure that the attendant abides by all terms and conditions of the Lease or Rental Agreement. The live-in attendant must sign the House Rules and execute a Live-in-Attendant agreement.

6.11 FORMS AND AGREEMENTS

With the approval of the Owner and Lenders, the Management Agent will develop leases or rental agreements, house rules, application forms and such documentation as may be necessary to facilitate the selection and admission of residents into the Project according to any Marketing Plan and/or CES process, and in accordance with applicable regulatory requirements.

6.12 TENANT FILE MANAGEMENT

Resident information will be maintained in the property management software and safeguarded with passwords that are changed on a regular basis to protect resident information and privacy. All resident files are maintained in a fire safe, locked cabinet at the property.

6.13 GUEST POLICY

Visitors and guests are required to sign in with office staff or a security guard when the office is closed. A tenant cannot have a guest stay overnight in excess of 14 nights per year. Guests must also provide their license plate to the office staff or security. Guest parking cannot exceed 24 consecutive hours.

6.14 SITE ACCESS AND PARKING

The property has a wrought iron fence around its perimeter. Tenants have a key/fob that allows access through the pedestrian entrance and vehicular entrance. Tenant shall register their car with the office in order to get a parking permit. Spots are not assigned.

6.15 VIDEO CAMERA MONITORING

Security cameras are in place to monitor the entrance, dumpsters, laundry rooms, lobby, and office.

6.16 TENANT AMENITIES

The property consists of the following amenities: two laundry rooms, pool, BBQ, and bike racks.

6.17 SECTION 811

Costa Mesa Village was allocated 24 Section 811 vouchers for individuals with disabilities. HUD provides funding to subsidize rental housing with the availability of supportive services for very low and extremely low-income adults with disabilities. The Section 811 program allows persons with disabilities to live as independently as possible in the community by

subsidizing rental housing opportunities which provide access to appropriate supportive services.

Tenant referrals are currently provided by the Regional Center of Orange County and Libertana. The referring entity is responsible for providing the services to the tenants. Programming and services are individualized based on each person's needs and provided off-site. The Regional Center of Orange County partners with many service providers, which can be found under service codes 520 and 896 in their service provider/vendor list located at: https://www.rcocdd.com/wp-content/uploads/pdf/vendorsearch/Vendor_List.pdf

7 PROPERTY MANAGEMENT STAFFING PLAN

7.1 STAFFING PLAN

The Management Company shall hire, train, pay, and supervise all personnel, including independent contractors. The management team will consist of:

- a. One (1) full-time, on-site Property Manager will be responsible for coordinating repair and maintenance of the building, the collection of rents, ensuring occupancy and compliance with various regulatory agencies, and providing support to the residents by maintaining records and files, maintaining information and referral resources, and collaborating with Resident Services to organize resident meetings and social events.
- b. One (1) Full-time, Maintenance Lead Technician, will be responsible for the oversight of day-to-day maintenance of the property. The maintenance technician will report to the property manager and will be responsible for the cleaning and repair of the property.
- c. Management Company Supervisor will oversee the Property Manager and coordinate issues and concerns among an array of similar facilities. This individual is responsible for the training of the Property Manager. This individual is available in case of any emergency and routinely visits the site to ensure the property is appropriately maintained and the Property Manager is fulfilling his/her responsibilities.

All hiring of on-site personnel shall conform to Equal Employment Opportunity guidelines without regard to race, religion, color, national origin, or sex. Leveraging the workforce programs for families with the Lead Service Provider and other local service providers, the Management Company shall make every effort to hire local vendors and employees when possible. Special efforts will be made to provide information regarding job openings to ensure

affirmative outreach. This includes outreach to community organizations, newspapers, and other communications media. All hiring materials will indicate that the Management Company is an Equal Opportunity Employer. The Lead Service Provider will be responsible for hiring its social service staff and will conform to Equal Employment Opportunity guidelines.

7.2 TRAINING

Specific training in policies and procedures of the Regulatory Agencies and Lenders (if applicable) will be provided to the Property Manager to ensure Project conformity to program requirements.

The Property Manager becomes knowledgeable through training and ongoing property management. As the budget permits, the Property Manager will be required to participate in relevant training conducted by professional agencies and organizations to assure understanding of the occupancy requirements of the Project. Property Manager holds periodic training sessions of a general nature for all employees off-site as well as specific on-site sessions tailored to the needs of individual Projects. In addition to such site-specific training, additional monthly, quarterly and annual training includes, but is not necessarily limited to, Fair Housing and non-discrimination.

It is Property Manager's policy to promote from within when possible. Employees are reviewed for potential promotion when positions become available. Property Manager's job opportunities are posted on various websites and job boards.

If required by regulation, Property Manager will make reasonable efforts to hire eligible residents for available positions at the project, whereas a qualified applicant is found, and whereas their employment at the property does not pose a potential or actual conflict of interest or provide access to proprietary resident information that should be beyond the view or manipulation of the resident employee.

7.3 EMPLOYEE BENEFITS

Sick time and benefits will be afforded to all employees working at the property in accordance with California labor regulations.

7.4 EMPLOYEE GRIEVANCE PROCEDURES

The Regional Manager assigned to the Project regularly visits the Project at which time problems can be discussed. If this is not satisfactory to an employee, the employee may contact the Vice President of Property Management or an officer of Agent.

7.5 EMPLOYEE TERMINATION PROCEDURES

Demotion, layoff, or termination shall be determined on a non-discriminatory basis. When an employee's performance is substandard, the employee shall be notified in writing. Every effort will be made to work closely with an employee to provide additional training if this is deemed appropriate. If their performance continues to be substandard, the employee will be placed on probation, and/or terminated.

8 TARGET POPULATION, PREFERENCES AND REFERRALS

Costa Mesa Village is intended to serve qualified low-income individuals and households in need of affordable housing. Up to 24 of the 96 housing units are anticipated to be supported by Section 811 subsidy administered by the California Housing Finance Agency (CalHFA). a

In accordance with CFR Title 24 Sections 5.410(a) and 5.655 the landlord will give "Preference" to the following:

- a. **Preference A:** 24 of 96 homes will be set aside for households eligible under the Section 811 program, administered by the California Housing Finance Agency (CalHFA)
- b. **Preference B:** 72 of the 96 homes will be set aside for individuals and households living and/or working in the City of Costa Mesa.

Marketing will be consistent with HUD Affirmative Fair Housing Marketing standards, CADI will market the units through a variety of methods to ensure populations who are least likely to apply will be notified of availability. Advertising shall include use of newspaper and online advertisements, social networking sites, and notification of availability of rental units to public and private agencies. Advertising material will be prepared in languages appropriate to the ethnic groups in the area. Advertising will include a statement regarding the policy of compliance with all Federal, state, and local fair housing laws and policies.

All qualified referred applications will be verified and approved by the Management Agent.

8.1 REFERRAL PROCESS- GENERAL

For Preference A, Costa Mesa Village will work with the applicable Orange Count Regional Center ("OCRC") and its referring agencies to source prospective residents.

All qualified applications will be sent from the OCRC to JSCo's agent with date and time stamp in preparation for scheduled interview.

JSCo's agent will notify applicants and their respective case managers to schedule a move-in date.

Although initial applications will be submitted through the OCRC, CADI's Management Company, in conjunction with Lead Service Provider, will assist eligible residents in completing the subsidy application, collection of required documents and subsequent submittal for voucher approval.

8.2 WAITING LISTS

A site-based waiting list will be maintained for Preference B units. The Property's initial waiting list will be determined by date and time of application and/or a lottery, as directed by Owner. Those households selected from the waiting list will undergo a comprehensive screening procedure to reflect the Owner's Resident Selection Criteria/Tenant Selection Plan. Factors to be considered in the screening are housekeeping habits, tenant history, rent payment history, credit reports and criminal records.

Agent will maintain and update the Property's waiting list in accordance with regulatory requirements. The targeted number of applicants on the waiting list for each

category shall be no less than twice the average turnover rate for units in each category in the Property. When the number of applicants falls below one year of applications based on the average turn-over rate for the applicable unit size, Agent will initiate marketing procedures as described in this Plan to reestablish the minimum level of applicants. Agent will update the waiting lists periodically to determine if applicants are still interested in the Property. If an applicant does not wish to remain on the waiting list or fails to respond to Agent in writing, the applicant will be removed from the waiting list. Applicants on the waiting list will be notified that it is their responsibility to advise the Property of any address changes and that if they cannot be contacted by mail, either for vacant units or in the course of a waiting list update, they will be dropped from the waiting list.

9 RESIDENT SELECTION, INCOME ELIGIBILITY AND CERTIFICATIONS

9.1 RESIDENT SELECTION

The Property Manager will be charged with the responsibility for screening residents referred to the Property. The Property Manager will be properly trained in resident eligibility requirements. In compliance with the Regulatory Agreements, only applicants that meet all eligibility requirements will be selected to occupy restricted units. Any applicable income limits or restrictions will be made available to the public upon request and/or in accordance with any and all regulatory guidelines. Applications and other records pertinent to a resident's continued eligibility will be kept on file in accordance with any and all Regulatory guidelines.

The Property Manager or other management personnel will not discriminate or give preferential treatment to any applicant or resident. Selection criteria must comply with eligibility requirements set forth by all program guidelines, included, but not limited to those of CalFHA.

The Management Company will utilize the low-barrier tenant selection process that is consistent with Housing First guidelines to ensure that the hardest to service populations have access to housing opportunities. Management will take a holistic view when determining selection criteria for Costa Mesa Village. As such, negative credit, past criminal history, or lack of landlord references, or behaviors that indicate a lack of “housing readiness”, may not be taken into consideration to determine eligibility unless information revealed suggests that the applicant may pose a threat to the health and safety of other residents, guests, staff or vendors or to the property.

9.2 INITIAL INCOME ELIGIBILITY

The Property Manager will be responsible for determining income eligibility of each applicable household in the Project via third-party verification of all income and assets as programmatically required. Households whose gross annual income exceeds programmatically required income limits will be considered “over-income” and will not be considered income-eligible for units subject to any regulatory restrictions and/or guidelines.

9.3 RECERTIFICATION

A re-determination of eligibility (recertification) shall be made by the Management Company at least once a year. Information required to be furnished by Resident for such determination includes, but is not limited to, income and asset verification and names and ages of household

members. Resident agrees via the lease that all information provided to Landlord shall be true, complete, and correct to the best of his/her knowledge. Failure to provide eligibility information, or providing false or misleading information, may result in the termination of his/her occupancy.

The Property Manager will maintain a “tickler file” for any applicable annual recertifications to ensure that processing is completed in a timely manner. Recertifications will also be performed by CalHFA as the subsidy provider. If, upon recertification, the resident's household income either increases or exceeds the project's applicable income limits as programmatically determined, the tenant portion of the rent will be adjusted accordingly and a lease addendum executed. All income regulations including over-income guidelines are included in the lease for recertification purposes. If a resident is determined to be no longer eligible for the program and regulation and law requires and allows the resident to vacate the unit, the owner will be notified and proper notice will be given based on applicable laws and regulation.

9.4 RE-OCCUPANCY PROCEDURES

When notice is given that a Preference A occupied unit will be vacated, re-occupancy procedures will begin with notification to the OCRC. The Management Agent will subsequently receive a referral from the OCRC. For Preference B units, the Property Manager will draw from the Waiting List.

The Property Manager will process applications in order received. Certification procedures (review of screening criteria) will be completed for the household and, provided the household is still eligible, shown the unit. If the first household declines the unit, it will be shown to the next eligible household referred from the referring agency. Re-occupancy procedures may include coordination with the Public Housing Authority and CalFHA, when applicable. Applicants with rental subsidies must have approval from the Housing Authority or other subsidy provider prior to move-in.

9.5 CONFIDENTIALITY

The Management Company shall maintain strict confidentiality when determining eligibility or during residency. Income information, programmatic compliance, and other confidential information will only be shared with appropriate agencies after applicant/resident consent is provided.

10 SUPPORTIVE SERVICES & RESIDENTIAL COORDINATION PLAN

The Management Company will collaborate with the resident services staff and Case Managers in an effort to improve the quality of life for residents and promote housing retention. To this end, the Management Company will communicate tenant issues such as late rent payments, behavioral issues, safety issues, etc. to the resident service staff and Case Managers in real-time and through direct written referral, regular meetings (weekly or biweekly or as needed) so that services staff can apply clinical interventions, connect to resources, and/or provide residential support as needed.

This integration between property management and supportive services is a critical component of Century's model for successful community building. The housing provided at Costa Mesa Village addresses the need for service-enriched, affordable housing. The services provided by our lead service provider focus on long-term healing, wellness, and economic independence.

10.1 LEAD SERVICE PROVIDER

The lead supportive service provider in the building will be Century's Oasis Resident Services ("Lead Service Provider"), Century's in-house supportive service provider primarily dedicated to low-income populations, including homeless and at-risk individuals and families.

10.2 IMPLEMENTATION

The Property Management Company and Lead Service Provider will draw from its existing locations in Southern Los Angeles County, including its large operation at the Villages at Cabrillo in West Long Beach, which have the staffing and service infrastructure in place to ensure that this project is successfully implemented.

10.3 HOUSING FIRST PHILOSOPHY

The Management company and Lead Service Provider integrates the Housing First model within its projects, which ensures low barriers for admission and not having preconditions for entry - meaning there are no requirements for sobriety time, for having an income, for service participation/treatment, etc. The Management Company and Lead Service Provider are skilled in engaging residents, to include those who are vulnerable, and ensures comprehensive services are offered so that the model is not "Housing Only". Participation in services is continually offered and abstinence or harm reduction will be encouraged. Appropriate clinical interventions are utilized to address any issues that may jeopardize their housing.

10.4 COMMUNITY COLLABORATION

To ensure community collaboration and access to resources, the Management Company and Lead Service Provider will work with the City of Costa Mesa, the County of Orange, and the OCRC. For the Lead Service Provider, it is not only about asking the community to help, it is about ensuring the Lead Service Provider contributes to the communities in which the agency is located and to the solutions that will address poverty, meet housing needs, and end homelessness. The Lead Service Provider will collaborate with community partners to both engage residents in need of housing provided by this project and leverage resources to provide services.

The Property Manager and Lead Service Provider will collaborate to determine the appropriate schedule of services and activities for resident's needs. While each resident will be encouraged to have a case management plan, HUD rules and Housing First practices prohibit denial of housing to individuals who do not participate in services. The Lead Service Provider and, if applicable, other leveraged staff, will collaborate to offer services and other activities to encourage all to engage in the therapeutic community environment.

If additional support is needed beyond the schedule of the Case Managers, then the Lead Service Provider will provide secondary case management services for emergencies or after-hours issues through the Lead Service Provider on-site or on-call staff. All residents will have a phone number for 24/7 response in case of crisis or decompensation.

10.5 RESIDENT RETENTION

For residents who exhibit behaviors that can jeopardize their housing stability, The Management Company and Lead Service Provider will work collaboratively to support the resident in retaining housing. The Housing Retention Action Plan described above is a tool that sets clear expectations and details the role of each party for addressing lease violations and behavior issues. Furthermore, a tenant-specific Retention Plan outlining the factors jeopardizing housing retention, strengths and resources to support the tenant, and action steps may also be created with the resident.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
SINGLE ROOM OCCUPANCY (SRO) UNITS/ EFFICIENCY UNIT DEVELOPMENTS	500-05	9.1.91 REVISED 08.31.21	1 of 4

BACKGROUND

Title 13 of the Costa Mesa Municipal Code (CMMC) establishes what uses are allowed by right and with conditional use permits in various zones. Single Room Occupancy (SRO) residential hotels/Efficiency Unit Developments are not mentioned in the Code. The City can decide what similar uses can be considered with a conditional use permit in the commercial zones.

PURPOSE

It is the purpose of this policy to:

Allow SRO residential hotels/Efficiency Unit Developments to be considered with a conditional use permit in all commercial zones where hotels are allowed with a conditional use permit.

Establish guidelines to assist the City in the future review of SRO/Efficiency Unit Developments proposals.

Provide the means for establishing housing available to citizens of Costa Mesa within the low and very low income segments of the population recognizing that there is a portion of the labor force within the business community that is these lower income levels. Traditional housing in Costa Mesa is simply not affordable to this segment. SROs/Efficiency Unit Developments should provide a new source of housing for this segment of the employment population of Costa Mesa.

POLICY

1. Process

SRO residential hotels/Efficiency Units may be considered with a conditional use permit in any zone where hotels are allowed.

Proposed SRO/Efficiency Unit Developments will require approval by the Planning Commission and may first require a pre-application screening before Planning Commission to allow initial feedback to be incorporated into the Applicant's submittal.

2. Location

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COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
SINGLE ROOM OCCUPANCY (SRO) UNITS/ EFFICIENCY UNIT DEVELOPMENTS	500-05	9.1.91 REVISED 08.31.21	2 of 4

SRO residential hotels/Efficiency Unit developments shall be located within proximity (1,000 ft.) to transit stops or within proximity to major employment areas. Ideally, SROs/Efficiency Unit developments shall also be located within proximity to grocery stores, retail stores, and services.

3. Room Sizes and Occupancy Limits

The following limits shall apply to new SRO developments.

Minimum size for single occupancy	175 sq.ft.
Minimum size for double occupancy	220 sq.ft.
Maximum size	450 sq.ft.
Maximum percent double occupancy	10%

Average unit size shall not exceed 300 sq.ft. The maximum unit size of 450 sq.ft. should only be considered for conversion projects or SROs designed exclusively for senior citizens.

4. Unit Requirements

Each unit shall have a kitchen or kitchenette and fully enclosed bathroom.

5. Parking

SRO hotels/Efficiency Unit developments shall be parked at 0.5 space per single occupancy guest room. Parking shall increase to a minimum of 0.8 space per unit for single occupancy guest rooms that are larger than the minimum room size standard. Parking shall be further increased to 1 space per unit for any rooms that are at the maximum size limit, unless the units are restricted to senior citizens. Double occupancy units shall have double the parking requirement of single occupancy rooms based on the proceeding formula.

Secure bicycle parking shall also be provided.

6. Management and Security

A complete management plan shall be submitted with each project. The plan shall address day to-day operations and management of the project including: tenant selection and income/rent verification and reporting procedures; property maintenance standards and repairs, property improvements and maintenance schedules; insurance requirements; tenant

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COUNCIL POLICY

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services or amenities; access control and security, and project staffing including a 24-hour live-in manager, desk clerk, security, and janitorial service/maintenance staff. The plan shall discuss both internal and exterior security including controlled entry and exit, guest sign-in and regulations for guests, and video camera monitoring of common use areas including parking and open space.

7. Rental Term

SRO rooms/Efficiency units may be rented on a monthly or annual basis. The SRO room/Efficiency unit shall be the primary residence for the tenant.

8. Rental Rates

All SRO/Efficiency units shall be rented at 50% Area Median Income (AMI) for Orange County or lower (with the exception of the manager's unit). Affordability requirements may be established on a case-by-case basis through the Conditional Use Permit process and as documented in a form approved by the City Attorney. The affordability requirements shall remain in perpetuity.

9. Common Areas

Common areas shall be provided as follows:

400 sq.ft. minimum.

If the project exceeds 30 units, the common areas shall be increased by 10 sq.ft. per unit above 30 units. The common area shall be divided between interior and exterior areas with neither having less than 40% of the total.

10. Storage Areas

Each unit shall be provided with a closet and/or storage area of at least 40 cu.ft. and a locker of at least 10 cu.ft. shall be provided for each unit.

11. Transient Occupancy Tax

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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SROs/Efficiency units processed in accordance with this policy shall be exempt from the City's Transient Occupancy Tax.

12. Laundry Facilities

Laundry facilities (coin operated washers and dryers) shall be provided near the common indoor open space area.

13. Additional Standards

The applicable provisions of the California Construction and Fire Codes as adopted by CMMC Titles 5 and 7 shall apply to SROs/Efficiency units.

PLANNING DIVISION STAFF REPORTAGENDA NO. 6.1.SITE LOCATION 2450 Newport BoulevardAPPLICATION NO. PA-91-102AP # 439-281-48MANDATORY ACTION DATE April 25, 1992APPLICANT Shin Shen Chen
(Owner of Record)AUTHORIZED AGENT Merrill Butler, IIIADDRESS 2450 Newport Boulevard
Costa Mesa, CA 92627ADDRESS 401 Pirate Road
Newport Beach, CA 92663

Applicant is reminded that all ordinances and regulations governing the use of the land or building(s) to which this application pertains must be complied with whether specified herein or not.

PREPARED BY Alice B. Angus
Senior PlannerDATE PREPARED November 25, 1991LAST UPDATE November 25, 1991**REQUEST:**

Conditional Use Permit to convert an existing hotel (The Travelodge) into a 96 room, single-room occupancy (SRO) development.

STAFF RECOMMENDATION:

Approve, subject to conditions.

FINAL COMMISSION ACTION: November 25, 1991

Approved, based on Planning Staff analysis and findings contained in the Planning Division Staff report, subject to conditions.
(4-0, Mr. Palme absent)

APPLICANT NOTIFIED es DATE 12/3/91

CITY OF COSTA MESA, 77 FAIR DRIVE, COSTA MESA, CA 92628-1200 (714) 754-5245



I. DESCRIPTION

A. Subject Property

1. Location - 2450 Newport Boulevard
2. General Plan Designation - Neighborhood Commercial
3. Zone - C2
4. Present Development - Two-story motel (Travelodge)
5. Lot Area - 69,300 sq.ft.
6. CEQA - Exempt

B. Surrounding Property

1. North - commercial, vacuum repair shop and construction contractor's office
2. South - auto repair
3. East - multi-family residential
4. West - Newport Boulevard and Costa Mesa Freeway

C. Request

A Conditional Use Permit (CUP) to convert the existing motel into a Single Room Occupancy residential hotel (SRO).

D. Background

Earlier this year the City Council adopted policy Number 500-5 to guide SRO development. This policy, which is attached, states that SRO projects will be processed as a CUP in zones where hotels are allowed with a CUP.

The policy also encourages potential projects to be reviewed informally by the Planning Commission prior to actual submittal. Accordingly, this project was brought before the Planning Commission at an informal Study Session in October for initial feedback. Subsequent to that meeting, the applicant submitted the application for this CUP.

In addition, the applicant has submitted requests for funding assistance to the Orange County Housing Authority and requested City approval to seek tax-exempt mortgage revenue bonds to finance the purchase and conversion of the project. The City Council did adopt an Inducement Resolution on November 4th to consider bond financing. Further action on the project's financing is pending the outcome of the project's review (this CUP).

Although this project is being processed as a CUP, it is unique in that it is the first SRO development to be considered by the City. To guide the review of this development is Policy 500-5. As a policy, the parameters given are not absolutes, but rather general guidelines against which to review specific projects. As such, if the project does not "meet" a particular parameter, a variance is not required. The reason the City adopted the SRO parameters as a policy instead of an ordinance was to allow flexibility to account for both conversion projects and possible new construction.

II. PROJECT DESCRIPTION

The applicant is requesting to convert the existing Travelodge motel built in 1985 to a 96 unit SRO. As part of this project, the applicant wants to convert some of the existing parking spaces into a common open space area for use by the tenants.

III. PLANNING STAFF ANALYSIS

The following analyzes how the proposal compares with the City's SRO Policy.

1. Process. The site is zoned C2, developed with an existing hotel and has a Neighborhood Commercial General Plan designation. The Policy states that SRO should be located in General Commercial or Commercial Center designations. This commercial area along Newport Boulevard is intended to be changed to General Commercial in the 1990 General Plan, although the Planning Commission has recommended that it remain Neighborhood Commercial.

During the public hearing on the SRO Policy, the City Council was alerted to the fact that the City may receive applications for SRO development along this segment of Newport Boulevard which is currently designated Neighborhood Commercial. While the Council did not change the Policy to include reference to this particular area of the City, the Council did indicate that this area is as appropriate for SRO development as other areas designated General Commercial.

2. Location. The nearest bus lines are on Orange Avenue and Del Mar Avenue. While not within 1,000 feet, they do seem within a reasonable walking distance. The two bus lines both run through-out the day with good service during the morning and evening peak hours. The Orange Avenue route extends south to Newport Beach and

north by South Coast Town Center, up Main Street past Main Place and further north to the Mall of Orange. The Del Mar Avenue route extends east through the airport area to Irvine Valley College and west by Orange Coast College then along Adams to Huntington Beach. From this route connections can be made at Adams and Harbor to continue either north or southbound. A current schedule for both bus lines is attached.

While Newport Boulevard is not a major employment area, there are an array of commercial businesses to the north and south of the site, with a convenience market to the south (within 1,000 ft.) at the corner of Wilson and Newport. The attached map indicates various retail and service uses located within proximity to the proposed project.

3. Room Sizes and Occupancy Limits. The existing units (even when divided to eliminate existing suites) have an average size of 340 sq.ft., slightly in excess of the recommended 300 sq.ft. average. The proposal consists of 96 SRO units: 95 "studios" and 1 one-bedroom unit. The applicant is proposing that all of the units be reserved for single occupancy but this may change as the applicant works through the funding process.
4. Unit Requirements. Each unit is currently furnished with bed(s) chairs, table(s), night stands, television, and telephone. The applicant plans to retrofit kitchenettes into the existing sink/closet alcoves. The bathrooms would remain intact. The kitchenette design is still being worked out. At a minimum, the kitchenette will include a sink with garbage disposal, a refrigerator, a microwave oven and cabinets.
5. Parking. There are 94 existing parking spaces on-site. The applicant plans to reduce the number of parking spaces to accommodate a larger outdoor landscape/recreation area adjacent to the pool. Depending on the number of double occupancy units proposed, the parking based on the Policy parameters should be as follows:

no double occupancy = 79 parking spaces
10% (9 units) double occupancy = 86 spaces
20% (19 units) double occupancy = 94 spaces

The current plan allows for 85 on-site parking spaces. This parking would adequately provide parking if all of the units are designated as single person occupancy.

Staff has researched parking standards and studies regarding SRO parking and low income residential parking. In San Diego, the standard requirement is 0.2 space per SRO unit. Actual parking at SROs that Staff contacted ranged from a low of 3% of occupants having automobiles to a high of 33%. According to Myles Pomeroy with the City of San Diego, a study of low income residents revealed the average automobile ownership among this income group was .6 autos per unit (non-SRO).

Bicycle parking has not been designated, but the applicant has indicated that it could be provided within the secured parking area adjacent to the lobby.

6. Management and Security. The applicant is working in conjunction with a non-profit corporation to develop a complete management plan. The applicant does have plans to secure the parking lot entry through a code activated gate and to restrict pedestrian access through the front lobby area. The site is already equipped with exterior video cameras and monitors in the lobby area.

The applicant has also indicated a willingness to install wrought iron on top of the existing block wall that surrounds the site.

The draft Management Plan details operational characteristics of the SRO development.

7. Rental Term. The applicant is proposing all monthly rentals to qualify for low interest housing loans.
8. Rental Rates. The City's Policy would equate to 48 units (50%) affordable to low income tenants (\$665/month maximum), 24 units (25%) affordable to very low income tenants (\$456/month maximum), and 24 units (25%) affordable to the low end of very low income tenants (\$304/month maximum). The applicant is investigating various financing options and rental rate scenarios, including keeping a minimum number of units affordable to minimum wage workers. The latest rental rate scenario submitted by the applicant is as follows: 78 units (81.25%) affordable to very low income tenants (\$456/month), and 18 units (18.75%) affordable to minimum wage earners at \$250/month.

Staff is concerned about the amount of security deposit that may also be charged to new tenants, the draft

management plan states that a "full security deposit is also payable at the signing of the lease". Staff believes that although the City's policy does not address limits on the amount of this deposit, it may be justified to do so to ensure affordability for future tenants.

9. Common Areas. The common area standard for this size of project would be approximately 1,060 sq.ft. divided between interior and exterior, with neither having less than 420 sq.ft.

The existing exterior pool area is approximately 2,000 sq.ft. The applicant intends to remodel the lobby area to serve as the interior common area, the open lobby area is currently approximately 700 sq.ft. As stated in the parking section, the applicant also proposes to remove some of the parking and replace it with landscaping, picnic tables, chairs, and bar-b-ques. Based on the current plan this area would add approximately 3,400 sq.ft. of outdoor recreation area.

10. Storage Areas. The applicant is proposing to build-in closet storage areas within the existing sink/alcove areas. The issue of lockers has not been addressed yet.
11. Laundry Facilities. The hotel has a large laundry facility as well as coin operated laundry room. The applicant is proposing to retain both of these services.

CONCLUSIONS

The proposed SRO conversion meets most of the policy guidelines of the City. In the cases where there is some deviation, it seems justified by the particulars of the project, i.e. since it is an existing, fairly new hotel that is being converted. Some of the details have not yet been worked out and some of the proposals may change due to funding qualification requirements. Therefore, conditions have been worded to allow for some fine tuning of the project.

IV. PLANNING STAFF FINDINGS

- A. The information presented substantially complies with Costa Mesa Municipal Code Section 13-347 in that the proposed conversion of the existing motel into a Single Room Occupancy residential hotel (SRO) is

substantially compatible with developments in the same general area; granting of the Conditional Use Permit will not be detrimental to the health, safety and general welfare of the public or other properties or improvements within the immediate vicinity; and granting of the Conditional Use Permit will not allow a use, density or intensity which is not in accordance with the General Plan designation for the property.

- B. As required by Article 22-1/2, Transportation Systems Management of the City of Costa Mesa Municipal Code, pay applicable traffic impact fees identified for the Traffic Analysis Zone the project is located in prior to issuance of building permits.

V. PLANNING STAFF RECOMMENDATION

Approve, subject to conditions.

V. CONDITIONS, IF APPROVED

Shall meet all requirements of the various City Departments, copy attached hereto.

CONDITIONS OF APPROVAL

- Plng. 1. The Conditional Use Permit herein approved shall be valid until revoked, but shall expire upon discontinuance of the activity authorized hereby for a period of 180 days or more. The Conditional Use Permit may be referred to the Planning Commission for modification or revocation at any time if the Conditions of Approval have not been complied with, if the use is being operated in violation of applicable laws or ordinances, or if, in the opinion of the Development Services Director or his designee, any of the findings upon which the approval was based are no longer applicable.
2. A copy of the conditions of approval for the Conditional Use Permit must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land.
3. Decorative wrought iron shall be added to the top of the existing perimeter block wall, under the direction of the Planning Division.
4. Securable bicycle storage shall be provided under the direction of the Planning Division.
5. Linens and regular laundry service for the room linens shall be provided at no additional charge to the tenants. Coin-operated washers and dryers shall be provided for tenant use.
6. Tenant income shall be limited to low and/or very low income levels with rental rates tied to these income levels. Any change in the proposed rental rate structure of 18 units affordable to minimum wage earners, and 78 units affordable to very low income wage earners shall require approval by the Planning Division. If any change would not comply with the Council Policy No. 500-5, such change shall be referred back to the Planning Commission for review and approval.
7. Security deposits shall be limited to one-half the first month's rent unless a higher limit is approved by the Planning Division.
8. The draft Management Plan shall govern the operation of the SRO. Any modification to the Management Plan shall require review by the Planning Division. If any change would not comply with Council Policy No. 500-5, such change shall be referred back to the Planning Commission for review and approval.
9. The Planning Division shall be provided with the name, address, and telephone numbers for contact persons of

- the management company and of any change made in the management company.
10. During the first year of operation, quarterly reports (due March 1st, June 1st, September 1st and December 1st) shall be submitted to the Planning Division pertaining to the level of occupancy, certification of tenant income and rental rates charged, automobile ownership of tenants, and job locations of tenants. Thereafter, such report shall be submitted on an annual basis, due each March 1st.
 11. Securable lockers or similar storage exterior to the tenants rooms shall be provided under the direction of the Planning Division.
 12. All units shall be single occupancy. Any proposed change to double occupancy shall be reviewed by the Planning Division. Any proposed change that would not comply with Council Policy No. 500-5 relative to either double occupancy limits or parking requirements based on occupancy shall be referred back to the Planning Commission for review and approval.
 13. The project shall conform with sections 4 - Unit Requirements and 7 - Rental Term of Council Policy No. 500-5.

ORDINANCE AND/OR CODE PROVISIONS

- Plng. 1. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final occupancy and utility releases will not be granted, and final inspections will not be granted until all such licenses have been obtained.
2. Parking stalls shall be double-striped in accordance with City standards.
 3. Two (2) sets of detailed landscape/irrigation plans per the requirements set forth in Costa Mesa Municipal Code Sections 13-263 through 13-266, shall be submitted for review and approval by the Planning Division prior to issuance of any building permits. The two approved sets shall be attached to the two final building plan sets. Drought resistant vegetation together with a water conserving irrigation system shall be utilized. Landscaping shall be installed in accordance with the approved plan prior to release of utilities.
 4. All landscaped areas shall be separated from paved vehicular areas by 6" high continuous Portland cement concrete curbing.
 5. Permits shall be obtained for all signs, including banners and other special event signing, according to the provisions of the Costa Mesa Sign Ordinance.
 6. The paving under required covered parking spaces shall

- be portland cement concrete (PCC).
- Bldg. 7. Concrete wheel stops shall be installed 2' from the front edge of open parking spaces.
- Fire 8. Comply with the requirements of the Uniform Building Code as to design and construction.
9. Provide fire extinguishers with a minimum rating of 2A to be located within 75 feet of travel distance from all areas. Extinguishers may be of a type rated 2A,10BC as these extinguishers are suitable for all types of fires and are less expensive.
10. Provide approved smoke detectors to be installed in accordance with the 1988 Edition of the Uniform Fire Code.
11. Provide an automatic fire sprinkler system per Orange County SRO Housing Development Guide.
12. Provide 12" address numerals which conform to Fire Department standards with respect to size.
13. Provide a fire alarm system per Uniform Fire Code, 1985 Edition.

SPECIAL DISTRICT REQUIREMENTS

The requirement of the following special district is hereby forwarded to the applicant:

- Sani. 1. Developer to contact the Costa Mesa Sanitary District at (714) 631-1731 for current District requirements.

ABA (pa91102) sro

Condition #5 requires the provision of linens and laundry service as part of the basic rent. The developer has requested and Staff concurs that the laundry service may not be necessary or desired by all tenants. The financial consultant and the County believe that this service should qualify as an added cost rather than being included within the base rent.

The following changes to Planning Conditions of Approval #5 and #6 are recommended to facilitate the public participation in funding of this project. Additional text is in italics and deleted text is shown with strike-outs.

- * 5. ~~Linens and regular laundry service for the room linens~~ shall be provided at no additional charge to the tenants. *Regular laundry service for the room linens shall be available to tenants at a reasonable additional charge. This service schedule and charge shall be approved by the Planning Division.* Coin-operated washers and dryers shall be provided for tenant use.
- * 6. Tenant income shall be limited to low and/or very low income levels with rental rates tied to ~~these income levels the very low income level.~~ *Any change in the proposed rental rate structure of 18 units affordable to minimum wage earners, and 78 units affordable to very low income wage earners shall require approval by the Planning Division.* The maximum rental rate would be 30% of 50% of the Orange County median income as published by HUD and adjusted for single person household size. If any change would not comply with either the Council Policy No. 500-5 or this condition, such change shall be referred back to the Planning Commission for review and approval.

ABA(PA91102A.CND)

Attachment: PA-91-102 Staff Report

cc: Deputy City Mgr. - Dev. Services
Assistant City Attorney
Assistant City Engineer (2)
Fire Protection Analyst
Staff (4)
File (2)

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