



## City of Costa Mesa

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

#### Agenda

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**Tuesday, March 1, 2022**

**6:00 PM**

**City Council Chambers  
77 Fair Drive**

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

**6:00 P.M. Closed Session will be opened, then recessed to after the conclusion of the public meeting.**

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: If you are not fully vaccinated you are required to wear a mask while indoors at City Hall or the Council 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](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:

Please click the link below to join the webinar:

<https://zoom.us/j/98376390419?pwd=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

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

Enter Webinar ID: 983 7639 0419/ Password: 905283

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

Participate via telephone:

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

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

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

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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](mailto: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](mailto: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](mailto:cityclerk@costamesaca.gov).

**6:00 P.M. Closed Session will be opened, then recessed to after the conclusion of the public meeting.**

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 – 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.

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

**MARCH 1, 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.]

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS:**

1. [Recognition of Costa Mesa Fire Captain Mike Kreza Memorial 22-587 Highway](#)
2. [Proclamation: Women's History Month.](#) [22-585](#)  
**Attachments:** [Proclamation: Women's History Month.](#)

3. [Proclamation: 80th Year Day of Remembrance of Japanese Internment Camps.](#)

**Attachments:** [Proclamation: 80th Year Day of Remembrance of Japanese Internment Camps.](#)

4. [Orange County Housing Finance Trust Update](#) [22-588](#)

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

**REPORT – CITY MANAGER**

**REPORT – CITY ATTORNEY**

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**CONSENT CALENDAR (Items 1-4)**

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 21-577 OF ALL ORDINANCES AND RESOLUTIONS\*\*](#)

RECOMMENDATION:

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

2. [\*\*ADOPTION OF WARRANT RESOLUTION\*\*](#) [\*\*21-582\*\*](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2675

**Attachments:** [Summary Check Registrar week of 2.7.22](#)  
[Summary Check Register week of 2.14.22](#)

3. [\*\*MINUTES\*\*](#) [\*\*21-581\*\*](#)

RECOMMENDATION:

City Council approve the Minutes of the Regular meeting of February 15, 2022.

**Attachments:** [02-15-2022 Minutes](#)

4. [\*\*DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN 21-510 CALIFORNIA ASSOCIATION OF GOVERNMENTS \(SCAG\) 2022 REGIONAL CONFERENCE AND GENERAL ASSEMBLY\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

Designate Council Member Arlis Reynolds as the delegate for the upcoming 2022 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.

**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. [\*\*FOURTH PUBLIC HEARING REGARDING THE REDISTRICTING 21-575  
PROCESS AND FIRST READING AND INTRODUCTION OF AN  
ORDINANCE TO ADOPT A COUNCIL DISTRICT MAP\*\*](#)

**RECOMMENDATION:**

Staff recommends the City Council:

1. Conduct the fourth public hearing to receive additional public input on district boundaries and draft map.
2. Introduce for first reading Ordinance No. 2022-xx, to adopt a Council District Map.
3. Schedule March 15, 2022 for the second reading and adoption of Ordinance No. 2022-xx.

**Attachments:** [1. Ordinance No. 2022-xx](#)  
[2. Council District Map](#)  
[3. Summary Report](#)

**OLD BUSINESS:**

NONE.

**NEW BUSINESS:**

1. [\*\*INTERIM LEASE AGREEMENT FOR THE TEMPORARY OPERATION 22-583 OF THE COSTA MESA TENNIS CENTER\*\*](#)

**RECOMMENDATION:**

Staff recommends that City Council approve the Assignment and Assumption of the Costa Mesa Tennis Center's Lease Agreement for the temporary operation of the center to Top Seed Tennis Academy, Inc., effective March 1, 2022 for a period of four months.

**Attachments:** [1. Lease Agreement Hank Lloyd's Orange County Tennis date February 9, 1998](#)  
[2. Amendment 1 dated April 19, 2005](#)  
[3. Amendment 2 dated May 10, 2010](#)  
[4. Assignment and Assumption of Lease for Top Seed Tennis Academy, Inc.](#)

2. [ACCEPTANCE OF OCTA GRANT AND AWARD OF CONTRACT FOR 21-517  
BAKER-PLACENTIA-VICTORIA-19TH STREET REGIONAL TRAFFIC  
SIGNAL SYNCHRONIZATION PROJECT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept OCTA competitive grant award of \$1.77 million and 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), including a local match requirement of \$443,000, 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. Baker Placentia Victoria 19th TSSP Project as per City ATP  
Plans](#)  
[3. Project Corridor](#)

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

**ADJOURNMENT**



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-587

**Meeting Date:** 3/1/2022

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**TITLE:**

Recognition of Costa Mesa Fire Captain Mike Kreza Memorial Highway

**DEPARTMENT:** Fire Department



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-585

**Meeting Date:** 3/1/2022

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**TITLE:**

Proclamation: Women's History Month.

**DEPARTMENT:** City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS,** American women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**WHEREAS,** American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**WHEREAS,** American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

**WHEREAS,** American women were essential in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

**WHEREAS,** American women of every race, class, and ethnic background served as early leaders in the forefront of every significant progressive social change movement; and

**WHEREAS,** American women have served our country courageously in the military;

**WHEREAS,** American women have been leaders, not only in securing their rights of voting and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**WHEREAS,** despite these contributions, the role of American women in history has been consistently overlooked and undervalued in the literature, teaching, and study of American history:

**WHEREAS,** the National Women's History Alliance designates a yearly theme for Women's History Month; the theme for 2022 is "Providing Healing, Promoting Hope;" and



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS**, this year's theme, is a tribute to the ceaseless work of caregivers and frontline workers during the COVID-19 pandemic and to recognize the thousands of ways that women of all cultures have provided both healing and hope throughout history; and

**NOW, THEREFORE**, I, John B. Stephen, Mayor of the City of Costa Mesa, do hereby proclaim the month of March 2022 as **Women's History Month** and call upon all Costa Mesa residents to observe this month and pay tribute to the women who enrich our society through civic action and dedication to community, innovation, peace, and prosperity.

**DATED** this first day of March 2022.



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John B. Stephens, Mayor of City of Costa Mesa



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-584

**Meeting Date:** 3/1/2022

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**TITLE:**

Proclamation: 80<sup>th</sup> Year Day of Remembrance of Japanese Internment Camps.

**DEPARTMENT:** City Manager's Office



# CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS**, this year marks the 80th anniversary of the authorized forced evacuation and incarceration of thousands of loyal United States citizens because of their Japanese ancestry; and

**WHEREAS**, for over two and a half years, the U.S. government removed Japanese Americans from their homes on the West Coast – without a trial or due process – forcing them into internment camps in unfamiliar lands; and

**WHEREAS**, uprooted from their lives and livelihoods, they endured miserable conditions and treatment by military guards; and

**WHEREAS**, despite these experiences, thousands of young Japanese-American men enlisted in the U.S. armed forces, bravely fighting to defend the nation that was abridging their freedoms at home; and

**WHEREAS**, we honor their sacrifice, as well as the resilience that made it possible for thousands of Japanese-American families to reclaim and rebuild their lives after the war; and

**WHEREAS**, a decision motivated by discrimination and xenophobia, the internment of Japanese Americans was a betrayal of our most sacred values as a nation that we must never repeat; and

**WHEREAS**, this stain on our history should remind us to always stand up for our fellow Americans, regardless of their national origin or immigration status, and protect the civil rights and liberties that we hold dear; and

**NOW, THEREFORE**, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim February 19, 2022, as “**A Day of Remembrance of Japanese Internment Camps**” and call upon all Costa Mesa residents to commemorate this injustice against civil liberties and commit to eradicating systemic racism to heal generational trauma in our communities.

**DATED** this first day of March 2022.



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John B. Stephens, Mayor of the City of Costa Mesa



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-588

**Meeting Date:** 3/1/2022

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**TITLE:**

Orange County Housing Finance Trust Update

**DEPARTMENT:** City Manager's Office



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-577

**Meeting Date:** 3/1/2022

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**TITLE:**

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

**RECOMMENDATION:**

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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-582

**Meeting Date:** 3/1/2022

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**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. 2675

**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 22-04 on cycle for \$2,669,907.54 and  
City operating expenses for \$3,174,710.40

Bank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236111	02/10/22	P	Buchalter A Professional Corporation	0000028918	100,718.99
Line Description:			Socal Recovery-Dec 21		
			National Therapeutic Svc-Dec21		
			Casa Capri Recovery-Dec 21		
<b>TOTAL</b>					<b>\$100,718.99</b>

100,718.99 +  
1,107.42 +  
19,517.64 +  
936,011.16 +  
0. +  
1,057,355.21 \*

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236107	02/04/22	P	CalPERS Long-Term Care Program	0000006287	147.42
			Line Description: Payroll Deduction Check 2203		
0236108	02/04/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Check 2203		
0236109	02/04/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Check 2203		
0236110	02/04/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Check 2203		
TOTAL					\$1,107.42

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012984	02/04/22	P	Costa Mesa Employees Association	0000006284	3,042.36
			Line Description: Payroll Deduction Check 2203		
012985	02/04/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction Check 2203		
012986	02/04/22	P	Costa Mesa Firefighters Association	0000001812	8,013.83
			Line Description: Payroll Deduction Check 2203.		
012987	02/04/22	P	Costa Mesa Police Association	0000001819	7,140.00
			Line Description: Payroll Deduction Check 2203		
012988	02/04/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			Line Description: Payroll Deduction Check 2203		
012989	02/04/22	P	Irma Garcia	0000024433	63.39
			Line Description: Business Mtng-11/19/21		
012990	02/04/22	P	Joshua Swisher	0000029520	814.00
			Line Description: Human Law Enforcemnt Academy		
012991	02/04/22	P	Mario Garcia	0000008746	144.06
			Line Description: Sherman Block SLI#4-MG		
TOTAL					\$19,517.64

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236112	02/11/22	P	Allied Universal Security Services	0000029524	136,420.88
			Line Description: Jail Svs-Nov 2021 Jail Svs-Dec 2021		
0236113	02/11/22	P	County of Orange	0000007209	48,661.00
			Line Description: 800 MhZ Fee - 1/1-3/31/2022		
0236114	02/11/22	P	Jones & Mayer	0000014653	147,157.28
			Line Description: #107593-440 Fair/1179 NP #107518-1269 & 1273 Baker #107520-1858 Newport Blvd #107553-Housing/CM Village #107553-Housing/Sr Housing #107555-Huntington Glazing #107556-Insight Psychology #107562-Northbound Treatment #107557-IT #107581-Sui #107541-Cruz #107526-Adams #107543-Delhi #107547-Dunne #107552-Hauck #107528-Armand #107546-Duncan #107558-Lawson #107565-Opioid #107582-Valdez 3107559-Leaman #107529-Bernede #107536-Clifton #107548-Finance #107550-Gardner #107560-Maehara 3107531-Carrera #107538-Corrales		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:	#107540-COVID 19
	#107575-Schaefer
	#107576-Shalhoub
	#107583-West End
	#107527-Admin Svs
	#107545-Donaldson
	#107549-Fire Dept
	#107577-Sharpnack
	#107525-840 Center
	#107530-Casa Capri
	#107533-City Clerk
	#107561-NMUSD CEQA
	#107563-Ohio House
	#107571-Public Svs
	#107519-153 Del Mar
	#107523-227 Mesa Dr
	#107524-544 Bernard
	#107569-Police Dept
	#107585-Yellowstone
	#107521-1963 Wallace
	#107522-2104 Wallace
	#107535-City Manager
	#107539-City Council
	#107584-Windward Way
	#107572-RD X Catalyst
	#107573-Redhill Lokat
	#107534-City Clerk PRR
	#107553-Housing Matter
	#107554-Human Resource
	#1075568-Planning Comm
	#107564-One Metro West
	#107578-Socal Recovery
	#107579-Socal Recovery
	1#107532-City Attorney
	#107542-Dalessio Invest
	#107544-Development Svs
	#107570-Police/440 Fair
	#107574-Risk Management
	#107537-Code Enforcement

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: #107551-H3 Ministres App #107566-Parks & Comm Svs		
0236115	02/11/22	P	LINA	0000015623	26,392.22
			Line Description: Cigna LTD Admin Fee-Dec 21 LTD Prem - Jan 2022 Retiree Life-Jan 2022 Life/AD&D Prem-Jan 2022 Voluntary Life-Jan 2022		
0236116	02/11/22	P	National Auto Fleet Group	0000021631	59,567.44
			Line Description: Replacement Unit - 728		
0236117	02/11/22	P	PTM General Engineering Services Inc	0000020179	101,956.32
			Line Description: Retention Payable #370054 Traffic Signal #21-01/370054		
0236118	02/11/22	P	Pinnacle Petroleum, Inc	0000029315	34,231.90
			Line Description: PD Unleaded Fuel Unleaded Fuel-PD		
0236119	02/11/22	P	SC Commercial LLC	0000026844	16,716.83
			Line Description: Lubricants & Supplies		
0236120	02/11/22	P	Sagecrest Planning & Environmental	0000025748	56,360.00
			Line Description: Zakavand - Jan 2022 Halligan - Jan 2022 Blumenthal - Dec 2021 Blumenthal - Jan 2022 Planner - S Zakavand-Dec 2021 Halligan - Dec 2021		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236121	02/11/22	P	Southern California Edison Company	0000004088	17,146.68
<i>Line Description:</i>					
867 Prospect 11/22-12/23					
867 Prospect 12/22-1/23/22					
2704 Harbor 11/21-12/21					
2704 Harbor 12/21-1/21/22					
FS #1 12/21-1/21/22					
FS #1 11/21-12/21/21					
3460 Smalley 1/3-1/31/22					
3460 Smalley 12/3-1/2/22					
DRC 12/30-1/30/22					
402 Victoria 12/30-1/30					
702 Victoria 11/30-12/29					
402 1/2 Victoria 12/30-1/30					
3120 Manistree 11/22-12/23					
3120 Manistree 12/22-1/23/22					
3129 Harbor 1/3-1/31/22					
Sunflower/Plaza 1/1-1/31/22					
19th/NPT 1/1-1/31/22					
Baker/Royal Palm 1/1-1/31					
3349 Sakioka 12827-1/25					
3351 Sakioka 12827-1/25					
SD Fry On/Off 1/1-1/31					
Joann Bike Trial 1/1-1/31/22					
Nprt Fwy/Baker 1/1-1/31/22					
2301 Harbor 12/23-1/24/22					
2301 Harbor 11/23-12/22/21					
2948 Bristol 12/16-1/17/22					
2948 Bristol 11/16-12/16/21					
1952 Newport 12/28-1/26/22					
1845 Park 12/29-1/27/22					
Sr Cntr 12/29-1/27/22					
Davis Field 12/29-1/27/22					
Davis Field 11/29-12/28/21					
348 E 17th 12/27-1/25/22					
410 Merrimac 12/13-1/11/22					
308 University 12/14-1/12/22					
308 University 11/14-12/13/21					
360 Ogle 12/13-1/11/22					

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			1256 Adams 12/13-1/11/22		
			410 Merrimac 12/13-1/11/22		
			3191 Redhill 12/10-1/10/22		
			1587 Sunflower 12/9-1/9/22		
			3190 Redhill 12/10-1/10/21		
			152 Baker 12/10-1/10/22		
			1050 Arlington 12/10-1/10/22		
			350 Bristol 12/10-1/10/22		
			980 Arlington C 12/10-1/10/22		
			980 Arlington 12/10-1/10/22		
			1050 Arlington 12/10-1/10/22		
			782 Shalimar 12/9-1/9/22		
			1071 Arlington 12/10-1/10/22		
			Median 12/7-1/5/22		
			Mediam 11/6-12/7/21		
			1040 Paularino 12/17-1/16/22		
			2612 Harbor 12/16-1/17/22		
			1401 Broadway 1/16-12/15/21		
			1401 Broadway 12/16-1/17/22		
			2944 Bristol 11/16-12/17		
			199 Broadway 11/16-12/18		
			199 Broadway 12/16-1/17/22		
			2783 Bristol 12/17-1/18/22		
			2783 Bristol 11/17-12/18/21		
			1071 Bristol 12/18-1/19/22		
			2917-3171 Redhill 11/10-12/10		
			2917-3171 Redhill 12/10-1/10		
0236124	02/11/22	P	Urban Professional Builders Inc	0000029414	82,507.50
<i>Line Description:</i>					
			FS #3 ImprvProj #21-06/200045		
			FS #3 ImprvProj #21-06/210004		
			RetentionPayable#200045/210004		
0236125	02/11/22	P	West Coast Arborists Inc	0000004498	73,145.55
<i>Line Description:</i>					
			Tree Removal - Proj #20-07		
			Tree Maint-12/1-12/15/21		
			Tree Maint - 12/16-12/31/21		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236126	02/11/22	P	Wittman Enterprises LLC	0000026639	36,246.00
			Line Description: Ambulance Svc - Dec 2021 Ambulance Svc - Jan 2022		
0236127	02/11/22	P	AGA Engineers Inc	0000028838	3,330.00
			Line Description: Bear St TSSP-Dec 21		
0236128	02/11/22	P	AT & T Mobility	0000001107	90.86
			Line Description: Comm Phone 12/12/21-1/11/22		
0236129	02/11/22	P	All City Management Services Inc	0000009480	5,269.41
			Line Description: Shool Crsng Guard 12/26-1/8/22		
0236130	02/11/22	P	CAPF	0000004755	2,360.00
			Line Description: Firefighter LTD-Feb 2022		
0236131	02/11/22	P	CBE	0000015149	929.81
			Line Description: Copier Maint 12/5/21-1/4/22 Copier Maint 11/5-12/4/21 Copier Maint 11/5-12/4/21 Copier Maint 11/5-12/4/21 Copier Maint 12/5/21-1/4/22		
0236132	02/11/22	P	CDW Government Inc	0000005402	1,874.92
			Line Description: SALES TAX (7.75%) SALES TAX (7.75%) HPE ARUBA SONICWALL TZ 350 SECURITY		
0236133	02/11/22	P	CLEA	0000004754	2,964.50

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Police Officer LTD-Feb 22		
0236134	02/11/22	P	Canon Financial Services Inc	0000023241	171.42
			<i>Line Description:</i> Copier Lease 12/20/21-1/19/22		
0236135	02/11/22	P	Community SeniorServ	0000018540	3,750.00
			<i>Line Description:</i> 2nd Qtr 2021-22 CDBG Grant		
0236136	02/11/22	P	Employment Development Department	0000001543	4,890.91
			<i>Line Description:</i> Unemployment Oct-Dec 21		
0236137	02/11/22	P	Factory Motor Parts Co	0000019977	1,489.59
			<i>Line Description:</i> Batteries Batteries Stock		
0236138	02/11/22	P	Families Forward Inc	0000024105	3,357.00
			<i>Line Description:</i> 1st Qtr 2021-22 CDBG Grant		
0236139	02/11/22	P	Irvine Ranch Water District	0000005112	436.53
			<i>Line Description:</i> 258 Brentwood 12/8-1/12/22 261 Monte Vista 12/8-1/12 2603 Elden 12/8-1/12 170 Del Mar 12/8-1/12 220 23rd 12/8-1/12 106 Del Mar 12/8-1/12 308 University 12/8-1/13		
0236140	02/11/22	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,689.00
			<i>Line Description:</i> On-Call Svcs - 2021-2022		
0236141	02/11/22	P	Loomis	0000019082	320.40

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> ARMORED CAR SVC-1/5-1/22/22		
0236142	02/11/22	P	Mesa Art & Framing	0000002944	1,023.63
			<i>Line Description:</i> SALES TAX (7.75%) UTILITY BOX WRAPPING		
0236143	02/11/22	P	MetLife Legal Plans Inc	0000014707	2,574.00
			<i>Line Description:</i> Pre-Paid Legal Prem-Jan 2022		
0236144	02/11/22	P	Mike Linares Inc	0000002969	7,353.50
			<i>Line Description:</i> CDBG HOME/CV- July 2021		
0236145	02/11/22	P	Napa Auto & Truck Parts	0000012968	3,744.44
			<i>Line Description:</i> Auto Parts Warehouse Stock		
0236146	02/11/22	P	National Data & Surveying Services	0000021249	225.00
			<i>Line Description:</i> ADT/Speed - Various Locations		
0236147	02/11/22	P	National Safety Compliance Inc	0000020714	739.70
			<i>Line Description:</i> DOT Random Drug Testing Progra		
0236148	02/11/22	P	Office Depot	0000003394	5,185.72
			<i>Line Description:</i> Office Supplies-PD Ops Office Supplies-PD Investigati Office Supplies-Comm Improveme Office Supplies-Senior Center Office Supplies-Pub Svc Admin Office Supplies-Finance Admin Office Supplies-Admin Svc/Rec Office Supplies-City Manager Office Supplies-PD Training		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Office Supplies-Engineering Office Supplies-PD/CSI Office Supplies-CM/Comm Office Supplies-PD Admin Office Supplies-Pub Svcs Office Supplies-Telecomm Office Supplies-PD Patrol Office Supplies-City Clerk Office Supplies-Fire Admin Office Supplies-PD Records Office Supplies-PD/Traffic		
0236149	02/11/22	P	Paraclete K9	0000026792	600.00
			<i>Line Description:</i> E Collar Course POST Training		
0236150	02/11/22	P	Post Alarm Systems Inc	0000026907	727.65
			<i>Line Description:</i> Airway Shelter - July 2021 Airway Shelter - Oct 2021 Airway Alarm - Sept 2021 Airway Shelter - Jan 2022 Airway Shelter - Feb 2022 Airway Shelter - Aug 2021 Airway Shelter - Dec 2021		
0236151	02/11/22	P	SoftwareONE Inc	0000024168	5,175.90
			<i>Line Description:</i> ESET SECURE BUSINESS LICENSE R		
0236152	02/11/22	P	South Coast Air Quality Mgmt District	0000003939	178.24
			<i>Line Description:</i> FY21/22 Emission Late Fees		
0236153	02/11/22	P	Southern California Edison Company	0000004088	1,926.36
			<i>Line Description:</i> Permit TD1759042- Proj#21-07		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236154	02/11/22	P	Southern California Gas Company	0000004092	14,609.98
			<i>Line Description:</i> 3175 Airway 12/13-1/12/22 FS #1 12/28/21-1/27/22 BCC 12/26/21-1/27/22 717 James St 12/22-1/24/22 NCC 12/22-1/24/22 721 James St 12/21-1/23/22 FS #5 12/23-1/25/22 Telecomm 12/23-1/25/22 FS #4 12/23/21-1/25/22 PD 12/23-1/25/22 2300 Placentia #2 12/23-1/25 2310 Placentia 12/23-1/25/22 567 W 18th 12/22-1/24/22 FS #2 12/27-1/26/22 FS #6 12/30-1/31/22 Historical Soc 12/22-1/24/22 DRC Pool 12/22-1/24/22 FS #3 12/22-1/24/22 Sr Cntr 12/22-1/24/22 DRC 12/22-1/24/22		
0236155	02/11/22	P	Spok Inc	0000023059	204.48
			<i>Line Description:</i> Pagers - Jan-Feb 2022		
0236156	02/11/22	P	Staples Advantage	0000024532	11,154.44
			<i>Line Description:</i> Supplies - IT Supplies - Balearic Center Supplies-Pub Svcs Admin Supplies - Dev Services Supplies - Human Resources Supplies-Dev Services Supplies-Engineering Supplies-PD Records Supplies-City Clerk Supplies-PD Comm		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Supplies-Finance Admin		
0236157	02/11/22	P	State of California Dept of Justice	0000001534	245.00
			<i>Line Description:</i> Livescan- Jan 2022		
0236158	02/11/22	P	Stericycle Inc	0000005564	0.09
			<i>Line Description:</i> January 2022		
			Jan 2022		
			February 2022		
0236159	02/11/22	P	Turnout Maintenance Company LLC	0000020182	602.33
			<i>Line Description:</i> Turnout Cleaning		
			Turnout Cleaning		
0236160	02/11/22	P	Verizon Wireless	0000008717	4,912.45
			<i>Line Description:</i> PD Phone Svc - 12/16-1/15/22		
			FD Phone Svc-12/18-1/17/22		
			FI Phone Svc - 12/18-1/17/22		
0236161	02/11/22	P	Verizon Wireless	0000008717	814.22
			<i>Line Description:</i> Broadband - thru Dec 2021		
0236162	02/11/22	P	VincentBenjamin	0000024972	1,152.32
			<i>Line Description:</i> Payroll - J Puente 1/31-2/6/22		
0236163	02/11/22	P	Vortex Industries Inc	0000004437	1,679.11
			<i>Line Description:</i> Rolling Door Repair-FS #6		
0236164	02/11/22	P	Vulcan Materials Company	0000007403	176.98
			<i>Line Description:</i> Asphalt		
			Asphalt		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Page No. 12

Run Date Feb 11, 2022

Run Time 12:27:28 PM

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0236165	02/11/22	P	WEX Health Inc	0000029308	480.20
			<i>Line Description:</i> FSA Admin Fee- Jan 2022		
0236166	02/11/22	P	Waterline Technologies Inc	0000014520	91.47
			<i>Line Description:</i> DRC Pool Treatment - Credit		
			DRC Pool Treatment		
					<b><u>TOTAL \$936,011.16</u></b>

End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable  
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Feb 11, 2022

Run Time 12:29:21 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236122	02/11/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0236123	02/11/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<b>TOTAL</b>					<b>0.00</b>

End of Report

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236167	02/17/22	P	Orange County Model Engineers Inc	0000007144	15,000.00
			Line Description: Goat Hill Junction Station Rep		
			Goat Hill Junction Station Rep		
0236168	02/17/22	P	Kurt Lystne	0000008712	802.95
			Line Description: Qtrly Retiree Med Ins Payment		
			Qtrly Retiree Med Ins Payment		
0236169	02/15/22	P	Law Office of Lawrence J Lennemann	0000029536	585,000.00
			Line Description: Fnl Stlment-Claim 11/8/22		
<b>TOTAL</b>					<b>\$600,802.95</b>

600,802.95 +  
 196,461.22 +  
 18,676.19 +  
 1,107.43 +  
 1,364,650.35 +  
 64,342.95 -  
 2,117,355.19 \*

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
012992	02/17/22	P	Alejandro Lopez	0000029124	219.30
			Line Description: College Tuition Reimb-Fall 21		
012993	02/17/22	P	Antonio Dodero	0000029534	1,250.00
			Line Description: College Tuition Reimb-Fall 202		
012994	02/17/22	P	Carol Molina	0000029532	185.00
			Line Description: CSMFO Conference		
012995	02/17/22	P	Chasen Gaunt	0000027734	40.00
			Line Description: Traffic Collision Investigtn		
012996	02/17/22	P	Corey Brean	0000024845	250.00
			Line Description: Paramedic License Re-Cert		
012997	02/17/22	P	Cynthia Jeannie A Fortune	0000029533	185.00
			Line Description: CSMFO Conference		
012998	02/17/22	P	David Sevilla	0000021387	16.00
			Line Description: Crisis Intervention Training		
012999	02/17/22	P	Dustin Fay	0000027733	72.00
			Line Description: Radar Operator 12/7-12/10/21		
			Basic Traffic Collision Invest		
013000	02/17/22	P	Elizabeth Duesund	0000020538	106.65
			Line Description: Records Supervisor-ED		
013001	02/17/22	P	Eric Fricke	0000021262	500.00

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Clothing Allowance 2021-22		
013002	02/17/22	P	George Maridakis	0000018528	16.00
			<i>Line Description:</i> Narcotics Detection Recert		
013003	02/17/22	P	Geren Anders	0000027107	16.00
			<i>Line Description:</i> Street Survival Seminar		
013004	02/17/22	P	Henry Granados	0000018926	517.68
			<i>Line Description:</i> College Tuition Reimb-Fall 21		
013005	02/17/22	P	Jason Dempsey	0000026561	40.00
			<i>Line Description:</i> Exec Leadership Institute		
013006	02/17/22	P	Jesse Chartier	0000023836	16.00
			<i>Line Description:</i> Street Survival Seminar		
013007	02/17/22	P	Joe Lopez	0000026113	40.00
			<i>Line Description:</i> Interview & Interrogation		
013008	02/17/22	P	Jonathan Smith	0000023435	57.50
			<i>Line Description:</i> Effective Interview in Death		
013009	02/17/22	P	Joseph Noceti	0000007101	250.00
			<i>Line Description:</i> Jan 22 CM Leadership Award		
013010	02/17/22	P	Kevin Christianson	0000025170	42.92
			<i>Line Description:</i> Active Shooter Response		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013011	02/17/22	P	Lori Ann Farrell Harrison	0000029385	118.40
			Line Description: Business Mtng W/ Lawrence Business Lunch W/ Reyes		
013012	02/17/22	P	Mario Garcia	0000008746	241.50
			Line Description: Sherman Block SLI#7-MG		
013013	02/17/22	P	Mark Garcia	0000027030	72.00
			Line Description: Drug Recognition Expert		
013014	02/17/22	P	Michelle Bradbury	0000014380	185.00
			Line Description: Sherman Block SLI#8-MB		
013015	02/17/22	P	Monique Beckner	0000008066	40.00
			Line Description: ICI Mgt/Supervision Det Units		
013016	02/17/22	P	Omar Amaya	0000027488	250.00
			Line Description: Paramedic License Re-Cert		
013017	02/17/22	P	Ronald Stocking	0000027737	16.00
			Line Description: Street Survival Seminar		
013018	02/17/22	P	Roxi Fyad	0000025395	101.80
			Line Description: Exe Leadership Institute		
013019	02/17/22	P	Slawek Luczkiewicz	0000021389	120.65
			Line Description: ICS 400 CIS 300		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

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Run Date Feb 16, 2022

Run Time 3:33:30 PM

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013020	02/17/22	P	Travel Costa Mesa	0000024750	191,479.82
			Line Description: BIA Receipts - Jan 2022		
013021	02/17/22	P	Zachary Blythe	0000023319	16.00
			Line Description: Street Survival Seminar		
TOTAL					\$196,461.22

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013022	02/18/22	P	Costa Mesa Employees Association	0000006284	3,102.36
			Line Description: Payroll Deduction Check 2204		
013023	02/18/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction Check 2204		
013024	02/18/22	P	Costa Mesa Firefighters Association	0000001812	8,013.83
			Line Description: Payroll Deduction Check 2204		
013025	02/18/22	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction Check 2204		
013026	02/18/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			Line Description: Payroll Deduction Check 2204		
TOTAL					\$18,676.19

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236170	02/18/22	P	Care Ambulance Service Inc	0000019807	75,810.00
			Line Description: Ambulance Transport-Jan 2022 AmbulanceTransport-2/1-2/15/22		
0236171	02/18/22	P	Community SeniorServ	0000018540	48,540.00
			Line Description: SHELF STABLE MEALS SHELF STABLE MEALS		
0236172	02/18/22	P	Everett Dorey LLP	0000026882	476,235.96
			Line Description: #13 CM v Pacific Shores Recove #15 Ohio House v CM #17 CM v Ohio House #18 CM v Windward Way #16 Insight Psych v CM #5 Pacific Shores V CM #7 Summit Coastal v CM #1 General Matters-Oct 21 #19 CM v Northbound Trtmnt #4 Northbound Trtmnt-Oct 21 #13 MC v Pacific Shores Recove #1 General Matters #15 Ohio House v CM #17 CM v Ohio House #14 CM v Raw Recovery #18 CM v Windward Way #16 Insight Psych v CM #5 Pacific Shores v CM #7 Summit Coastal v CM #4 Northbound Treatment #11 CostaMesa v CasaCapri #19 CM v Northbound Trtmnt #8 SocialRecovery/Abatement #12 Northbound Trmmt Abatement #13 CM v Pacific Shores Recove Duplicate Payment Inv# 7741 #1 General Matters		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: #15 Ohio House v CM  
 #17 CM v Ohio House  
 #18 CM v Windward Way  
 #16 Insight Psych v CM  
 #7 Summit Coastal v CM  
 #4 Northbound Treatment  
 #9 Ohio House Abatement  
 #19 CM v Northbound & Raw  
 #8 Socal Recovery/Abatement  
 #12 Northbound Trtmnt Abatemen  
 #13 CM v Pacific Shores Recove  
 # General Matters  
 #3 Casa Capri v CM  
 #11 CM v Casa Capri  
 #15 Ohio House v CM  
 #17 CM v Ohio House  
 #14 CM v Raw Recovery  
 #18 CM v Windward Way  
 #16 Insight Psych v CM  
 #5 Pacific Shores v CM  
 #4 Northbound Treatment  
 #19 City v Northbound/Raw  
 #8 Socal Recovery/Abatement  
 #13 CM v Pacific Shores Recove  
 #1 General Matters  
 #15 Ohio House v CM  
 #17 CM v Ohio House  
 #18 CM v Windward Way  
 #16 Insight Psych v CM  
 #4 Northbound Treatment  
 #9 Ohio House Abatement  
 #19 City v Northbound/Raw  
 #11 Costa Mesa v Casa Capri  
 #8 Socal Recovery/Abatement

0236173	02/18/22	P	KOA Corporation	0000003129	18,353.62
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Line Description: AdamsAve Bicycle Proj-Jan 22  
 Adams/Pinecreek Proj-Jan 2022

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236174	02/18/22	P	Kimley Horn & Associates Inc	0000005251	31,849.26
			Line Description: Housing Element - Oct 2021 Housing Element-Dec 2021		
0236175	02/18/22	P	League of California Cities	0000002928	29,182.00
			Line Description: 2022 Membership Dues		
0236176	02/18/22	P	Mercy House	0000003138	407,571.78
			Line Description: Shelter Operations-July 2021 Shelter Operations - Aug 2021 Shelter Operations-Sept 2021		
0236177	02/18/22	P	WatchGuard Video Inc	0000028510	99,000.00
			Line Description: Mobile Video System Agreement-		
0236178	02/18/22	P	AT & T	0000001107	58.85
			Line Description: Skate Park Cameras-12/25-1/24/		
0236179	02/18/22	P	AT & T	0000001107	3,443.44
			Line Description: Wakeham Park-1/10-2/9/22 DSL Traffic Ops-1/7-2/6/22 800 MhZ Radio-1/1-1/31/22 Estancia Park-1/3-2/2/22 IT Computer Rm-1/7-2/6/22 Smallwood Park-1/6-2/5/22 Tewinkle Park-1/7-2/6/22 Cool Line-PD 1/7-2/6/22 PD Emergency Line-1/4-2/3/22 DRC Alarm-1/4-2/3/22 DID Trunk Line-1/4-2/3/22 Outgoing Trunk-1/4-2/3/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236180	02/18/22	P	Adamson Police Products	0000014519	771.59
			Line Description: Rifle Parts		
0236181	02/18/22	P	Adlerhorst International	0000000906	102.36
			Line Description: Professional Services Agreemen		
0236182	02/18/22	P	All City Management Services Inc	0000009480	61.79
			Line Description: School Crossing Guard Svcs		
0236183	02/18/22	P	Allied Restoration Services, Inc	0000029481	1,445.00
			Line Description: PD Bldg. HVAC duct work cleani		
0236184	02/18/22	P	BPS Tactical Inc	0000023962	2,861.45
			Line Description: Vest Covers-Soto/Molina		
			Vest Cover - Santos		
			Vest Cover - Greeley		
			Vest Cover- Lippincott		
0236185	02/18/22	P	Bound Tree Medical LLC	0000011695	9,162.34
			Line Description: EMS Supplies		
			EMS Supplies		
			EMS Supplies		
			EMS Supplies		
0236186	02/18/22	P	Brown Koro & Romag	0000025758	13.84
			Line Description: Refund 001-00350712		
0236187	02/18/22	P	Carl Warren & Company	0000001578	3,795.00
			Line Description: Wkrs Comp Admin Fee-Jan 22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236188	02/18/22	P	Costa Mesa Lock & Key	0000001817	18.86
			Line Description: Keys-FS #1		
0236189	02/18/22	P	Dan Grubbe	0000029537	12,500.00
			Line Description: Refund Permit #PS20-00313		
0236190	02/18/22	P	Emergency Medical Services Authority	0000002120	1,924.00
			Line Description: EMT License Renewal-52		
0236191	02/18/22	P	Endoto Corp	0000029465	12,595.00
			Line Description: K71(s) Markers w/installation		
0236192	02/18/22	P	FM Thomas Air Conditioning Inc	0000017151	764.91
			Line Description: FS#3 Thermostat Repair		
0236193	02/18/22	P	Ford Fleet Care	0000026262	3,572.29
			Line Description: Repairs		
0236194	02/18/22	P	GIT Satellite LLC	0000019742	63.18
			Line Description: Connect Plan 1/1-1/31/2022		
0236195	02/18/22	P	Grainger	0000002393	887.51
			Line Description: Warehouse Floor Stock SC - Ceiling Tiles		
0236196	02/18/22	P	Graybar Electric Company Inc	0000002397	10.78
			Line Description: Electrical Supplies		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236197	02/18/22	P	Image Concepts	0000026883	906.39
			Line Description: Maint Staff Uniforms		
0236198	02/18/22	P	Integrated Impressions	0000003403	5,966.01
			Line Description: Promotional Items		
0236199	02/18/22	P	Kimball Midwest	0000006819	363.33
			Line Description: Stock - Shop Supplies		
0236200	02/18/22	P	Lauren Sproul	0000029528	570.00
			Line Description: Refund: Improper Impound		
0236201	02/18/22	P	LineGear Fire & Rescue Equipment	0000026007	1,935.19
			Line Description: Turnouts and Gear		
0236202	02/18/22	P	MOMS Orange County	0000029429	3,750.00
			Line Description: 1st Qtr 21-22 Grant		
0236203	02/18/22	P	Merrimac Energy Group	0000021566	2,203.99
			Line Description: FS# 6 Diesel Fuel		
0236204	02/18/22	P	Mike Linares Inc	0000002969	11,842.00
			Line Description: CDBG/CDBG-CV -August 2021		
			CDBG/HOME Grant-Sept 2021		
			Professional Services Agreemen		
0236205	02/18/22	P	Motoport USA	0000029467	1,241.65
			Line Description: Motor Officer Uniform		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236206	02/18/22	P	Municipal Emergency Services Inc	0000021524	1,476.48
			Line Description: SCBA Test Repairs/Parts		
0236207	02/18/22	P	National Data & Surveying Services	0000021249	435.00
			Line Description: Fullerton Ave/E Bay St		
0236208	02/18/22	P	Occu Med	0000003388	4,880.00
			Line Description: Pre-Employment Physicals		
			Pre Employment Physicals		
0236209	02/18/22	P	Orange Coast Plumbing Inc	0000009431	1,794.02
			Line Description: Shiffer Park Plumbing Svcs		
			Wilson Park Plumbing Svcs		
0236210	02/18/22	P	Orange County Treasurer Tax Collector	0000003489	10,943.25
			Line Description: Parking Citation Fees-Jan22		
0236211	02/18/22	P	Pacific Advanced Civil Engineering Inc	0000014386	5,730.00
			Line Description: 1-Tewinkle Lakes-Jan 2022		
0236212	02/18/22	P	Peace of Mind Financial Consulting Inc	0000029150	8,340.00
			Line Description: Consult Svcs-Marsh - Jan2022		
0236213	02/18/22	P	Post Alarm Systems Inc	0000026907	103.95
			Line Description: Airway Shelter - Nov 2021		
0236214	02/18/22	P	Ronald Lawrence	0000029540	14,767.96
			Line Description: Moving Expenses		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236215	02/18/22	P	SESAC	0000024352	1,807.48
			Line Description: 2022 Music License		
0236216	02/18/22	P	SF Mobile-Vision Inc	0000027182	1,590.00
			Line Description: Rimage 6000N Rapid Exchange PI		
0236217	02/18/22	P	Sheldon Riley	0000029485	5,500.00
			Line Description: Refund Permit SL-20-0001		
0236218	02/18/22	P	Sheryl Edgar	0000029347	13.84
			Line Description: Subpoena Dep Rfnd 001-00		
0236219	02/18/22	P	South Coast Emergency Vehicle Services	0000003643	3,692.81
			Line Description: Automotive Stock		
0236220	02/18/22	P	Southern California Shredding Inc	0000025605	90.00
			Line Description: PD-Shredding Svc-Jan 2022		
0236221	02/18/22	P	Sparkletts	0000015725	157.96
			Line Description: FD Water Delivery-Jan 2022		
			IT Water Delivery - Jan 22		
0236222	02/18/22	P	Spectrum Gas Products	0000012653	506.51
			Line Description: Oxygen- FS #5		
			Carbon Dioxide - FS #4		
			Oxygen Rental FS#3		
			Cylinder Rental - FS#4		
			Cylinder Rental - FS#2		
			Cylinder Rental - FS#5		
			Cylinder Rental - FS #3		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236223	02/18/22	P	Steve Pereira	0000029541	120.00
			Line Description: REF COM GARD KEY		
0236224	02/18/22	P	Sweet James LLP	0000029439	131.03
			Line Description: Subpoena Dep Refnd 001-0035234		
0236225	02/18/22	P	Tecta America	0000003718	1,305.00
			Line Description: NHCC Roof Repair Snr Center Roof Repair		
0236226	02/18/22	P	The Home Depot Credit Services	0000002560	10,174.12
			Line Description: Plumbing Supplies-Bldg Elec Supplies-Bldg Maint Supplies-Bldg Maintenance Supplies - Bldg Maintenance Supplies-Street Maint Supplies-Streets Supplies-Parks Supplies-Fire Supplies-Graffiti Abatement		
0236227	02/18/22	P	Time Warner Cable	0000011202	1,541.72
			Line Description: 2310 Placentia-2/3-3/2/22 HVAC Alarm-Library 2/7-3/6/22 Cable Box Upgrade-1/12-2/11/22 City Hall Cable-2/6-3/5/22 City Hall Cable-2/6-3/5/22 Snr Cntr Internet-11/16-12/15/ Snr Cntr Internet-1/16-2/15/22 City Hall Cable-1/22-2/21/22 Internet Fiber-Shlfr 1/29-2/28		
0236228	02/18/22	P	Turnout Maintenance Company LLC	0000020182	290.85

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Turnout Cleaning		
0236229	02/18/22	P	US Bank	0000002228	3,292.36
			Line Description: PARS Deduction Chk 22-02		
0236230	02/18/22	P	United Industries	0000010867	328.31
			Line Description: Floor Stock		
0236231	02/18/22	P	Verizon Wireless	0000008717	6,721.30
			Line Description: Ca State Sales Tax		
			PD Cell Phones 10/10-111/15/21		
			Ipads		
			CA Local Sales Tax		
0236232	02/18/22	P	Vincent J Tucci	0000014355	179.02
			Line Description: Subpoena Dep Rfnd 001-003507		
0236233	02/18/22	P	Vulcan Materials Company	0000007403	178.64
			Line Description: Asphalt		
			Asphalt		
0236234	02/18/22	P	Williams Data Management	0000018803	432.99
			Line Description: DATA STORAGE 1/1-1/31/22		
0236235	02/18/22	P	Williams Scotsman Inc	0000010492	2,582.38
			Line Description: 18th St - 1/24-2/23/22		
0236236	02/18/22	P	Wood EIS Inc	0000027036	1,170.00
			Line Description: NPDES Ind Comm Inspections		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

Page No. 11

Run Date Feb 17, 2022

Run Time 3:27:47 PM

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0236237	02/18/22	P	Youth Employment Service of the Harbor	0000000324	5,000.00
			<i>Line Description:</i> 2nd Qtr 21-22 Grant		
					<b><u>TOTAL \$1,364,650.35</u></b>

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Page No. 1

Run Date Feb 17, 2022

Run Time 3:27:28 PM

Bank: CITY  
Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0236238	02/18/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction Check 2204		
0236239	02/18/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Check 2204		
0236240	02/18/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Check 2204		
0236241	02/18/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Check 2204		
TOTAL					<u>\$1,107.43</u>

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable  
CCM VOID CHECK LISTINGPage No. 1  
Run Date Feb 15, 2022  
Run Time 3:14:52 PMBank: CITY  
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0235285	2/15/2022	V	Orange County Model Engineers Inc	0000007144	12/10/21	(15,000.00)
<i>Line Description:</i> 2/15/22 - City Manager's Office did not present original check, dated 12/10/21. Check was returned to Finance and						
0235754	2/15/2022	V	Community SeniorServ	0000018540	01/21/22	(48,540.00)
<i>Line Description:</i> 2/15/22 - Per Anna Baca, void & relusse-glitch in system.						
0235881	2/15/2022	V	Kurt Lystne	0000008712	01/31/22	(802.95)
<i>Line Description:</i> 2/15/22 - Per Anna Baca, check was unreadable and rejected. Funds were returned and check will be reissued.						
<b>TOTAL</b>						<b>(\$64,342.95)</b>

End of Report



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-581

**Meeting Date:** 3/1/2022

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**TITLE:**

MINUTES

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

**RECOMMENDATION:**

City Council approve the Minutes of the Regular meeting of February 15, 2022.



## **City of Costa Mesa**

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

#### **Minutes**

#### **CLOSED SESSION 4:00 P.M.**

**CALL TO ORDER** - The Closed Session meeting was called to order by Mayor Pro Tem Marr at 4:00 p.m.

#### **ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Harlan, Council Member Reynolds (Arrived 4:07 p.m.), Mayor Pro Tem Marr and Mayor Stephens (Via Teleconference).

Absent: Council Member Harper.

#### **PUBLIC COMMENTS – NONE.**

#### **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.

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 5:47 p.m.

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

**FEBRUARY 15, 2022 – 6:00 P.M.**

**CALL TO ORDER** - The Regular City Council and Successor Agency to the Redevelopment Agency and Housing Authority meeting was called to order by Mayor Pro Tem Marr at 6:00 p.m.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

A video was played for the National Anthem and Council Member Harper led the Pledge of Allegiance.

**MOMENT OF SOLEMN EXPRESSION**

Led by Pastor Phil Eyskens, Lighthouse Church.

**ROLL CALL**

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

Absent: None.

Mayor Pro Tem Marr announced that Consent Calendar Item number 8: Baker Placentia Victoria 19th Street Regional Traffic Signal Synchronization Project has been withdrawn from the agenda and will not be considered.

## **CITY ATTORNEY CLOSED SESSION REPORT - No reportable action.**

### **PRESENTATIONS**

Mayor Pro Tem Marr and City Council presented a proclamation to Hank Lloyd in honor of his retirement.

Mayor Pro Tem Marr presented a proclamation for Teen Dating Violence Awareness and Prevention Month.

### **PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Flo Martin, Costa Mesa, spoke on speeding and automobile collisions, and expressed concerns on the Baker-Placentia-Victoria-19<sup>th</sup> Traffic Signal Synchronization project.

Speaker that lives on Bay Street, reported on loudness in the neighborhood, and landscapers using blowers at 6:30 a.m. on Saturday morning.

Jimmy Vivar, Costa Mesa, spoke on an incident at his place of business, that there was a miscommunication, and thanked the Costa Mesa Police Department for responding.

Dave Everett, Costa Mesa, spoke on the Project Labor Agreement approved at the last council meeting and expressed strong opposition to the agreement, and that it will increase the costs of construction.

Marc Vukceovich, Costa Mesa, spoke on improvements on Randolph Avenue, including speed limits, concerns on the number of parking spaces allowed, encouraged a paid parking system, and agreed with Ms. Martin's comments on traffic synchronization.

David Martinez, Costa Mesa, expressed concerns on the Baker-Placentia-Victoria-19<sup>th</sup> Traffic Signal Synchronization project, and spoke in support of a paid parking system on Randolph Ave.

Cynthia McDonald, Costa Mesa, spoke in recognition of Hank and Maureen Lloyd, and spoke on improvements needed at the Tennis Center.

### **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Gameros praised the Police and Fire Departments on their efforts regarding local fires, spoke on livable wages, and wished his daughter a Happy Birthday.

Council Member Harper spoke on speeding and accidents, spoke on the costs associated with the Project Labor Agreements, and spoke on campaign contributions by labor groups.

Council Member Reynolds praised the Costa Mesa Minute new format, praised the Finance Department, reported on the quarterly liaison meeting and Mesa Water pipeline replacement project, spoke on street sweeping, shared a graph on the impacts of speeding, and spoke on safety in the CIP project list.

Mayor Stephens praised Hank and Maureen Lloyd, spoke on improvements needed at the Tennis Center, praised the Fire Department for their work on structure fires, and praised the Police Department for apprehending a bank robbery suspect, and spoke on responsiveness and professionalism.

Mayor Pro Tem Marr reported on the League of California Cities Public Safety Policy Committee, crime issues, reported on walking 49 miles for the Taji 100, spoke on meeting with Supervisor Bartlett, and spoke on the Orange County Swap Meet.

**REPORT – CITY MANAGER** – Ms. Farrell Harrison spoke on attending the TET Festival, spoke on City Hall opening and public counters opening, spoke on the new format of the Costa Mesa minute and thanked Tony Doderio, Jeff Trujillo, and Ron Dam with CMTV, thanked Mr. Sethuraman, Public Services Director for the seventh year of receiving the City Tree Award, spoke on the new Organic Waste Disposal webpage, spoke on the Point in Time Count and needing volunteers, encouraged residents to apply for open Committee positions, spoke on needing feedback and ideas from the community for the Tennis Center to include in the Scope of work before sending out the Request For Proposal.

**REPORT – CITY ATTORNEY – None.**

**PUBLIC HEARINGS: (This Public Hearing was heard at 7:00 p.m.)**

**1. THIRD PUBLIC HEARING REGARDING THE REDISTRICTING PROCESS USING THE OFFICIAL 2020 CENSUS DATA**

Presentation by Dr. Levitt, Vice President of National Demographics Corporation.

Public Comments:

Speaker, spoke on keeping all of the Eastside in one district.

Discussion ensued on which maps are not population balanced and should not be considered.

**MOVED/SECOND:** Council Member Chavez/Mayor Stephens

**MOTION:** Approve recommended actions and select Maps 112 and 115 to move forward with.

**SUBSTITUTE MOTION/SECOND:** Mayor Pro Tem Marr/Council Member Gameros

**SUBSTITUTE MOTION:** Approve recommended actions and select only Map 115 to move forward with.

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.

Substitute Motion carried: 7-0

**ACTION:**

1. City Council conducted the third public hearing and received additional public input on communities of interest, district boundaries, and draft maps.
2. Considered and discussed draft maps submitted to the City by the public and by NDC.
3. Selected draft Map 115 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.

**CONSENT CALENDAR (Items 1-11)**

**MOVED/SECOND:** Council Member Chavez/Council Member Reynolds

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 11 except for item 8 which was withdrawn from the agenda.

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: 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**

**ACTION:**

City Council approved Warrant Resolution No. 2674

**4. MINUTES**

**ACTION:**

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

**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**

**ACTION:**

City Council adopted Resolution 2022-07 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.

**6. MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES**

**ACTION:**

City Council approved the February 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

**7. 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**

**ACTION:**

1. City Council designated 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. Authorized 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).

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

**ACTION:**

1. City Council accepted the work performed by All American Asphalt, Inc., for the Hamilton Street and Santa Ana Avenue Improvement Project, City Project No. 20-16, and authorized the City Clerk to file the Notice of Completion.
2. Authorized 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 (CFR 2.0) AUTHORIZATION**

**ACTION:**

City Council adopted Resolution No. 2022-09, authorizing the Public Services Director to submit an application, and the City Manager or designee to execute the necessary Memorandum of Understanding to participate in the CAL FIRE Urban Forest and Community Grant Program (CFR 2.0).

**11. PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF FIRE STATION NO. 2**

**ACTION:**

1. City Council awarded 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. Authorized contingency allocation in the amount of \$73,000 for work beyond the Scope of Services.
3. Authorized the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

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

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

**ACTION:**

This item was removed from the agenda and not considered.

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

## **PUBLIC HEARINGS:**

### **2. 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**

Presentation by Ms. Huynh, Senior Planner.

Applicant presentation by Mr. D'Andrea, Senior Vice President with Century Housing and Mr. Johnson, Development Manager with Century Housing.

Public Comments: None.

**MOVED/SECOND:** Council Member Gameros/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 Harper, Council Member Harlan, Council Member Reynolds, Mayor Pro Tem Marr, and Mayor Stephens.

Nays: None

Absent: None.

Motion: carried 7-0

#### **ACTION:**

City Council adopted Resolution No. 2022-08 to approve MCUP ZA-21-48 to amend previously-approved CUP PA-91-102 to modify certain conditions of approval. The Housing Authority Board approved the Termination of the Original Regulatory Agreement, Adopted a New Regulatory Agreement, transfer of property ownership from Costa Mesa Village, Ltd. to Century Affordable Development, Inc. (CADI) and authorized the Executive Director to execute these agreements and related documents to approve CADI as the new owner and operator of Costa Mesa Village (CMV).

**OLD BUSINESS: NONE.**

**NEW BUSINESS: NONE.**

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

Council Member Chavez spoke on the selection of Map 115 for the redistricting process.

**ADJOURNMENT** – The Mayor Pro Tem Adjourned the meeting at 8:08 p.m.

**Minutes adopted on this 1<sup>st</sup> day of March, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-510

**Meeting Date:** 3/1/2022

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**TITLE:**

DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2022 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

**DEPARTMENT:** CITY MANAGER'S OFFICE/CITY CLERK DIVISION

**PRESENTED BY:** BRENDA GREEN, CITY CLERK

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

**RECOMMENDATION:**

Staff recommends the City Council:

Designate Council Member Arlis Reynolds as the delegate for the upcoming 2022 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.

**BACKGROUND:**

The annual SCAG Regional Conference & General Assembly will be held Thursday, May 5, 2022 through Friday, May 6, 2022 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA. SCAG requests that each member city appoint a delegate to vote at this Assembly.

**ANALYSIS:**

It is during the Annual General Assembly that resolutions are adopted, setting the legislative platform for SCAG in the coming year. SCAG by-laws entitle each city to one vote in matters affecting municipal or SCAG policy. Each member city is entitled to designate a delegate to participate in the voting.

**ALTERNATIVES:**

City Council may choose to not appoint a delegate or may select another City Council member as the delegate.

**FISCAL REVIEW:**

There is no fiscal impact with this action.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Staff recommends the City Council:

Designate Council Member Arlis Reynolds as the delegate for the upcoming 2022 Annual Southern California Association of Governments (SCAG) Regional Conference & General Assembly.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-575

**Meeting Date:** 3/1/2022

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**TITLE:**

FOURTH PUBLIC HEARING REGARDING THE REDISTRICTING PROCESS AND FIRST READING AND INTRODUCTION OF AN ORDINANCE TO ADOPT A COUNCIL DISTRICT MAP

**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 fourth public hearing to receive additional public input on district boundaries and draft map.
2. Introduce for first reading Ordinance No. 2022-xx, to adopt a Council District Map.
3. Schedule March 15, 2022 for the second reading and adoption of Ordinance No. 2022-xx.

**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 & 02/15/22).
- Third Public Hearing to discuss and select final map (02/15/2022).
- Fourth Public Hearing and Introduction of Ordinance for final map selected (03/1/2022).
- Second reading and adoption of Ordinance approving final map (03/15/2022).

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	

Maps 101, 103, and 104 are not population balanced and Maps 104, 105, 106, 113, and 114 lack a majority Latino district.

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.

On February 15, 2022 the third Public Hearing was held to receive public input on all draft maps, receive and file oral and written testimony from the prior community meetings and public hearings. The City Council selected Map 115 on a 7-0 vote for Introduction and 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 fourth public hearing to receive additional public input on district boundaries and draft map.
2. Introduce for first reading Ordinance No. 2022-xx, to adopt a Council District Map.
3. Schedule March 15, 2022 for the second reading and adoption of Ordinance No. 2022-xx.

## **ORDINANCE NO. 2022-xx**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA ADOPTING A COUNCIL DISTRICT MAP.**

WHEREAS, every ten years, the City of Costa Mesa (City) is required to use new census data to review and, if needed, redraw district lines to reflect how local populations have changed, otherwise known as redistricting; and

WHEREAS, the City must redistrict using this process by April 17, 2022; and

WHEREAS, Ordinance 16-05, passed in November 2016, divided the City into six geographic districts with an elected mayor; and

WHEREAS, the City evaluated the existing districts using data from the 2020 census, comments of the public and analysis by an expert demographer; and

WHEREAS, the City considered the following criteria and interests while drawing and adopting these boundaries: the federal Voting Rights Act, the Fair Maps Act, geographically contiguous boundaries, undivided neighborhoods and “communities of interest,” easily identifiable boundaries, compact districts, and non-discrimination relating to political parties; and

WHEREAS, the City also considered any delay in voting due to a change in district, respecting voters’ choices and continuity in office, and future population growth; and

WHEREAS, the City conducted outreach to the public by hosting three public workshops to seek input on criteria considered when drafting district maps, dedicating a webpage with online mapping tools, and creating an interactive review map for members of the public to engage and provide feedback throughout the redistricting process; and

WHEREAS, the City held one hearing before the maps were drawn on October 19, 2021 and two hearings after the maps were drawn on November 16, 2021 and February 15, 2022; and

WHEREAS, the City conducted a public hearing on March 1, 2022 at which this ordinance was introduced and given its first reading; and

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a “project” and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that

no environmental review under CEQA is required. In addition, the Ordinance is exempt pursuant to CEQA Guidelines Section 15308 (Class 8, Actions by Regulatory Agencies for the Protection of the Environment) because the adoption of this Ordinance is required to comply with state law in order to protect the environment; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE COSTA MESA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Section 2-20.5 (District Boundaries) of Chapter II (City Council Generally) of Title 2 (Administration) of the Costa Mesa Municipal Code is hereby amended to read as follows:

2-20.5 District Boundaries.

The council member districts of the city shall have the following legal boundaries:

#### **District 1**

Beginning at the intersection of Bear Street and Sunflower Avenue on the northern border of the City of Costa Mesa, proceeding southerly along Bear Street until the 405 Freeway; thence proceeding westerly along the 405 Freeway until Harbor Blvd; thence proceeding southerly along Harbor Blvd until Merrimac Way, which is the northern border of Census Block 060590638071003; thence proceeding counterclockwise along the border of Census Block 060590638071003 until Harbor Blvd at Fair Drive; thence proceeding southerly along Harbor Blvd until the southern border of the Costa Mesa Golf Course; thence proceeding westerly along the southern border of the Costa Mesa Golf Course until Placentia Avenue; thence proceeding northerly along Placentia Avenue until the Fairview Channel; thence proceeding westerly along the Fairview Channel until the border of the City of Costa Mesa; thence proceeding clockwise along the border of the City of Costa Mesa until the point of origin.

#### **District 2**

Beginning at the intersection of Bear Street and Sunflower Avenue on the northern border of the City of Costa Mesa, proceeding southerly along Bear Street until the 405 Freeway; thence proceeding westerly along the 405 Freeway until Harbor Blvd; thence proceeding southerly along Harbor Blvd until Adams Avenue; thence proceeding easterly along Adams Avenue until Fairview Rd; thence proceeding northerly along Fairview Rd until the Paularino Channel; thence proceeding easterly along the Paularino Channel until California Highway 73; thence proceeding easterly along Highway 73 until the border of the City of Costa Mesa; thence proceeding counterclockwise along the border of the City of Costa Mesa until the point of origin.

### **District 3**

Beginning at the intersection of Mesa Drive and Orange Avenue on the eastern border of the City of Costa Mesa, proceeding southerly along Orange Avenue until 22<sup>nd</sup> Street; thence proceeding westerly along 22<sup>nd</sup> Street until California Highway 55; thence proceeding northerly along California Highway 55 until Fairview Road; thence proceeding northerly along Fairview Road until Wilson Street; thence proceeding westerly along Wilson Street until Harbor Blvd; thence proceeding northerly along Harbor Blvd until Fair Drive, which is the southern border of Census Block 060590638071003; thence proceeding clockwise along the border of Census Block 060590638071003 until Harbor Blvd at Merrimac Way; thence proceeding northerly along Harbor Blvd until Adams Avenue; thence proceeding easterly along Adams Avenue until Fairview Rd; thence proceeding northerly along Fairview Rd until the Paularino Channel; thence proceeding easterly along the Paularino Channel until California Highway 73; thence proceeding easterly along Highway 73 until the border of the City of Costa Mesa; thence proceeding clockwise along the border of the City of Costa Mesa until the point of origin.

### **District 4**

Beginning at the intersection of Harbor Blvd and the southern border of the Costa Mesa Golf Course, proceeding southerly along Harbor Blvd until 19<sup>th</sup> Street; thence proceeding westerly along 19<sup>th</sup> Street until Pomona Avenue; thence proceeding southerly along Pomona Avenue until 17<sup>th</sup> Street; thence proceeding westerly along 17<sup>th</sup> Street until Placentia Avenue; thence proceeding northerly along Placentia Avenue until Towne Street; thence proceeding westerly along Towne Street until Monrovia Avenue; thence proceeding northerly along Monrovia Avenue until 19<sup>th</sup> Street; thence proceeding easterly along 19<sup>th</sup> Street until Placentia Avenue; thence proceeding northerly along the southern border of the Costa Mesa Golf Course; thence proceeding easterly along the southern border of the Costa Mesa Golf Course until Harbor Blvd, which is the point of origin.

### **District 5**

Beginning at the intersection of 15<sup>th</sup> Street and California Highway 55 on the southern border of the City of Costa Mesa, proceeding northerly along California Highway 55 until Fairview Road; thence proceeding northerly along Fairview Road until Wilson Street; thence proceeding westerly along Wilson Street until Harbor Blvd; thence proceeding southerly along Harbor Blvd until 19<sup>th</sup> Street; thence proceeding westerly along 19<sup>th</sup> Street until Pomona Avenue; thence proceeding southerly along Pomona Avenue until 17<sup>th</sup> Street; thence proceeding westerly along 17<sup>th</sup> Street until Placentia Avenue; thence proceeding northerly along Placentia Avenue until Towne Street; thence proceeding westerly along Towne Street until Monrovia Avenue; thence proceeding northerly along Monrovia Avenue until 19<sup>th</sup> Street; thence proceeding easterly along 19<sup>th</sup> Street until

Placentia Avenue; thence proceeding northerly along Placentia Avenue until the Fairview Channel; thence proceeding westerly along the Fairview Channel until the border of the City of Costa Mesa; thence proceeding counter-clockwise along the border of the City of Costa Mesa until the point of origin.

## **District 6**

Beginning at the intersection of Mesa Drive and Orange Avenue on the eastern border of the City of Costa Mesa, proceeding southerly along Orange Avenue until 22<sup>nd</sup> Street; thence proceeding westerly along 22<sup>nd</sup> Street until California Highway 55; thence proceeding southerly along California Highway 55 until 15<sup>th</sup> Street, on the southern border of the City of Costa Mesa; thence proceeding counter-clockwise along the border of the City of Costa Mesa until the point of origin.

These district boundaries are depicted on a boundary map attached hereto as Exhibit A. These boundaries will remain in effect until amended by ordinance as provided in section 2-20.D.

**Section 2. Council District Map Implementation.** The City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk must consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and advise the City Council of any such adjustments required in the implementation of the districts.

**Section 3. Environmental Compliance.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3). In addition, the Ordinance is exempt pursuant to CEQA Guidelines Section 15308 (Class 8, Actions by Regulatory Agencies for the Protection of the Environment) because the adoption of this Ordinance is required to comply with state law in order to protect the environment.

**Section 4. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**Section 5. Severability.** If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining

portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

**Section 6. Certification.** After this ordinance is approved by a majority vote of the City Council, the Mayor and City Clerk shall certify that the ordinance was approved by a majority vote. The City Clerk shall file one copy of the approved ordinance with the Orange County Clerk-Recorder's office, one copy with the Orange County Registrar of Voters and keep one copy in the City's archive. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the manner required by law.

**Section 7. Effective Date.** This Ordinance shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED this xx day of xx, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

APPROVED AS TO FORM:

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Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2022-xx was duly introduced and given first reading at a regular meeting of the City Council held on March 1, 2022 and adopted at a regular meeting of the City Council held on the xx day of xx, 2022, by the following roll call vote, to wit:

AYES:    COUNCIL MEMBERS:

NOES:    COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

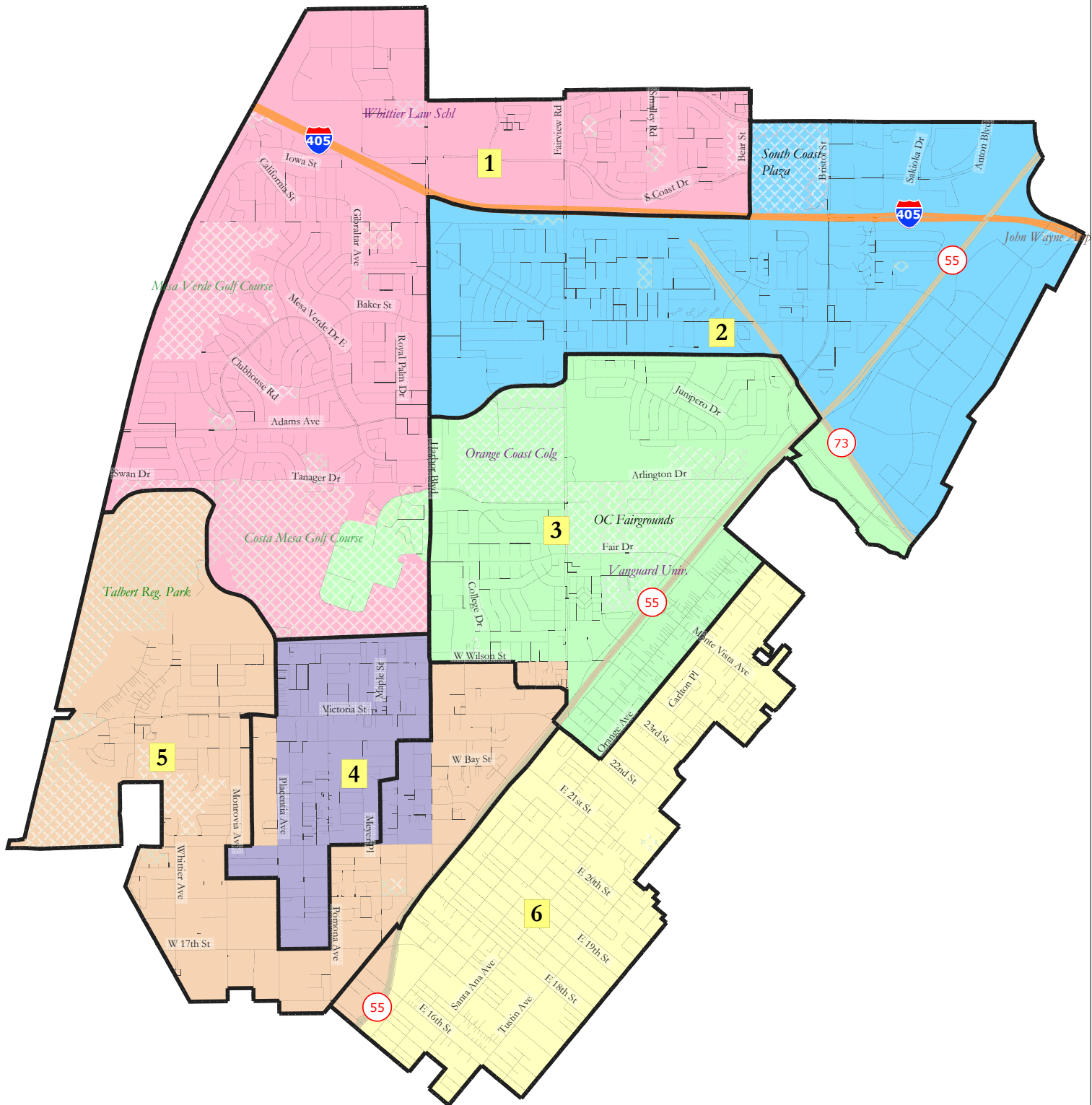
IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK

(SEAL)

# 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.								



## REDISTRICT COSTA MESA

### SUMMARY REPORT

March 1, 2022

*Draw the Line!*

[www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)  
(714) 754 - 5000

## **Redistrict Costa Mesa Summary Report**

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 population. 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 criteria are met, other traditional districting principles may be considered:

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:

- At least one hearing must occur before the City draws draft maps
- At least two hearings must happen after the drawing of draft maps
- The fourth hearing can happen either before or after the drawing of draft maps

The purpose of the public hearings and community workshops was to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while evaluating district boundaries. The public was requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code for cities (Section 21601(c) / 21621(c)] is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
  - (1) Similar levels of income, education, or linguistic isolation;
  - (2) Languages spoken at home; and
  - (3) Single-family and multi-family housing unit areas.

The 2021 redistricting process presented a unique timeline challenge due to the delay in release of the Census data. In normal years, the Census data would become available in April of the year after the Census (April 2021), but due primarily to the impact of the Coronavirus Pandemic, the data release was delayed. The official redistricting data that was provided by the State of California to cities to be used for drawing maps was not made available until September 20, 2021.

The delayed data release compressed the redistricting process for hundreds of agencies across California. To address this challenge, the City of Costa Mesa launched a process to engage and inform the public early with redistricting information and preparing them to participate in the process once the official data was released and map drawing commenced.

### **Building an Outreach Team**

The City of Costa Mesa built a team of professionals to effectively execute the educational and community outreach components of the projects. This team includes City of Costa Mesa City Clerk’s Office, the City Attorney’s Office, the Communications and Marketing Division, and National Demographics Corporation (NDC).

Dr. Justin Levitt from NDC has served as the City’s demographer during the redistricting process. Dr. Levitt has a PhD from the University of California San Diego and has handled multiple districting/redistricting processes in the County of Orange.

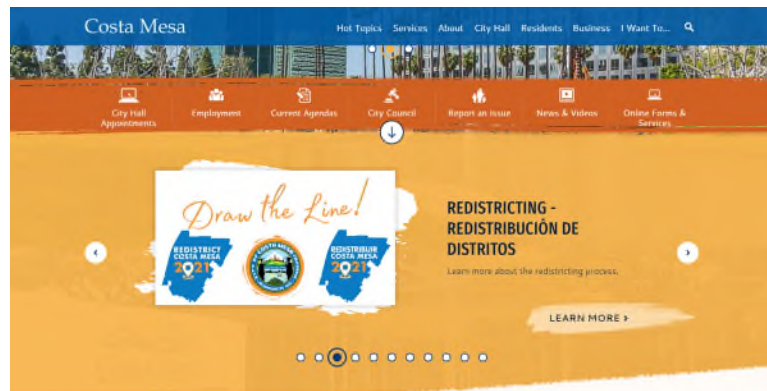
NDC engaged Tripepi Smith, a provider of marketing, technology, and public affairs consulting services, on behalf of the City to launch and update the dedicated website for

the redistricting process, [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org). Per the Elections Code the website must be maintained for ten years in applicable languages.

## Spanning Channels of Outreach

The City of Costa Mesa leveraged a full array of outreach platforms to connect with the public. These included:

- The rollout of the redistricting website [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org), The redistricting website was promoted on the City's homepage throughout the entire redistricting process.



*Image Description: Website Homepage*

- English and Spanish social media posts spread across Facebook Instagram, and Twitter
  - 10/12/2021 - Event created and posted to Facebook
  - 10/12/2021 - 10/23 Workshop posted to CMTV Community Bulletin Board
  - 10/12/2021 - Press release asking for the publics input on the redistricting process
  - 10/13/2021 - 10/23 Workshop posted to Facebook, Instagram, Twitter and Nextdoor
  - 10/18/2021 - 10/23 Workshop posted to Facebook, Instagram and Twitter
  - 10/19/2021 - Public Hearing to Facebook, Instagram and Twitter
  - 10/19/2021 – Press release informing public of first public hearing to discuss district changes
  - 10/20/2021 - 10/23 Workshop posted to Twitter and Nextdoor
  - 10/22/2021 - 10/23 Workshop posted to Facebook, Instagram, and Twitter
  - 10/22/2021 – Press release asking for publics input for new City district maps
  - 11/10/2021 – Press release that Council is reviewing draft maps at upcoming Council meeting
  - 11/16/2021 - Public Hearing posted to Facebook, Instagram, and Twitter
  - 11/18/2021 – Press release that Council reviewed first draft maps
  - 11/23/2021 – Press release encouraging public to submit their maps

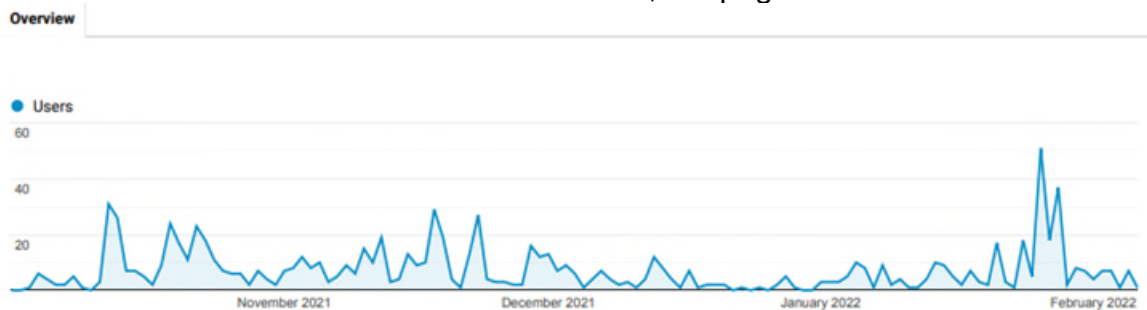
- 11/29/2021 - 2/1 Workshop posted to Facebook, Instagram, Twitter and Nextdoor
  - 11/30/2021 – Press release on upcoming workshop
  - 12/1/2021 - Workshop posted to Facebook, Instagram, and Twitter.
  - 12/13/2021 – Press release on deadline to submit maps
  - 1/5/2022 – Press release on upcoming virtual redistricting workshop
  - 1/14/2022 – Snapshot article on reviewing and submitting maps
  - 1/26/2022 – Press Release on reviewing draft maps
- Public Hearing Notices in both English and Spanish- published in the Daily Pilot on 07/24/2021, 10/8/2021, 11/5/2021, and 2/4/2022.
  - Email outreach to City Council meeting agenda distribution list – 1400 notifications
  - Distribution of emails to 22 residents subscribed for redistricting email updates, to drive awareness of the redistricting effort and opportunities to participate in community meetings.
  - Three (3) Community Workshops, which included one (1) virtual workshop, to discuss the redistricting process and gather public input on neighborhoods and communities of interest.
  - Announcements at City Council meetings 10/19/2021, 11/2/2021, and 2/1/2022.
  - Flyers in English and Spanish to promote upcoming community meetings and public hearings for 10/23 Workshop
    - El Toro Bravo Market
    - El Metate Market
    - El Imperial Market
    - Donut shop in District 5
    - Moon Goat Coffee
    - NEAT Coffee
  - Flyers were posted and delivered on 11/23/2021 at the following locations:
    - City Hall Departments (50 flyers)
      - City Hall lobby, Finance, Development Services, Parks, Arts, and Community Services, and Public Services
    - Costa Mesa Senior Center (50 flyers)
    - Donald Dungan Library (50 flyers)
    - Balearic Community Center (50 flyers)
    - Downtown Recreation Center (50 flyers)
    - District 2
      - Juice it UP! – Mesa North Shopping Center (Community Board)  
1170 Baker St, Costa Mesa
      - Starbucks - Fairview & Baker (Community Board)  
1170 W. Baker St.
      - Starbucks - Harbor & Baker (Community Board)  
3030 Harbor Blvd.
    - District 3
      - La Michoacana – Costa Mesa (35 flyers)

- 1145 Baker St. Ste. F
  - Starbucks - Harbor & Adams (Community Board)  
2701 Harbor Blvd.
  - Starbucks - Harbor & Wilson (Community Board)  
2300 Harbor Blvd.
- District 6
  - Hola Adios Coffee Shop (Community Board)  
120 Virginia Pl. Unit 101
  - Starbucks - 17th Street Promenade (Community Board)  
250 E. 17<sup>th</sup> St.
  - Starbucks (Community Board)  
1696 Newport Blvd
  - Starbucks - Bristol & Redhill (Community Board)  
250 Bristol St.

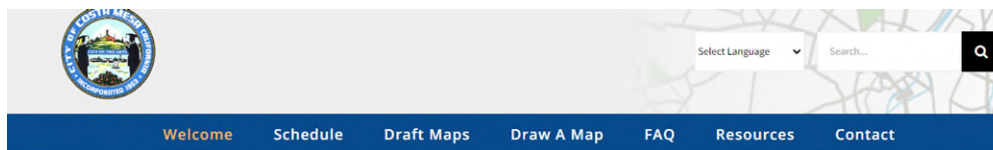
## Redistricting Website

The redistricting website [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org) was created to provide extensive resources to the public where they could learn about the redistricting process, access all the materials and meeting information, and draw maps based upon their understanding of communities of interest and submit them for consideration.

In the past six months there have been 1,056 Sessions on the City's redistricting website. A Session is the period of time a user is actively engaged with the website. The website's Sessions came from 717 Users who viewed 2,461 pages.



*Image Description: City of Costa Mesa Home Web Site Data*



## The Redistricting Process

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities. The City of Costa Mesa is asking for your help to plan and draw new City districts.

The finalized maps that you will help us create will define the six City of Costa Mesa district borders, and these new districts will impact how you elect your Council Members for the next 10 years.

Our primary goal when developing election districts is to draw lines that respect neighborhoods, history and geographical elements. So we want to know: What do you consider the boundaries of your neighborhood?

### Updates - 1/9/2021

- Thank you to those who joined us virtually on January 8th for our third community forum! The video recording can be found [here](#) (passcode C5g&v+\$Z ).
- Please continue to send us your thoughts! We welcome feedback on any or all of the maps.
- Redistrict CM Flyer (English) - 1-8-2022
- Redistrict CM Flyer (Spanish) - 1-8-2022
- Three new maps have been added to the Draft Maps page.

### Recent Updates

(12/2/2021)

*Image Description: City of Costa Mesa Home page for Redistricting*

## City Council Meetings

### August 3, 2021 Information Meeting

This was the first meeting held before the City Council. Dr. Levitt provided the presentation on the redistricting process and this was the first opportunity for the public to provide input. During the public comment period, eight individuals spoke to the Council and provided feedback. Five of the speakers requested changing to five districts instead of the current six with a mayor elected at-large. However, the City Attorney clarified the current district format was enacted by a ballot measure, and can only be changed by another ballot measure going before the voters. The City, at this time, still needs to continue to proceed with the redistricting process. Additional public comments made at the meeting were: (1) Keep the current six districts; (2) The Triangle Area should be a part of the Westside; and (3) General comments on continuity and natural boundaries. Notices of the meeting were published in both English and Spanish in the local newspaper, posted on the City website, and City Hall posting boards. A video of the public hearing is posted on the redistricting website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

### October 19, 2021 Public Hearing

This was the second meeting held before the City Council and the first public hearing. Dr. Levitt provided the presentation on the redistricting process, permissible criteria to be considered to evaluate district boundaries, and presented the official census data (State-Adjusted). During the public comment period, two individuals spoke to the Council and provided feedback. One speaker requested changing to five districts instead of the current six with a mayor elected at-large and one speaker spoke on unbalanced

representation with an at-large elected mayor. Notices of the meeting were published in both English and Spanish in the local newspaper, posted on the City website, and City Hall posting boards. A video of the public hearing is posted on the redistricting website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

#### November 16, 2021 Public Hearing

This was the second public hearing held before the City Council. Dr. Levitt provided the presentation on the redistricting process, permissible criteria to be considered to evaluate district boundaries, and the official census data (State-Adjusted). Dr. Levitt reviewed the seven draft maps submitted by the public and three draft maps prepared by NDC. During the public comment period, four individuals spoke to the Council and provided feedback. Two speakers spoke in opposition to dividing the Mesa Verde Community. One speaker spoke in support of map 108 for District 5 and that Placentia seems like a natural border for District 4. One speaker spoke in support of the process and supports map 105. Council Member Chavez spoke in support of map 108 as it extends District 4 all the way to Harbor Blvd. Council Member Harper spoke in support of keeping the Mesa Verde Community together. Mayor Pro Tem Marr spoke in support of map 108 as it keeps neighborhoods together and there is less deviation from the current map, and Council Member Harlan spoke in support of map 108 as current boundaries are mostly defined. Notices of the meeting were published in both English and Spanish in the local newspaper, posted on the City website, and City Hall posting boards. A video of the public hearing is posted on the redistricting website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

#### February 15, 2022 Public Hearing

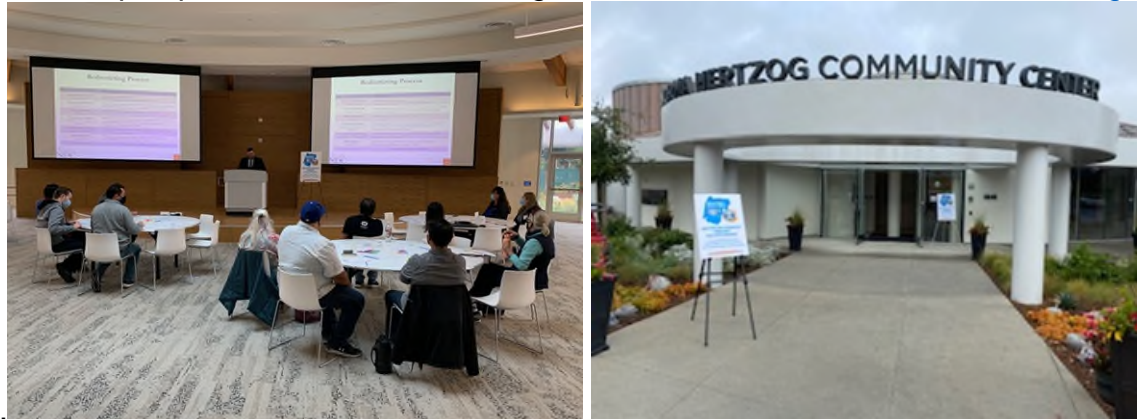
This was the third public hearing held before the City Council. Dr. Levitt provided the presentation on the redistricting process, and permissible criteria to be considered to evaluate district boundaries. Dr. Levitt reviewed the fourteen maps for consideration, ten draft maps submitted by the public and four draft maps prepared by NDC. Maps 101, 103, and 104 are not population balanced and Maps 104, 105, 106, 113, and 114 lack a majority Latino district. Therefore, it was not recommended to select these maps. One speaker spoke during the public comment period and requested that the entire Eastside area be in one district. The City Council unanimously selected draft map 115. The ordinance adopting this map will be brought forward at the 3/1/2022 City Council meeting for first reading and adoption at the 3/15/2022 meeting.

### **Community Workshops**

To help increase the level of participation, the community workshops were offered at different times and on different days of the week (one during the week in the evening and two on Saturday morning). The public workshops served as an additional forum for the community to voice their opinions on the district boundary lines, separate from the City Council public hearings, and also an opportunity to draft maps.

### Saturday, October 23, 2021 Community Workshop

This workshop was the first of three to be held in order to provide the public an opportunity to meet with the City's demographics expert, provide input, and develop their own draft District maps. Ms. Green, City Clerk, and Dr. Levitt, with National Demographics Corporation (NDC), facilitated the meeting. Sixteen members of the public attended the meeting. The information and recommendations received from the community meeting were incorporated by Dr. Levitt into the first draft district maps to be considered by the City Council on November 16, 2021. At the workshop, the public submitted three different draft maps. The materials at the workshop were available in both English and Spanish and a Spanish translator was available. Public participation kits were available for the public to take with them. The first deadline to submit draft maps was November 3, 2021. Notices of the meeting were published in both English and Spanish in the local newspaper, posted on the City website, and City Hall posting boards. A video of the workshop is posted on the redistricting website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).



*Images Description: October 23, 2022 Community Workshop*

### Wednesday, December 1, 2021 Community Workshop

This workshop was the second of three to be held in order to provide the public an opportunity to meet with the City's demographics expert, provide input, and develop their own draft District maps. Ms. Green, City Clerk, and Dr. Levitt, with National Demographics Corporation (NDC), facilitated the workshop. Nine members of the public attended the workshop. Information and recommendations received from the community meeting was incorporated by Dr. Levitt into the second round of draft district maps to be considered by the City Council. The materials at the workshop were available in both English and Spanish and a Spanish translator was available. The presentation by Dr. Levitt included a live demonstration of the Caliper Maptitude Online Redistricting tool located on the "Draw a Map" page. Public Map 111 was added (a correction and replacement to Public Map 101). Public participation kits were available for the public to take with them. The second deadline for the public to submit draft maps was December 16, 2021. A video of the public workshop is posted on the website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

Submit A New District Map By Thursday Dec. 16

DECEMBER 13, 2021

The deadline for submitting maps is this Thursday Dec. 16 by 5 p.m. in order to be considered for the upcoming Jan. 8 Community Workshop.

To create a new map, the public can learn more about the mapping tools that are available [here on the City website](#) and draw their own map.

The City of Costa Mesa is seeking the public's help to review and revise the City districts as required by state law and discuss the currently proposed draft maps.

### Modifying the Districts in the Plan

About the Mapitude for Online Redistricting Map Window

The map window contains several components:

1. Map tools are used to change the map scale and get information about the features in a map.
2. [Callout to the map area]
3. [Callout to the districts list table]
4. [Callout to the map controls panel]
5. [Callout to the changes panel]

*Images Description: Information on Drawing a Map*

## Saturday, January 8, 2022 Community Workshop via Zoom

This workshop was the third and last to be held in order to provide the public an opportunity to meet with the City's demographics expert, provide input, and develop their own draft District maps. Ms. Green, City Clerk, and Dr. Levitt, with National Demographics Corporation (NDC), facilitated the workshop. Four members of the public attended the meeting. The materials at the workshop were available in both English and Spanish and a Spanish translator was available. The presentation by Dr. Levitt included a review of the draft maps while using the interactive map tool. Dr. Levitt also reviewed the online mapping tools available to the public. The last deadline for the public to submit draft maps was January 27, 2022 in order to be considered for the February 15, 2022 public hearing. A video of the public workshop is posted on the website at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

## Written Public Comments

Seven written public comments were received. Four were opposed to dividing the Mesa Verde community, two were in support of Map 103 and not to divide communities, and one supported incorporating urban design when drawing maps.

## ATTACHMENTS

1. 08/3/2021 – Agenda Report & Presentation
2. 10/19/2021 – Agenda Report & Presentation
3. 11/16/2021 – Agenda Report & Presentation
4. 02/15/2022 – Agenda Report & Presentation
5. Community Workshop Materials
6. Public Hearing Notices
7. Press Releases
8. Outreach Materials
9. Redistricting Toolkit



## ***CITY COUNCIL AGENDA REPORT***

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**MEETING DATE: AUGUST 3, 2021**

**ITEM NUMBER: PH-1**

**SUBJECT: PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE REDISTRICTING PROCESS**

**DATE: JULY 15, 2021**

**FROM: CITY MANAGER'S OFFICE**

**PRESENTATION BY: BRENDA GREEN, CITY CLERK**

**FOR FURTHER INFORMATION CONTACT: Brenda Green, City Clerk (714) 754-5221**

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### **RECOMMENDATION:**

Staff recommends the City Council:

1. Receive the staff report on the redistricting process and permissible criteria to be considered to evaluate district boundaries.
2. Conduct a public hearing to receive public input.

### **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 population. 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:

- At least one hearing must occur before the City draws draft maps (8/3/2021)
- At least two hearings must happen after the drawing of draft maps
- The fourth hearing can happen either before or after the drawing of draft maps
- City staff or consultants may hold a public workshop instead of one of the required public redistricting hearings

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while evaluating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code for cities (Section 21601(c) / 21621(c)) is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
  - (1) Similar levels of income, education, or linguistic isolation;
  - (2) Languages spoken at home; and
  - (3) Single-family and multi-family housing unit areas.

The next steps are to conduct community meetings to seek additional public input on suggested criteria for consideration on drafting district maps. Attached is the tentative timeline for the redistricting process.

In addition, the City will have a dedicated webpage where the draft district maps will be posted. The districting webpage will include online mapping tools and an Interactive Review Map.

### **ANALYSIS:**

At the conclusion of each United States Census process, the City must conduct a process to analyze population data in order to evaluate district boundaries to ensure that districts are substantially equal in population. The California Voting Rights Act has additional provisions with the purpose of ensuring equal access to voting and representation.

### **ALTERNATIVES CONSIDERED:**

The City Council may discuss and take other action related to this item.

### **FISCAL REVIEW:**

There is no fiscal impact associated with this public hearing. However, 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 as to form.

### **CONCLUSION:**

Staff recommends the City Council:

1. Receive the staff report on the redistricting process and permissible criteria to be considered to evaluate district boundaries.
2. Conduct a public hearing to receive public input.

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BRENDA GREEN  
City Clerk

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KIMBERLY HALL BARLOW  
City Attorney

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CAROL MOLINA  
Finance Director

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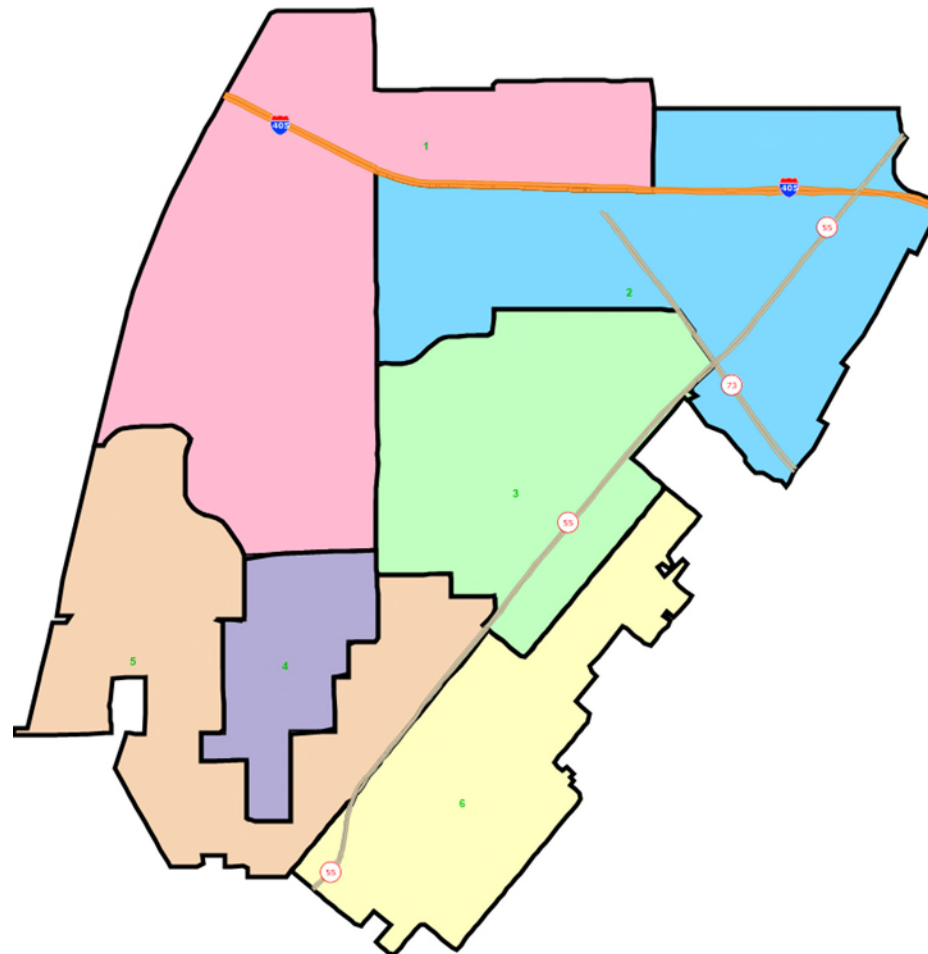
SUSAN PRICE  
Assistant City Manager

ATTACHMENT: 1. [Tentative Timeline](#)

**REDISTRICTING – TENTATIVE SCHEDULE**

<b>Public Hearing #1 – 7 pm</b> Council Chambers August 3, 2021	<b>A minimum of one hearing held prior to the release of draft maps.</b> Education on VRA, FAIR, MAPS Act, and redistricting. Public input on communities of interest. Orientation on mapping tools.
<b>Community Forum</b> District 1, Thursday September 23, 6:00 p.m. Location TBD	<b>Public Outreach</b> Public input on communities of interest Orientation on mapping tools.
<b>Community Forum</b> District 3, Saturday Sept. 25, 2021 10:00 a.m. City Hall/Community Room	<b>Public Outreach</b> Public input on communities of interest Orientation on mapping tools.
<b>Public Hearing #2</b> October 12, 2021 Study Session 5:00 p.m. and Mapping workshop	Present the official 2020 Census data (Available late September) to the Council followed by a mapping workshop.
<b>Community Workshop</b> Saturday October 23, 2021 10:00 a.m. at Community Center – District 5	Public workshop on drafting maps and public input on communities of interest. Orientation on mapping tools.
<b>Initial Deadline for Public to Submit Maps</b> At Least 10 days prior to PH#3 November 3, 2021	It is recommended all draft maps be posted on the website 72 hours in advance with the agenda. Members of the public will have additional opportunities to submit revisions.
<b>Public Hearing #3 7:00 p.m.</b> November 16, 2021 City Council Meeting	<b>A minimum of two hearings held to discuss and revise the draft maps and to discuss the election sequencing.</b> Maps cannot be released earlier than three weeks after State redistricting database is available;
<b>Deadline for Public to Submit Maps</b> December 16, 2021	<b>Final map must be posted 7 days prior to adoption.</b>
<b>Public Hearing #4 and Introduce Ordinance</b> January 18, 2022 7:00 p.m.	<b>Hearing to discuss and select final map.</b> If any map revisions are made, the map must be redrawn and re-posted 7 days prior to adoption.
<b>Final Adoption of Ordinance</b> February 1, 2022	Final adopt of ordinance typically must be held at a regular meeting (not a special meeting).

7/21/2021



# City of Costa Mesa

## Introduction to Redistricting

Aug. 3, 2021

Dr. Justin Levitt, Vice President  
National Demographics Corporation

# Redistricting Process

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Step	Description
<b>Initial Hearing</b> August 3, 2021	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
<b>Census Data Release</b> August 16, 2021	Census Bureau releases official 2020 Census population data; official state prisoner-adjusted counts to be released by October 1, 2021
<b>Community Forums</b> September 23 & 25; October 23	Workshops held at different locations throughout the community to provide training on the tools and take public comment.
<b>Public Hearing 2</b> October 12 (5:00 pm)	Formally present 2020 data to Census and conduct a workshop/hearing
<b>Two Draft Map Hearings</b> November 16 & January 18	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
<b>Map Adoption</b> February 1, 2022	Final map must be posted at least 7 days prior to adoption. State deadline for adoption is April 17, 2022

# Redistricting Rules and Goals

## 1. Federal Laws

**Equal Population**  
**Federal Voting Rights Act**  
**No Racial Gerrymandering**



## 2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**  
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**  
(Do not bypass one group of people to get to a more distant group of people)

**Prohibited:** “Shall not favor or discriminate against a political party.”

## 3. Other Traditional Redistricting Principles

**Minimize voters shifted to different election years**

**Respect voters’ choices / continuity in office**

**Future population growth**

**Preserving the core of existing districts**

# Defining Neighborhoods

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**1<sup>st</sup> Question: What is your neighborhood?**

**2<sup>nd</sup> Question: What are its geographic boundaries?**

**Examples of physical features defining a neighborhood boundary:**

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

**In the absence of public testimony, planning records and other similar documents may provide definition.**



# Beyond Neighborhoods: Defining Communities of Interest

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## 1<sup>st</sup> Question: What defines your community?

- Geographic Area, plus
- Shared issue or characteristic
  - Shared social or economic interest
  - Impacted by county policies
- Tell us “your community’s story”

## 2<sup>nd</sup> Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

# Beyond Neighborhoods: Communities

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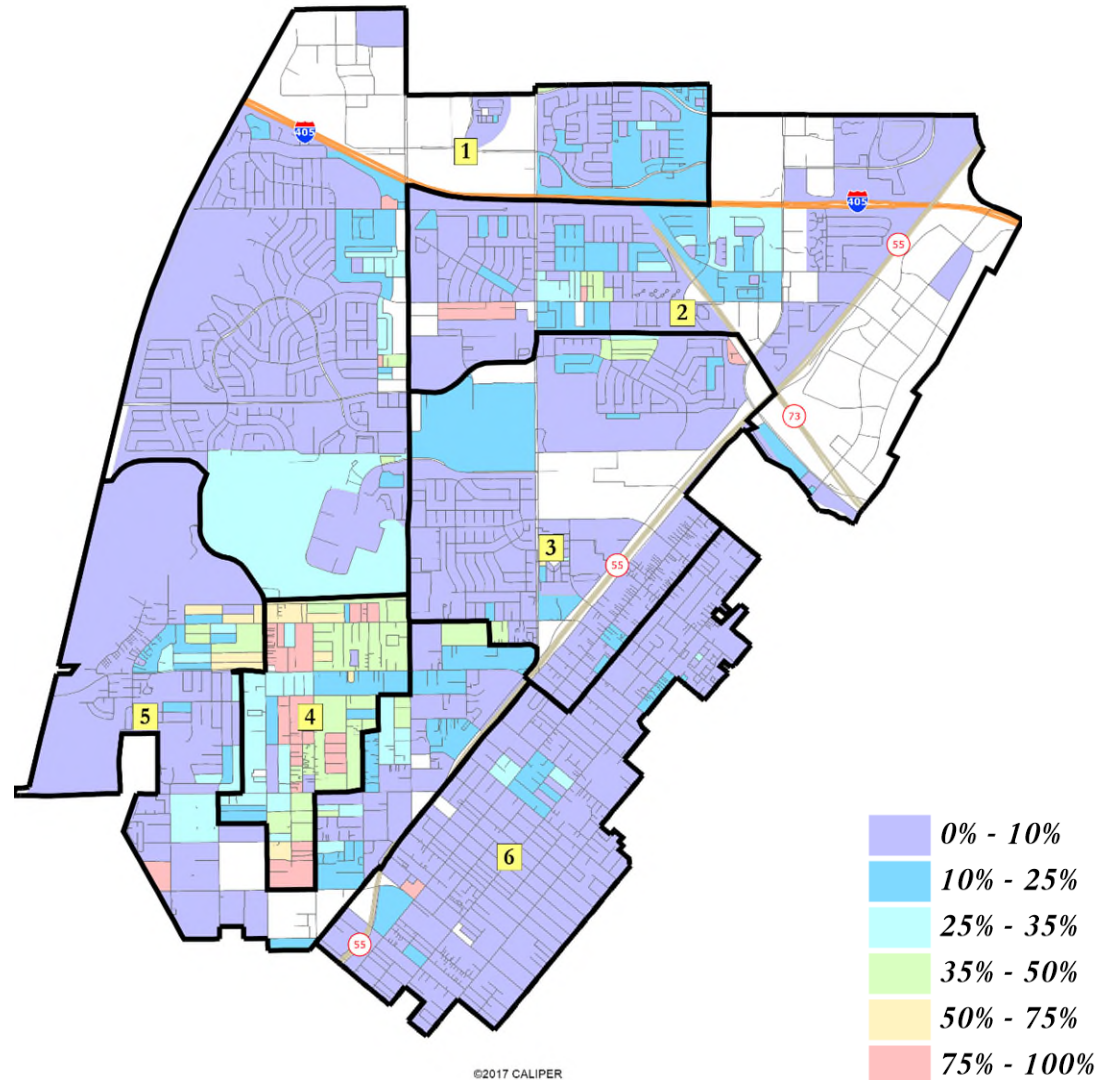
Under the California Elections Code, “community of interest” has a very specific definition in the context of districting and redistricting cities and counties:

A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.

Communities of interest do not include relationships with political parties, incumbents, or political candidates.

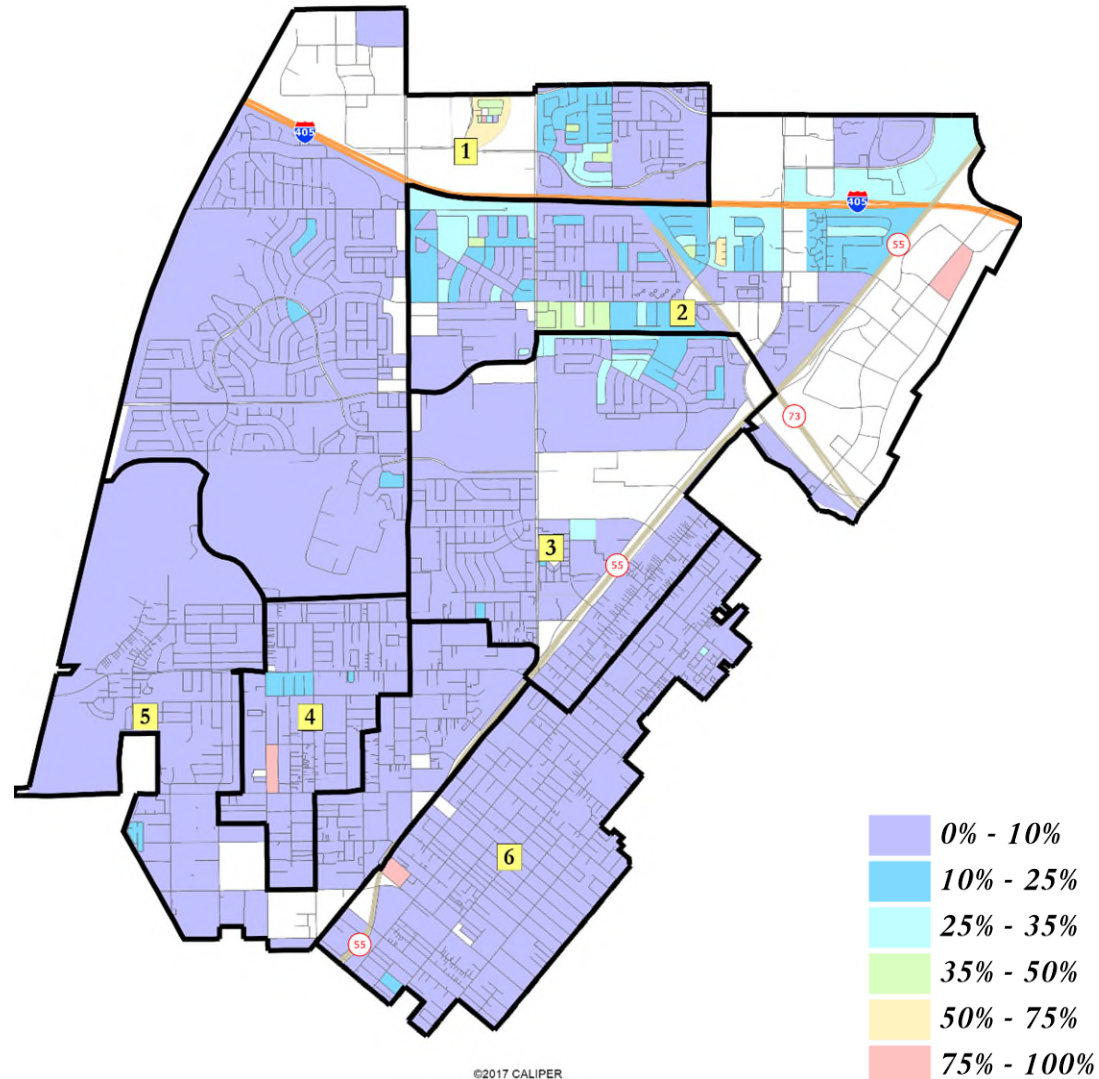
(emphasis added)

# Latino Citizen Voting Age Population



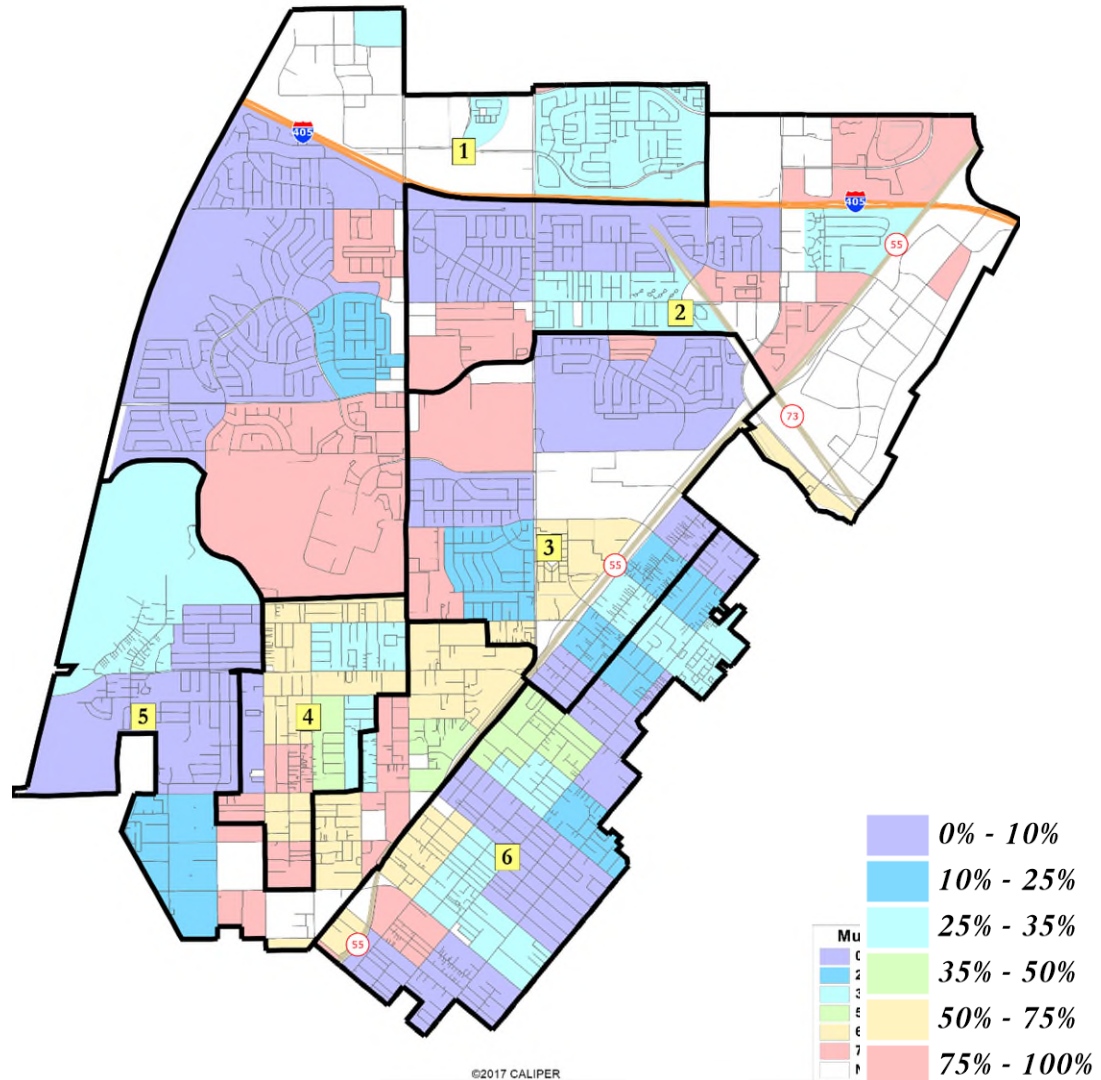
©2017 CALIPER

# Asian-American Citizen Voting Age Population

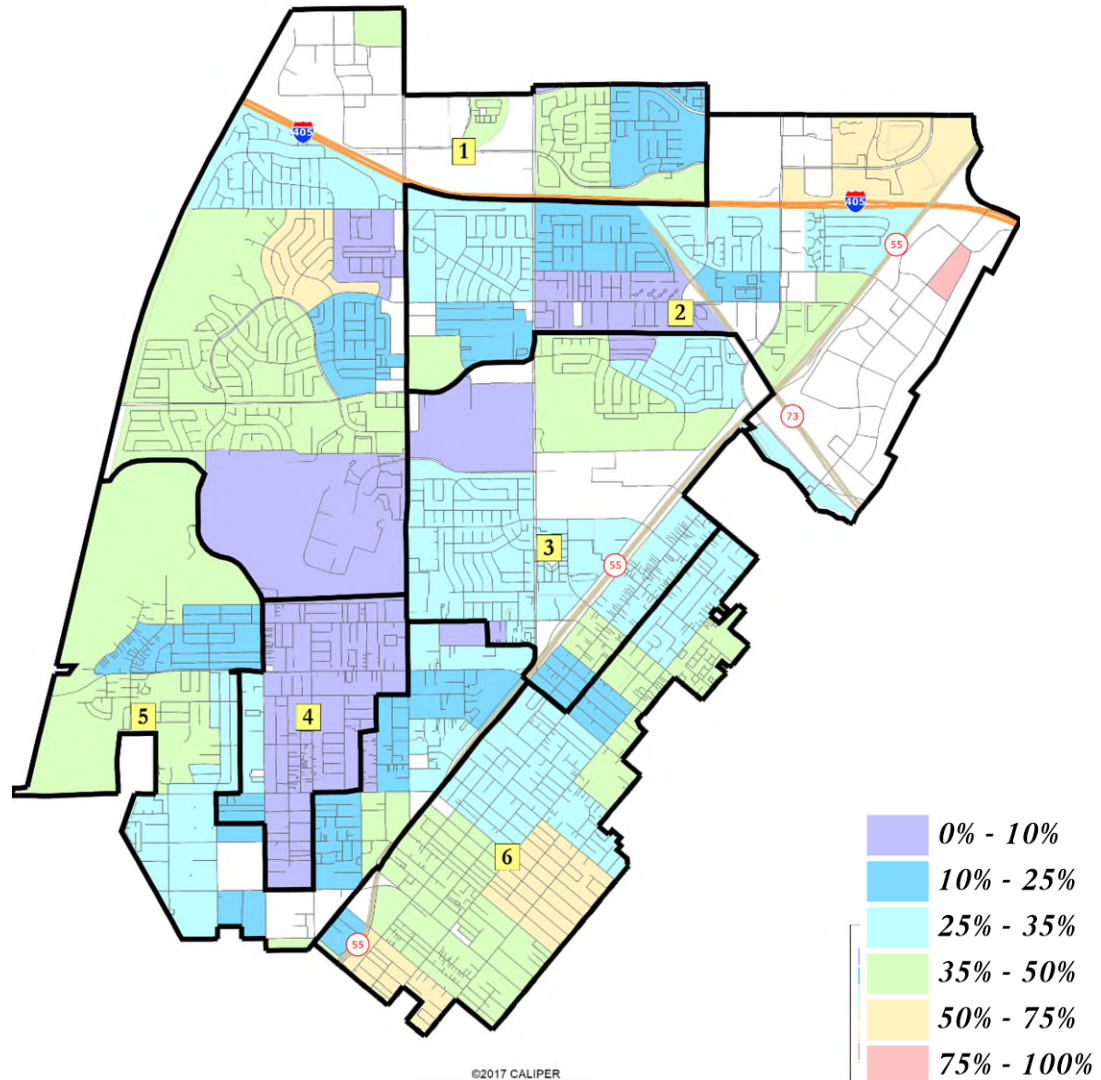


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# Multi-Family Housing



# BA/BS or Higher Degree



# Public Mapping and Map Review Tools

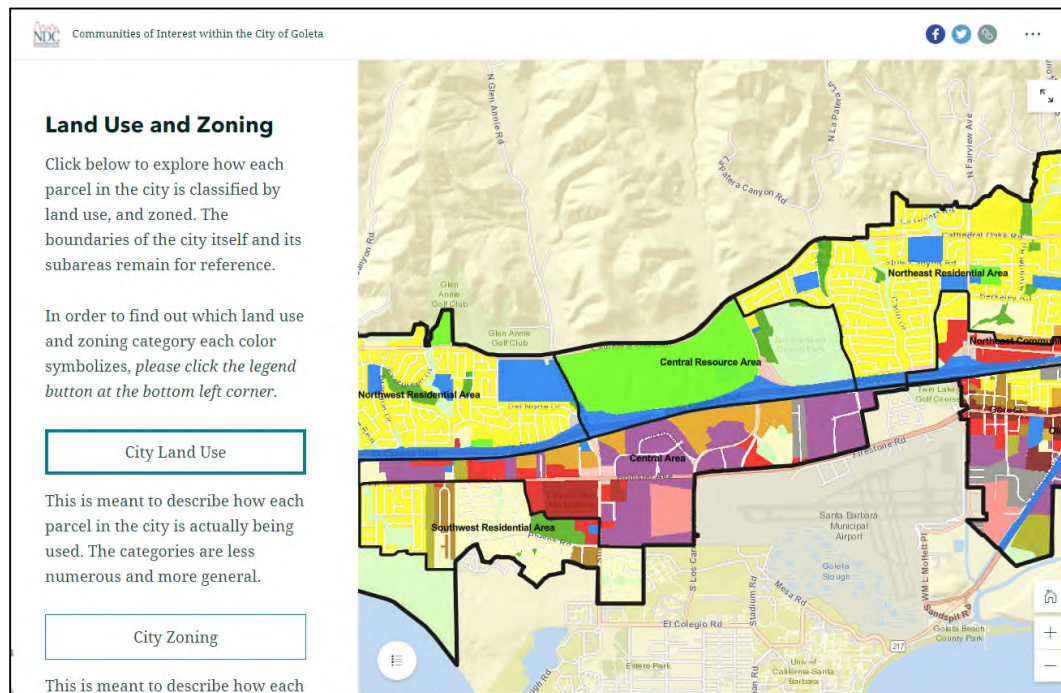
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- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
  - Simple “review draft maps” tool
  - Easy-to-use “Draw your neighborhood” tool
  - Paper- and Excel-based simple “Draw a draft map” tools
  - Powerful, data-rich “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

# Story Map

- Easy to use “story” of demographic and other data
  - Similar to PowerPoint, but interactive
  - Used to identify “communities of interest”
  - Sample map from Goleta



# Simple Map Drawing Tool

## Paper “Public Participation Kit”

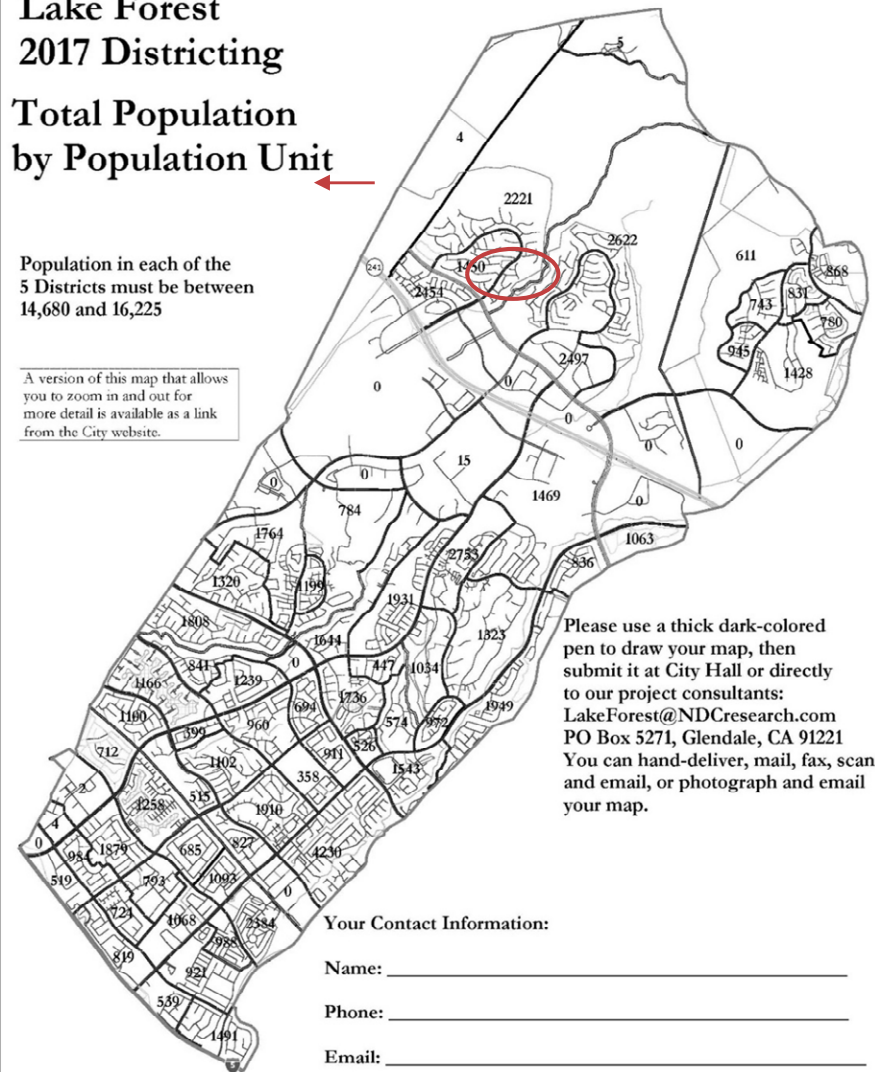
- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

### Lake Forest 2017 Districting

### Total Population by Population Unit

Population in each of the  
5 Districts must be between  
14,680 and 16,225

A version of this map that allows  
you to zoom in and out for  
more detail is available as a link  
from the City website.



©2015 CALIPER

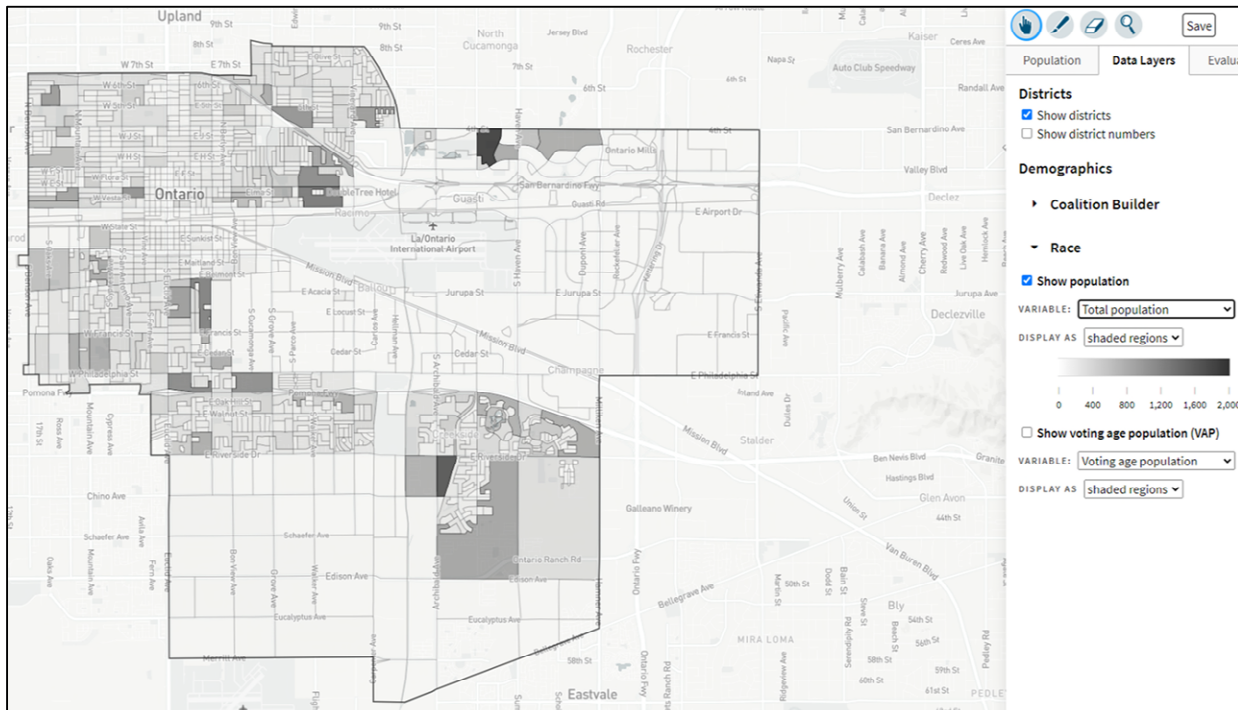
National Demographics Corporation, July 30, 2017



# DistrictR

## “Draw Your Community of Interest” focus

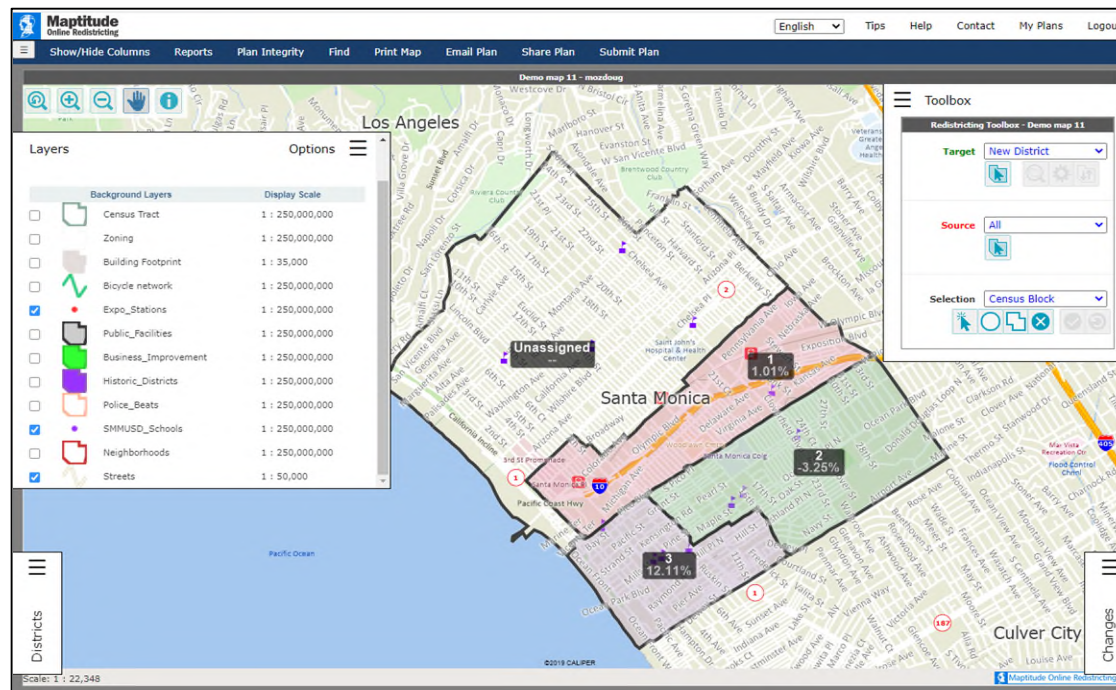
- Also includes simple district-mapping tool
- Only available in English
- Similar external options: [Representable.org](http://Representable.org), [DrawMyCACommunity.org](http://DrawMyCACommunity.org)



# Caliper's “Maptitude Online Redistricting”

## Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- [Quick Start Guide](#)



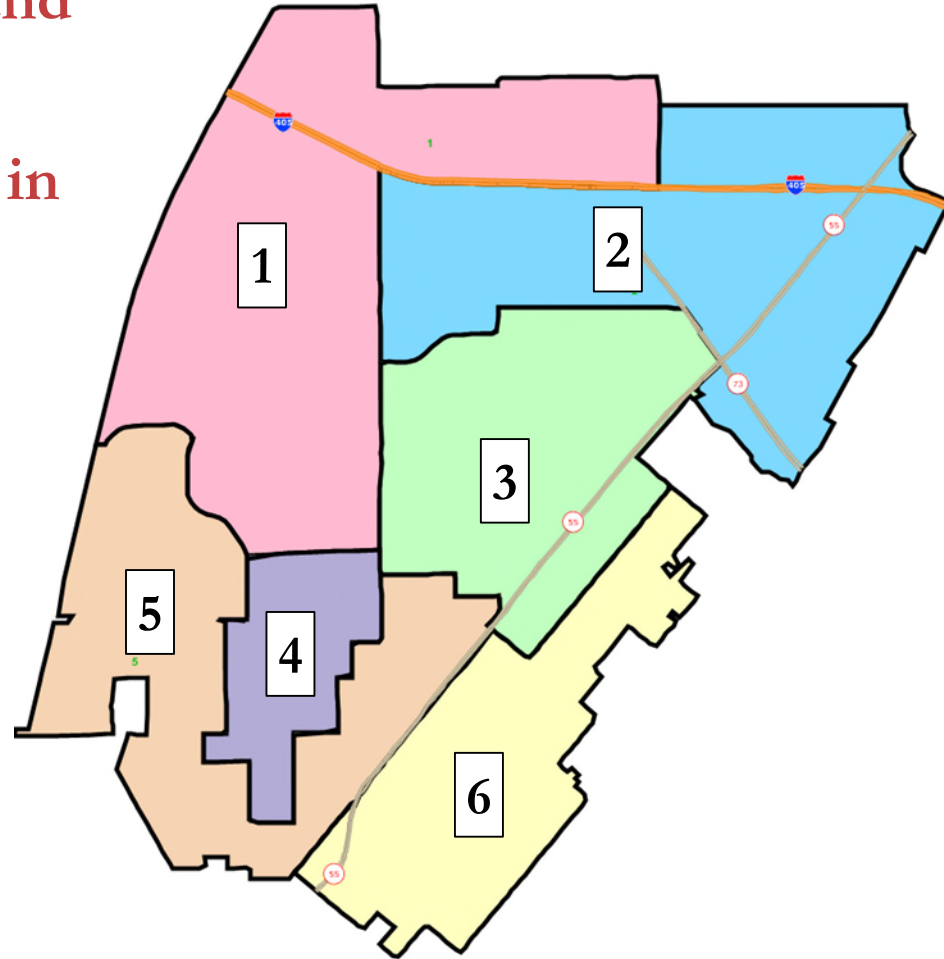
# Public Hearing & Discussion

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What is your neighborhood and what are its boundaries?

What other notable areas are in the City, and what are their boundaries?

Any questions about the mapping tools?



©2017 CALPER

# Share Your Thoughts

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## Phone

714-754-5225 (City Clerk's Office)

## Email

[Redistricting@costamesaca.gov](mailto:Redistricting@costamesaca.gov)



# City of Costa Mesa

## Agenda Report

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**File #:** 21-408

**Meeting Date:** 10/19/2021

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**TITLE:**

REDISTRICTING PROCESS USING THE OFFICIAL 2020 CENSUS DATA

**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:

1. Receive and discuss the official 2020 Census data (State-Adjusted), the redistricting process and permissible criteria to be considered to evaluate district boundaries.
2. Conduct a public hearing to receive public input.

**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)
- Hearing to discuss and select final map, introduction of Ordinance (2/15/2022)
- Second reading and final adoption of map (3/1/2022)

### **ANALYSIS:**

At the conclusion of each United States Census process, the City must conduct a process to analyze population data in order to evaluate district boundaries to ensure that districts are substantially equal in population. The California Voting Rights Act has additional provisions with the purpose of ensuring equal access to voting and representation.

The purpose of this public hearing is to inform the public on the 2020 Census data. Also to discuss the redistricting process and to hear from the community on what factors should be taken into consideration while evaluating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code for cities (Section 21601(c) / 21621(c)] is "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
  - (1) Similar levels of income, education, or linguistic isolation;
  - (2) Languages spoken at home; and
  - (3) Single-family and multi-family housing unit areas.

The next steps are to conduct public workshops to seek public input on suggested criteria for consideration on drafting district maps. The following dates are scheduled:

- 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. Location TBD.

Also, attached is the tentative timeline for the redistricting process.

In addition, the City has a dedicated webpage that includes online mapping tools and an Interactive Review Map. The draft district maps will also be posted on the webpage at [Redistrict Costa Mesa](https://redistrictcostamesa.org/)  
<<https://redistrictcostamesa.org/>>

#### **ALTERNATIVES:**

The City Council may discuss and take other action related to this item.

#### **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:

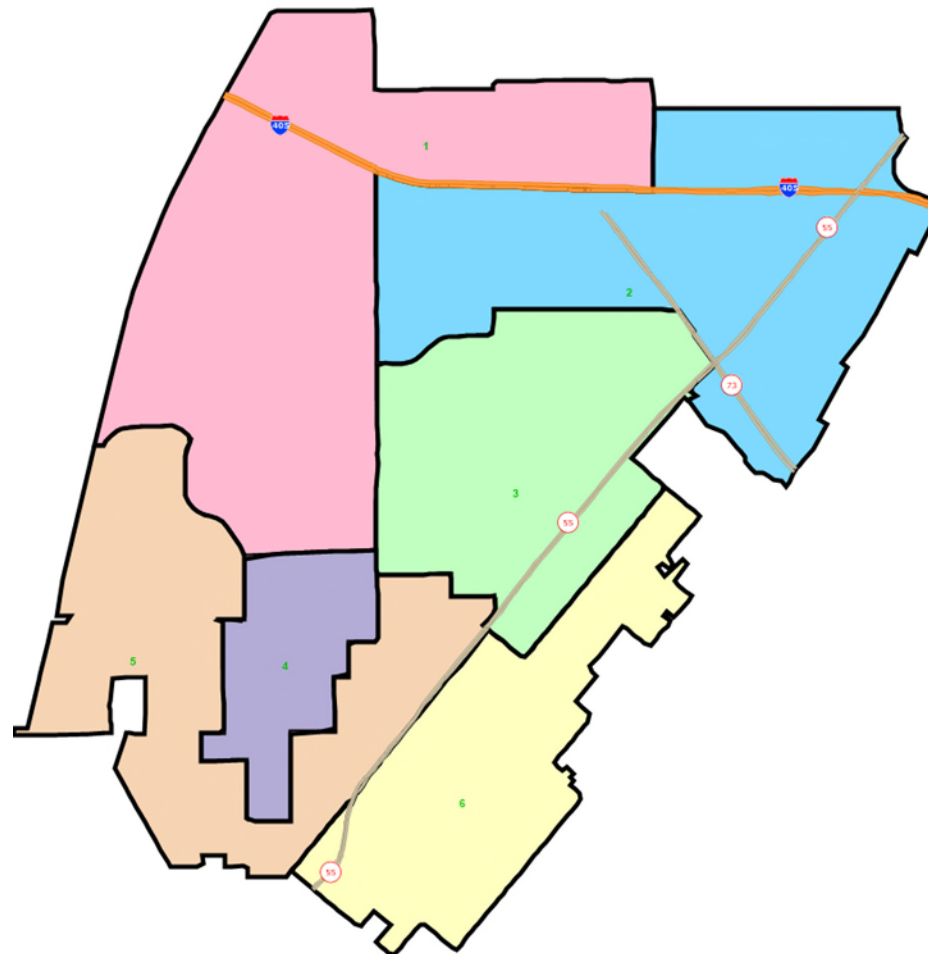
1. Receive and discuss the official 2020 Census Data (State-Adjusted), the redistricting process and permissible criteria to be considered to evaluate district boundaries.
2. Conduct a public hearing to receive public input.

<b>City of Costa Mesa - Current Districts - 2020 Census (State-Adjusted)</b>								
<b>District</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
<b>2020</b>	2020 Est. Total Pop	19,636	19,506	17,709	17,483	19,006	18,797	112,137
	Deviation from ideal	947	817	-981	-1,207	317	108	2,153
	% Deviation	5.06%	4.37%	-5.25%	-6.46%	1.69%	0.58%	11.52%
2020 Total Pop	% Hisp	24%	31%	32%	77%	42%	16%	36%
	% NH White	56%	45%	53%	16%	46%	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	14,607	14,484	12,107	7,653	11,817	14,283	74,953
	% Hisp	17%	21%	18%	57%	28%	12%	23%
	% NH White	67%	52%	69%	33%	62%	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	12,794	10,916	10,126	5,719	10,224	12,818	62,597
	% Latino est.	15%	22%	19%	54%	24%	10%	21%
	% Spanish-Surnamed	14%	20%	18%	49%	22%	9%	19%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	76%	62%	75%	43%	70%	85%	71%
	% NH Black	2%	6%	2%	1%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	8,434	6,068	6,125	2,933	6,003	8,194	37,757
	% Latino est.	11%	18%	15%	50%	22%	8%	17%
	% Spanish-Surnamed	11%	17%	14%	46%	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%	67%	78%	47%	72%	86%	75%
	% NH Black	2%	5%	1%	1%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	11,294	9,182	8,720	4,488	8,647	11,403	53,734
	% Latino est.	14%	21%	18%	51%	23%	9%	19%
	% Spanish-Surnamed	13%	19%	16%	46%	21%	9%	18%
	% Asian-Surnamed	7%	10%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	77%	63%	76%	46%	71%	85%	73%
	% NH Black est.	2%	6%	2%	1%	2%	2%	2%
ACS Pop. Est.	Total	20,175	19,418	17,139	19,075	18,260	19,158	113,224
Age	age0-19	23%	17%	22%	32%	22%	22%	23%
	age20-60	55%	71%	60%	59%	63%	61%	61%
	age60plus	22%	12%	18%	9%	15%	18%	16%
Immigration	immigrants	19%	26%	24%	42%	29%	12%	25%
	naturalized	56%	60%	52%	25%	34%	56%	44%
Language spoken at home	english	71%	62%	67%	25%	57%	84%	61%
	spanish	16%	18%	23%	70%	37%	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"	9%	12%	12%	33%	20%	4%	15%
Education (among those age 25+)	hs-grad	39%	37%	39%	39%	41%	34%	38%
	bachelor	30%	32%	29%	13%	22%	37%	28%
	graduatedegree	15%	13%	12%	5%	12%	17%	13%
Child in Household	child-under18	29%	22%	27%	49%	29%	28%	30%
Pct of Pop. Age 16+	employed	66%	79%	72%	70%	73%	75%	73%
Household Income	income 0-25k	11%	10%	12%	19%	14%	11%	12%
	income 25-50k	15%	12%	18%	23%	17%	12%	15%
	income 50-75k	15%	16%	14%	22%	17%	13%	16%
	income 75-200k	42%	54%	43%	30%	43%	45%	44%
	income 200k-plus	17%	9%	12%	6%	9%	19%	12%
Housing Stats	single family	58%	31%	54%	37%	51%	64%	50%
	multi-family	42%	69%	46%	63%	49%	36%	50%
	rented	48%	75%	58%	79%	60%	55%	62%
	owned	52%	25%	42%	21%	40%	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.								

## REDISTRICTING – TENTATIVE SCHEDULE

<b>Public Information Hearing – 7 pm</b> City Council Meeting/Council Chambers August 3, 2021	Education on VRA, FAIR, MAPS Act, and redistricting. Public input on communities of interest.
<b>Public Information Hearing #1 – 7 pm</b> City Council Meeting/Council Chambers October 19, 2021	<b>A minimum of one hearing held prior to the release of draft maps.</b> Present the official 2020 Census data to the Council. Education on VRA, FAIR, MAPS Act, and redistricting. Public input on communities of interest and secondary areas.
<b>Community Workshop</b> Saturday, October 23, 2021 10:00 a.m. at Community Center – District 5	Public workshop on drafting maps and public input on communities of interest. Orientation on mapping tools.
<b>Initial Deadline for Public to Submit Maps</b> November 4, 2021	Initial deadline for map submissions prior to Public Hearing #2. Members of the public may continue to submit draft maps for future hearings.
<b>Public Hearing #2 – 7pm</b> City Council Meeting, Council Chambers November 16, 2021	Discuss and revise the draft maps. Discuss election sequencing. Identify focus maps. Members of the public may continue to submit draft maps.
<b>Community Workshop</b> Wednesday, December 1, 2021 6:00 p.m. at City Hall Community Room	Public workshop on drafting maps and public input on communities of interest. Orientation on mapping tools. Members of the public may continue to submit draft maps for future hearings.
<b>Community Workshop</b> Saturday, January 8, 2022 10:00 a.m. Location TBD	Public workshop on drafting maps and public input on communities of interest. Orientation on mapping tools.
<b>Deadline for Public to Submit Maps</b> January 27, 2022	<b>Deadline for map submissions before Public Hearing #3.</b>
<b>Public Hearing #3 &amp; Introduce Ordinance – 7pm</b> City Council Meeting/Council Chambers February 15, 2022	<b>Hearing to discuss and select final map and introduce Ordinance</b> If any map revisions are made, the map must be redrawn and re-posted 7 days prior to adoption.
<b>Final Adoption of Ordinance</b> City Council Meeting/Council Chambers March 1 or 15, 2022	Second reading and final adoption of map at regular City Council meeting. <b>Final map must be posted 7 days prior to adoption.</b>

The first election with new districts – November 2022.



# City of Costa Mesa

## Introduction to Redistricting

Oct 19, 2021

Dr. Justin Levitt, Vice President  
National Demographics Corporation

# Redistricting – Why Now?

- ❑ Costa Mesa moved to districts in 2017 after voters approved Measure EE in November 2016
- ❑ Costa Mesa election used districts for first time in 2018 for Districts 3, 4, 5 and in 2020 for Districts 1, 2, 6
- ❑ Redistricting is required when the decennial Census data is released, once every ten years
- ❑ Due to the pandemic, delays in receiving the Census data have delayed states, counties, cities, and other jurisdictions throughout California and the US
- ❑ New laws like the Fair Maps Act have changed how districts are drawn and how the process is conducted

# Redistricting Process

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Step	Description
<b>Informational Session</b> August 3, 2021	Explain the redistricting process Educate and solicit input on communities of interest
<b>Census Data Release</b> August 16, 2021	Census Bureau releases official 2020 Census population data; official state prisoner-adjusted counts to be released on Sept 20, 2021
<b>Public Hearing 1</b> October 19	Educate and solicit input on communities of interest
<b>Community Forums</b> October 23, December 1 & January 8	Workshops held at different locations throughout the community to provide training on the tools and take public comment on communities of interest/draft maps
<b>Two Draft Map Hearings</b> November 16 & February 15	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
<b>Map Adoption</b> March 2022	Final map must be posted at least 7 days prior to adoption. State deadline for adoption is April 17, 2022
November 2022	<b>First Election with new districts</b>

# Redistricting Rules and Goals

## 1. Federal Laws

Equal Population  
Federal Voting Rights Act  
No Racial Gerrymandering



## 2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**  
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**  
(Do not bypass one group of people to get to a more distant group of people)

**Prohibited: “Shall not favor or discriminate against a political party.”**

## 3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years

Respect voters’ choices / continuity in office

Future population growth

Preserving the core of existing districts

# Defining Neighborhoods

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**1<sup>st</sup> Question: What is your neighborhood?**

**2<sup>nd</sup> Question: What are its geographic boundaries?**

**Examples of physical features defining a neighborhood boundary:**

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

**In the absence of public testimony, planning records and other similar documents may provide definition.**



# Beyond Neighborhoods: Defining Communities of Interest

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## 1<sup>st</sup> Question: What defines your community?

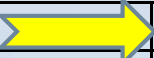

- Geographic Area, plus
- Shared issue or characteristic
  - Shared social or economic interest
  - Impacted by county policies
- Tell us “your community’s story”

## 2<sup>nd</sup> Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

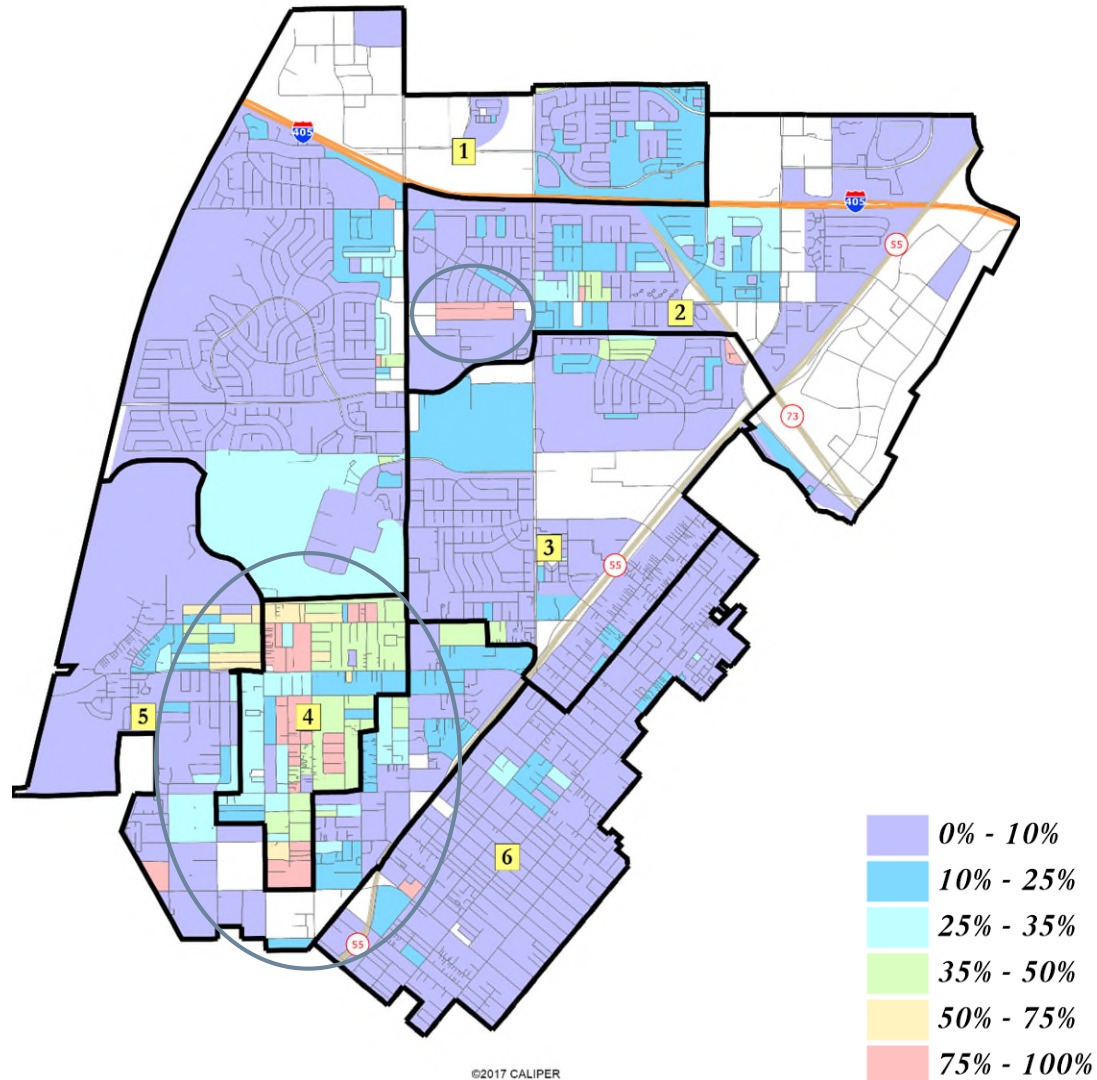
# Demographic Summary of Existing Districts

District		1	2	3	4	5	6	Total
2020 	2020 Est. Total Pop	19,636	19,506	17,709	17,483	19,006	18,797	112,137
	Deviation from ideal	947	817	-981	-1,207	317	108	2,153
	% Deviation	5.06%	4.37%	-5.25%	-6.46%	1.69%	0.58%	11.52%
2020 Total Pop	% Hisp	24%	31%	32%	77%	42%	16%	36%
	% NH White	56%	45%	53%	16%	46%	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	14,607	14,484	12,107	7,653	11,817	14,283	74,953
	% Hisp	17%	21%	18%	57%	28%	12%	23%
	% NH White	67%	52%	69%	33%	62%	80%	63%
	% NH Black	3%	5%	2%	1%	2%	1%	2%
	% Asian/Pac.Is.	12%	21%	10%	7%	8%	6%	11%

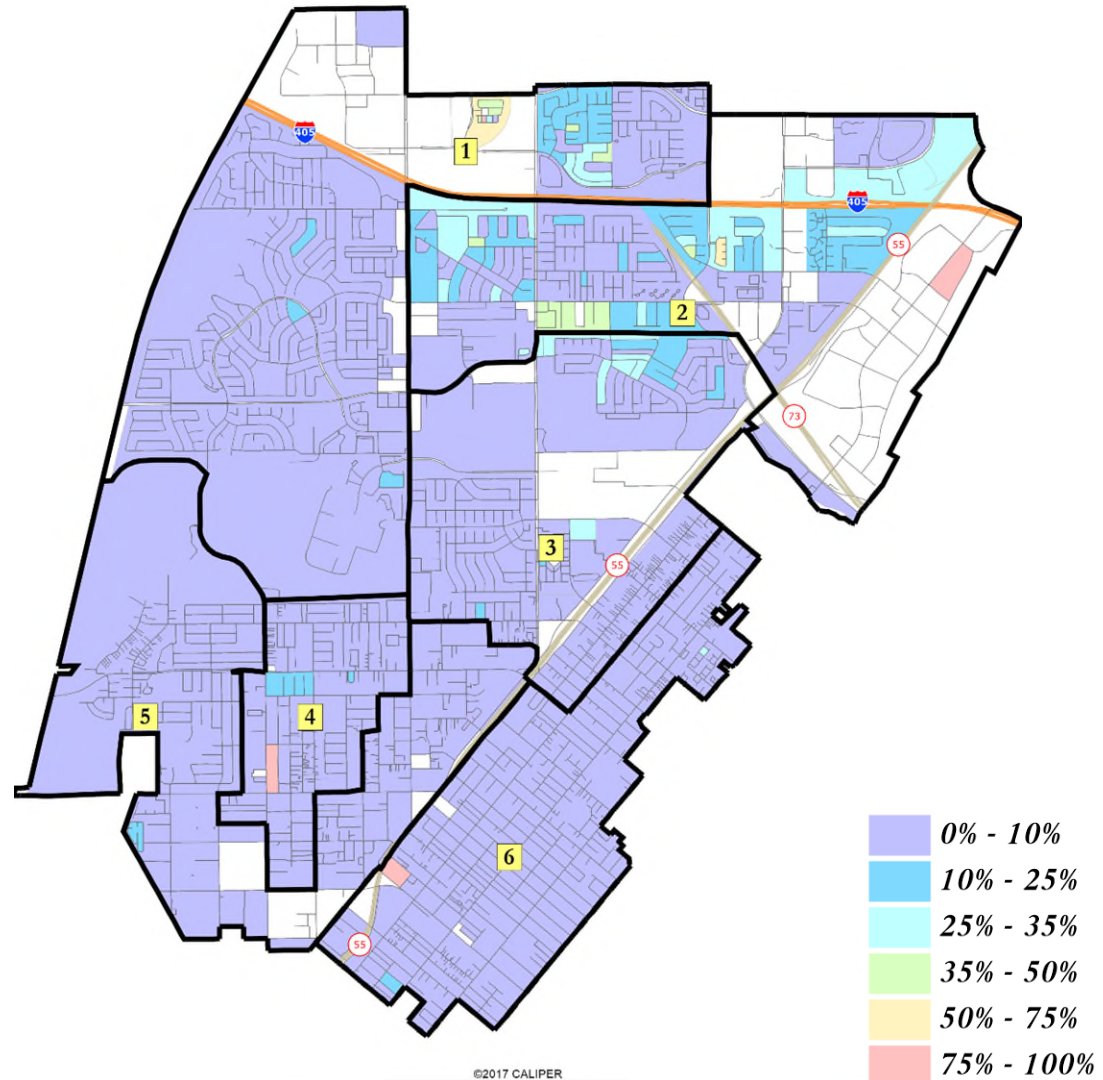
Estimates using official 2020 State-Adjusted Census Data

Each of the 6 districts must contain about 18,690 people.

# Latino Citizen Voting Age Population

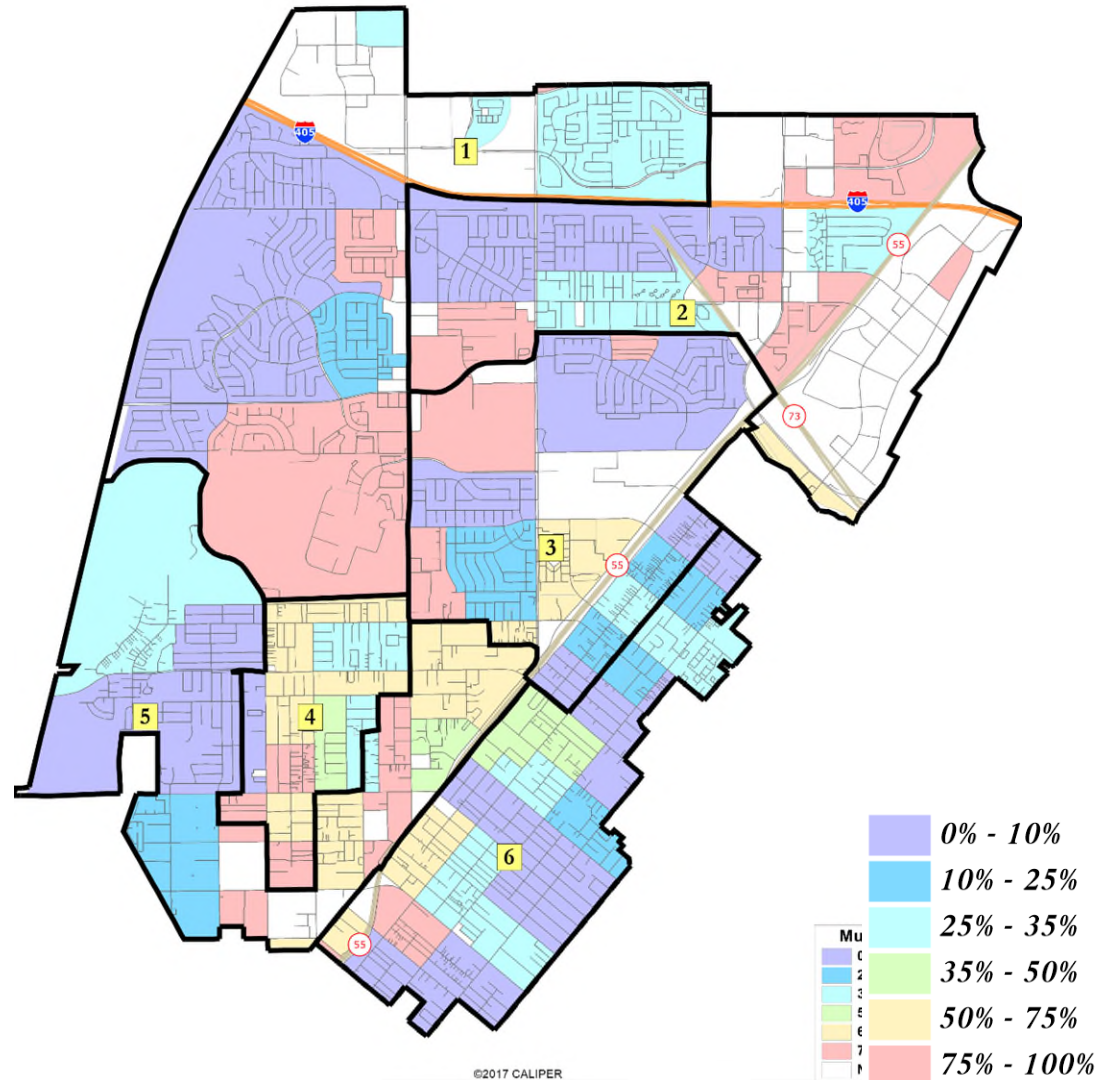


# Asian-American Citizen Voting Age Population



©2017 CALIPER

# Multi-Family Housing



©2017 CALIPER

# Public Mapping and Map Review Tools

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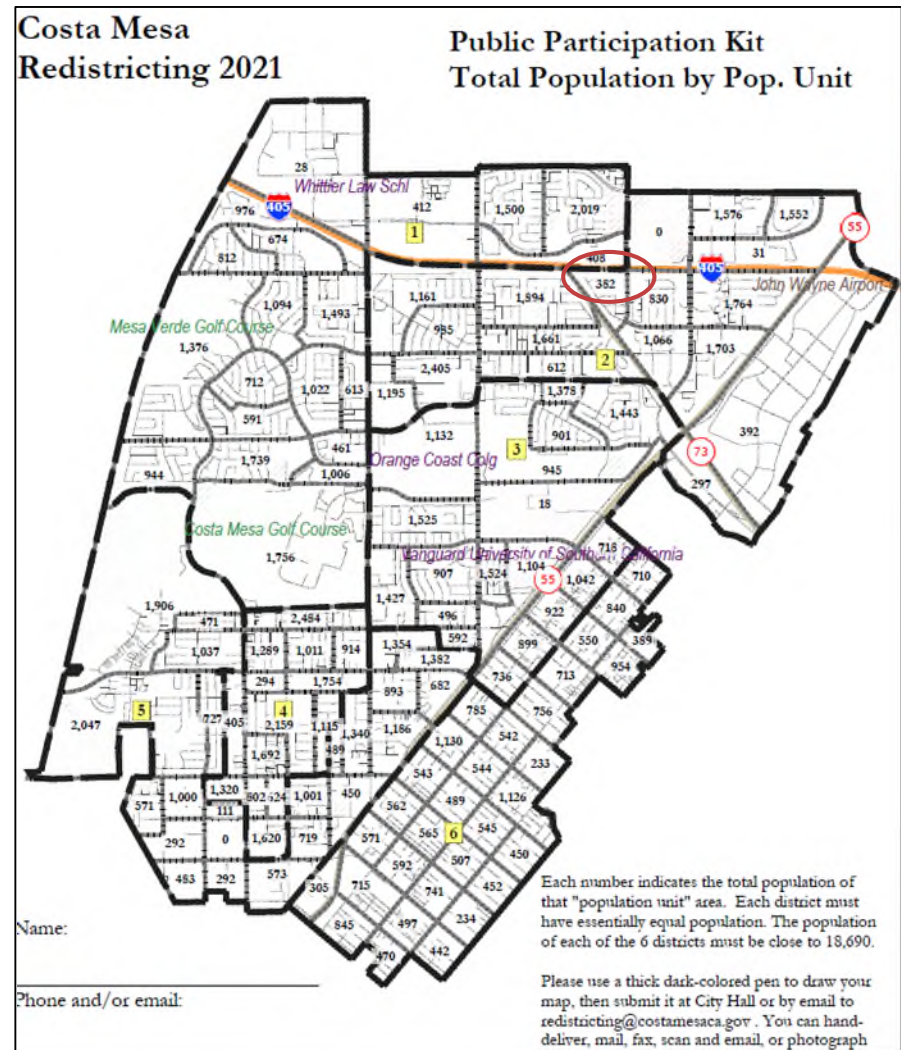
- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
  - Simple “review draft maps” tool
  - Easy-to-use “Draw your neighborhood” tool
  - Paper- and Excel-based simple “Draw a draft map” tools
  - Powerful, data-rich “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

# Simple Map Drawing Tool

## Paper “Public Participation Kit”

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers



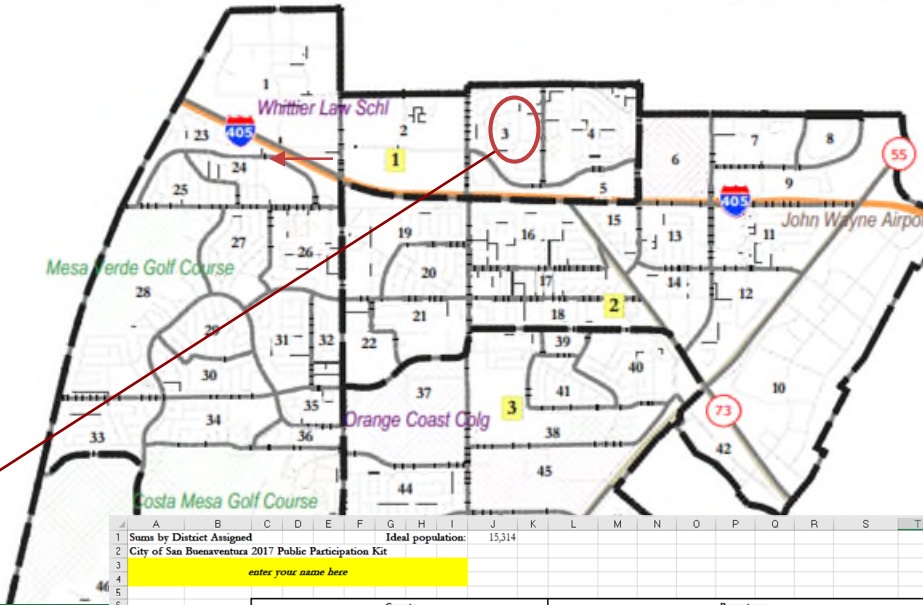
# Simple Map Drawing Tool + Excel Supplement

## “Public Participation Kit”

- For those who know Excel and do not wish to use online tools
- Adds Citizen Voting Age Population (CVAP) data
- Excel does the math

Costa Mesa  
Redistricting 2021

Public Participation Kit  
Unidades de Población por número



AutoSave Off Lake Forest 5-district Kit\_ENG.xlsx Search

File Home Insert Page Layout Formulas Data Review View Help Acrobat

Cut Copy Format Painter

Clipboard Font Alignment Number

Garamond 9 A<sup>+</sup> A<sup>-</sup> Wrap Text Merge & Center

Conditional Formatting Table

A3

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	
1		Pop	Total Population					Voting Age Population					Citizen Voting Age Population					Nov. 2014 Registration					N
2	District (1-7)	Unit	Tot. Pop.	Hisp	Whtr	Blk	NH Asn	total	Hisp	Whtr	Blk	Asn	total	Hisp	Whtr	Blk	Asn	total	latino	asn	fil	tot	
3		1	1,216	612	557	18	15	873	397	442	12	831	390	441	0	0	574	195	7	3	245	63	
4		2	2,367	1,268	1,055	43	96	1,784	741	899	74	1,915	730	1,140	0	45	1,299	435	14	7	555	140	
5		3	1,643	1,068	278	42	25	1,036	741	236	15	400	235	145	0	20	505	286	3	4	161	73	
6		4	1,768	734	855	62	84	1,272	464	685	62	1,231	461	639	19	111	1,022	366	11	11	391	89	
7		5	2,001	209	1,655	14	79	1,639	144	1,392	64	1,511	88	1,337	12	38	1,776	146	46	7	1,089	67	
8		6	612	56	499	4	39	517	37	440	26	471	22	423	3	15	525	38	15	2	337	18	
9		7	1,723	1,100	504	20	10	1,245	527	424	10	760	332	440	0	0	772	330	7	4	544	70	

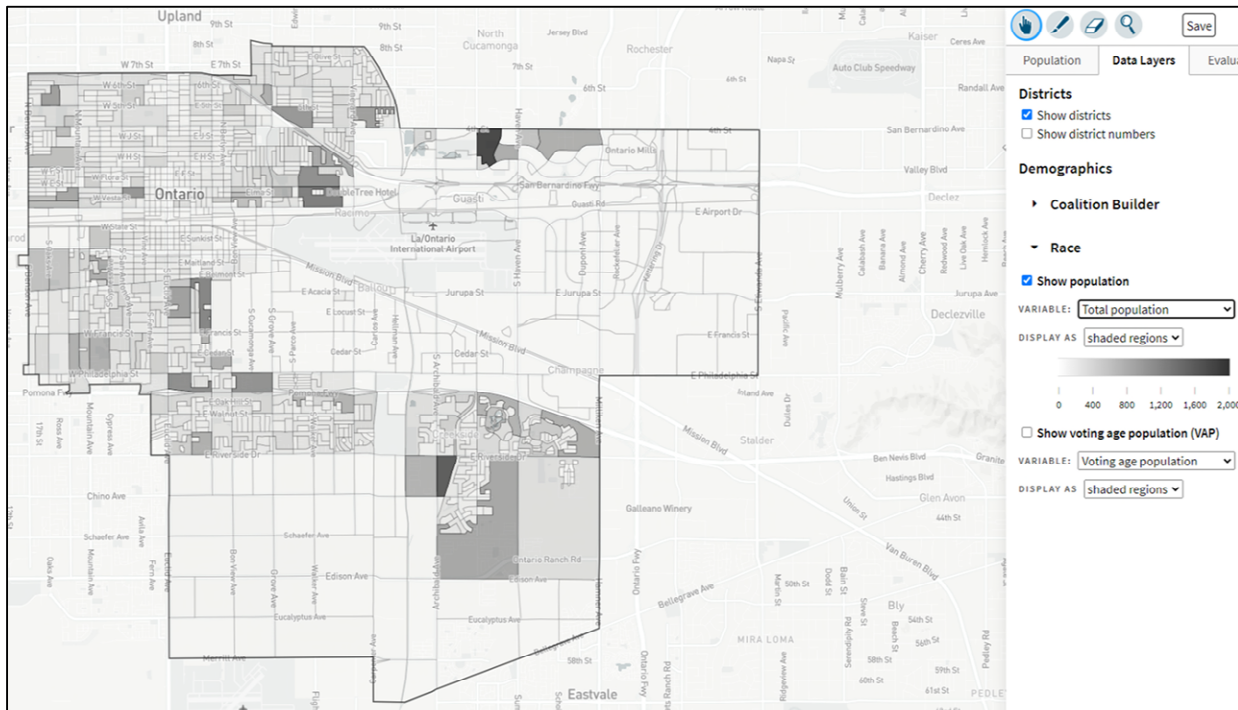
Excel spreadsheet showing population data for Costa Mesa 7-district kit.

Group	Category	1	2	3	4	5	6	7	Unassigned	Total	1	2	3	4	5	6	7	Unassigned	Total
Total Population	Total Pop.	15,314	15,314	15,314	15,314	15,314	15,314	15,314	0	107,197	107,197	100%	100%	100%	100%	100%	100%	100%	100%
Total Population	Hispanic	0	0	0	0	0	0	0	34,182	34,182	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Population	White	0	0	0	0	0	0	0	64,294	64,294	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Population	Black	0	0	0	0	0	0	0	1,910	1,910	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Population	NH Asian	0	0	0	0	0	0	0	4,530	4,530	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	Total CVAP	0	0	0	0	0	0	0	83,090	83,090	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	Hispanic	0	0	0	0	0	0	0	22,928	22,928	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	White	0	0	0	0	0	0	0	53,417	53,417	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	Black	0	0	0	0	0	0	0	3,401	3,401	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	NH Asian	0	0	0	0	0	0	0	77,063	77,063	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	Hispanic	0	0	0	0	0	0	0	18,936	18,936	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	White	0	0	0	0	0	0	0	52,613	52,613	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	Black	0	0	0	0	0	0	0	2,630	2,630	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total CVAP	NH Asian	0	0	0	0	0	0	0	63,996	63,996	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	Total Reg.	0	0	0	0	0	0	0	13,374	13,374	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	Hispanic	0	0	0	0	0	0	0	1,675	1,675	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	White	0	0	0	0	0	0	0	463	463	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	Black	0	0	0	0	0	0	0	30,448	30,448	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	NH Asian	0	0	0	0	0	0	0	4,317	4,317	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	Hispanic	0	0	0	0	0	0	0	181	181	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	White	0	0	0	0	0	0	0	164	164	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	Black	0	0	0	0	0	0	0	164	164	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Reg.	NH Asian	0	0	0	0	0	0	0	164	164	100%	100%	100%	100%	100%	100%	100%	100%	100%

# DistrictR

## “Draw Your Community of Interest” focus

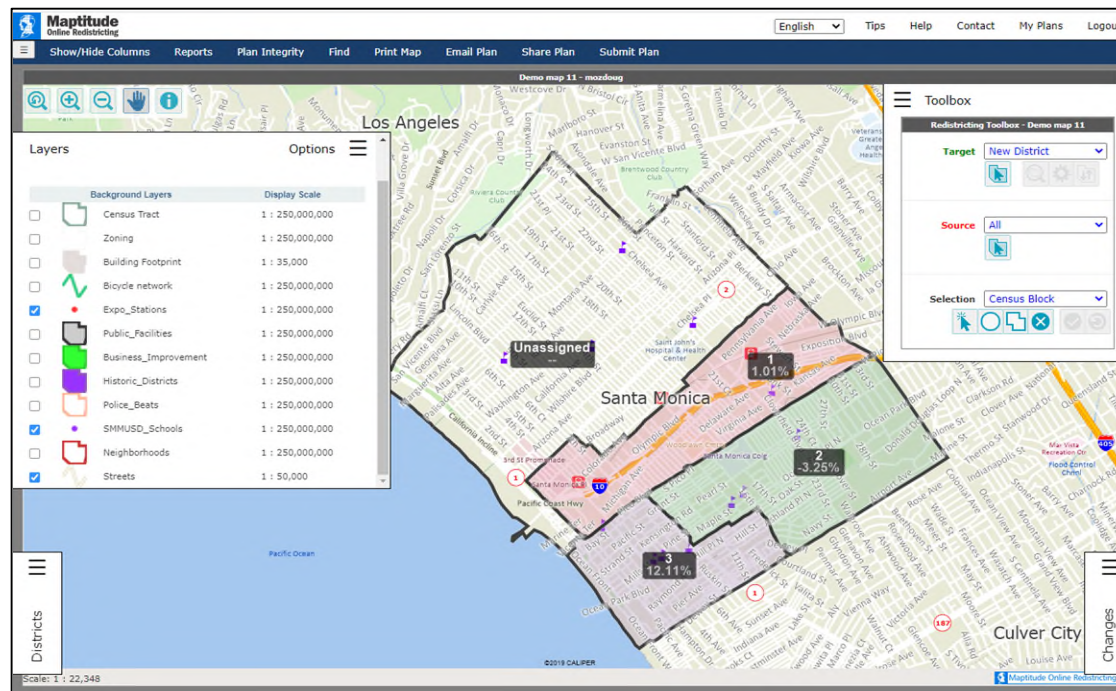
- Also includes simple district-mapping tool
- Only available in English
- Similar external options: [Representable.org](http://Representable.org), [DrawMyCACommunity.org](http://DrawMyCACommunity.org)



# Caliper's “Maptitude Online Redistricting”

## Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- [Quick Start Guide](#)



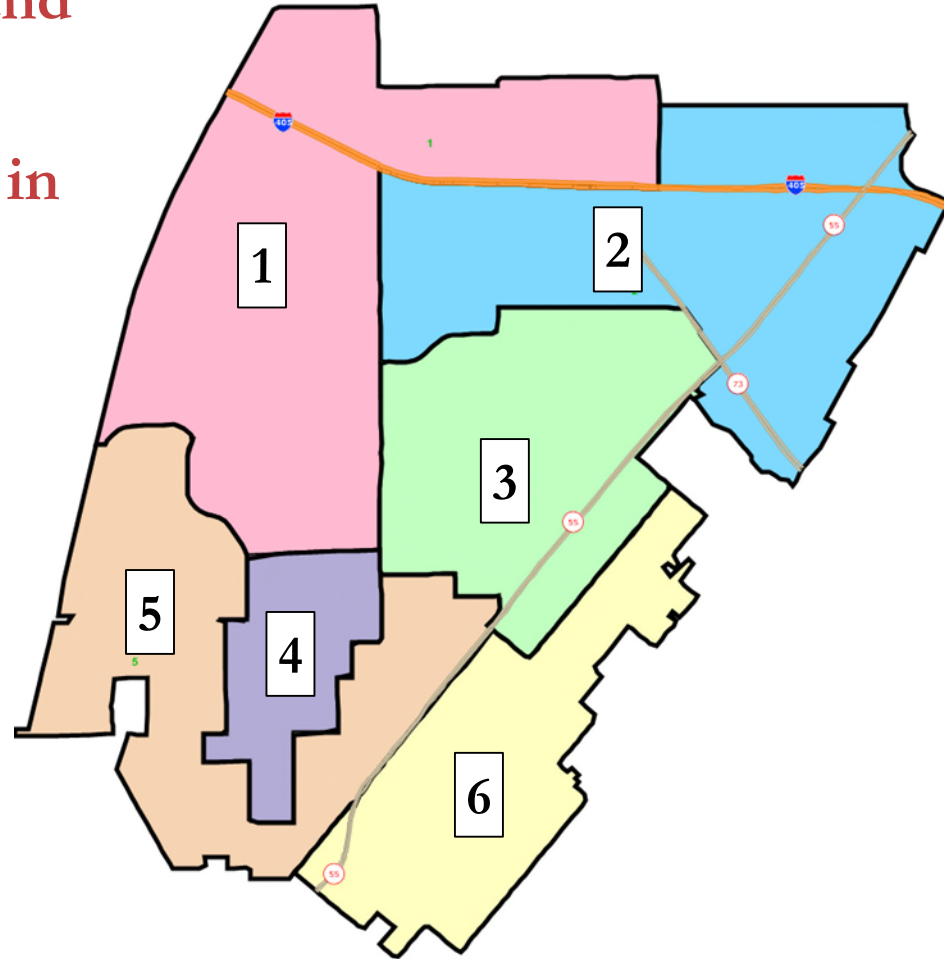
# Public Hearing & Discussion

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What is your neighborhood and what are its boundaries?

What other notable areas are in the City, and what are their boundaries?

Any questions about the mapping tools?



# Share Your Thoughts

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## Phone

714-754-5225 (City Clerk's Office)

## Email

[Redistricting@costamesaca.gov](mailto:Redistricting@costamesaca.gov)

## Website

<http://redistrictcostamesa.org/>



# City of Costa Mesa

## Agenda Report

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**File #:** 21-457**Meeting Date:** 11/16/2021

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**TITLE:**

SECOND PUBLIC HEARING TO RECEIVE INPUT REGARDING PROPOSED DRAFT DISTRICT MAPS FOR THE 2021 REDISTRICTING PROCESS

**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:

1. Receive proposed 2021 City of Costa Mesa Redistricting maps.
2. Conduct a public hearing and receive public input and feedback on proposed 2021 City of Costa Mesa Redistricting Maps.
3. Direct staff to make modifications to maps as needed.

**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 that amended the City's method of electing members to the City Council commencing in November 2018. Pursuant to the approved Ordinance, the City is now 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 City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c) for general law cities):

Comply with the federal requirements of equal population and the federal Voting Rights Act

1. Geographically contiguous

2. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries
4. Compact (do not bypass one group of people to get to a more distant group of people)
5. 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 - held 10/19/2021
- Two hearings must happen after the drawing of draft maps (11/16/21 & 2/15/22)
- Hearing to discuss and select final map, introduction of Ordinance (2/15/2022)
- Second reading and final adoption of map (3/1/2022)

### **ANALYSIS:**

The community was encouraged to submit proposed maps for the November 16, 2021 public hearing for the City Council’s initial consideration and discussion. A total of seven (7) public submittals were made by individuals. The city’s demographer, Dr. Justin Levitt, also prepared three (3) draft City Council district boundary maps based on the legal criteria outlined in past meetings, including consideration of communities of interest. The draft maps are intended for discussion purposes only; the demographer is not recommending approval of any proposal. Dr. Levitt reviewed each map and prepared a demographic summary for each public submittal.

The city continues to encourage residents to submit draft boundary proposals, revisions to submitted maps, or offer comments on any maps. The city’s demographer will continue to review all submissions and make revisions as necessary, based on Council direction and community input.

The next steps are to conduct public workshops to seek additional public input on the draft district maps. The following dates are scheduled:

- Wednesday, December 1, 2021, 6:00 p.m. at the City Hall Community Room
- Saturday, January 8, 2022, 10:00 a.m. Location TBD.

In addition, the City has a dedicated webpage that includes online mapping tools and an Interactive Review Map. The draft district maps are also posted on the webpage at [Redistrict Costa Mesa](https://redistrictcostamesa.org/)  
<<https://redistrictcostamesa.org/>>

### **ALTERNATIVES:**

The City Council may discuss and take other action related to this item.

**FISCAL REVIEW:**

Funding for the 2021 proposed redistricting maps is included in the City Clerk's FY 2021-2022 Approved Budget.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

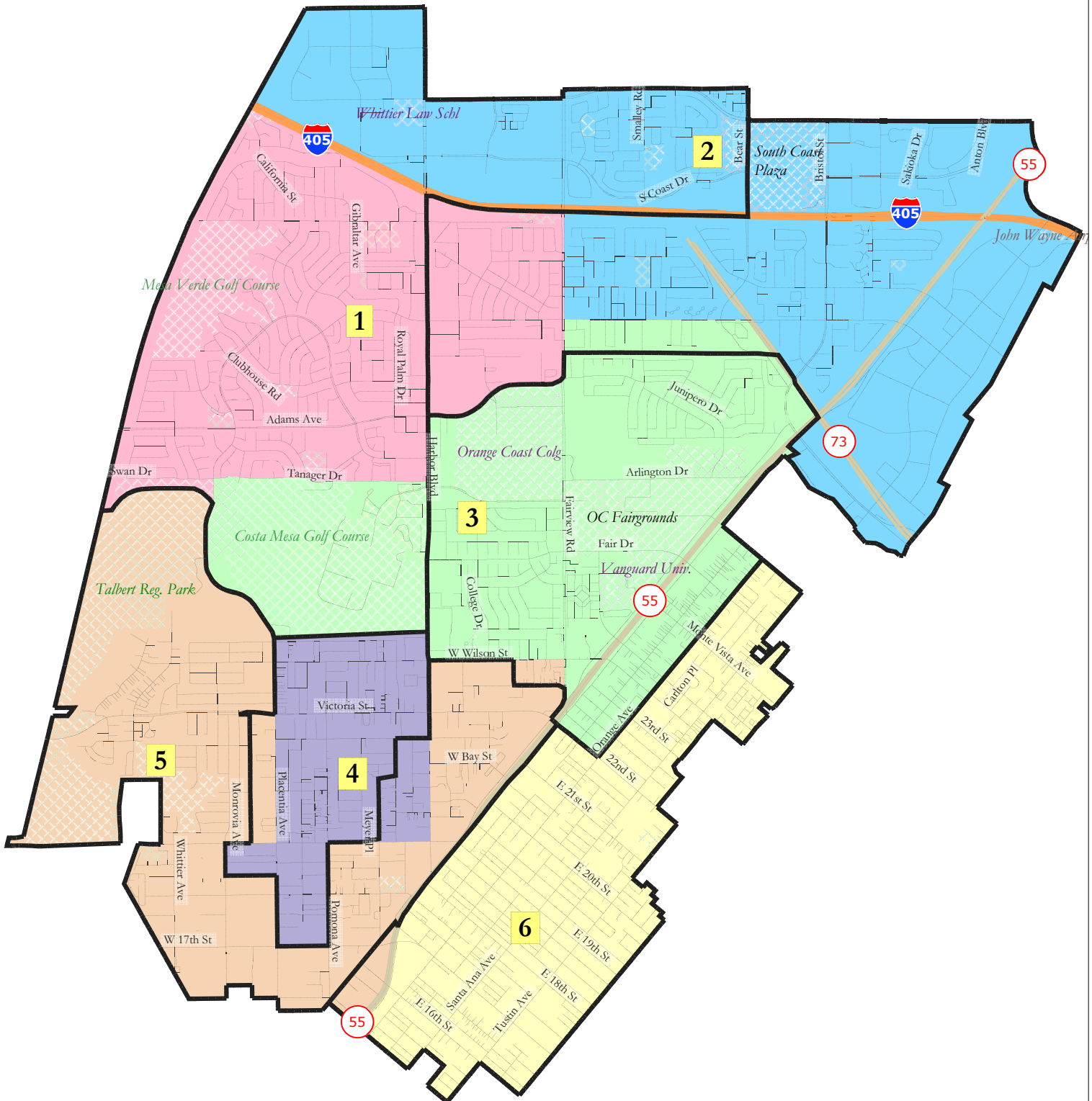
**CONCLUSION:**

Staff recommends the City Council:

1. Receive proposed 2021 City of Costa Mesa Redistricting maps.
2. Conduct a public hearing and receive public input and feedback on proposed 2021 City of Costa Mesa Redistricting Maps.
3. Direct staff to make modifications to maps as needed.

# Costa Mesa Redistricting 2021

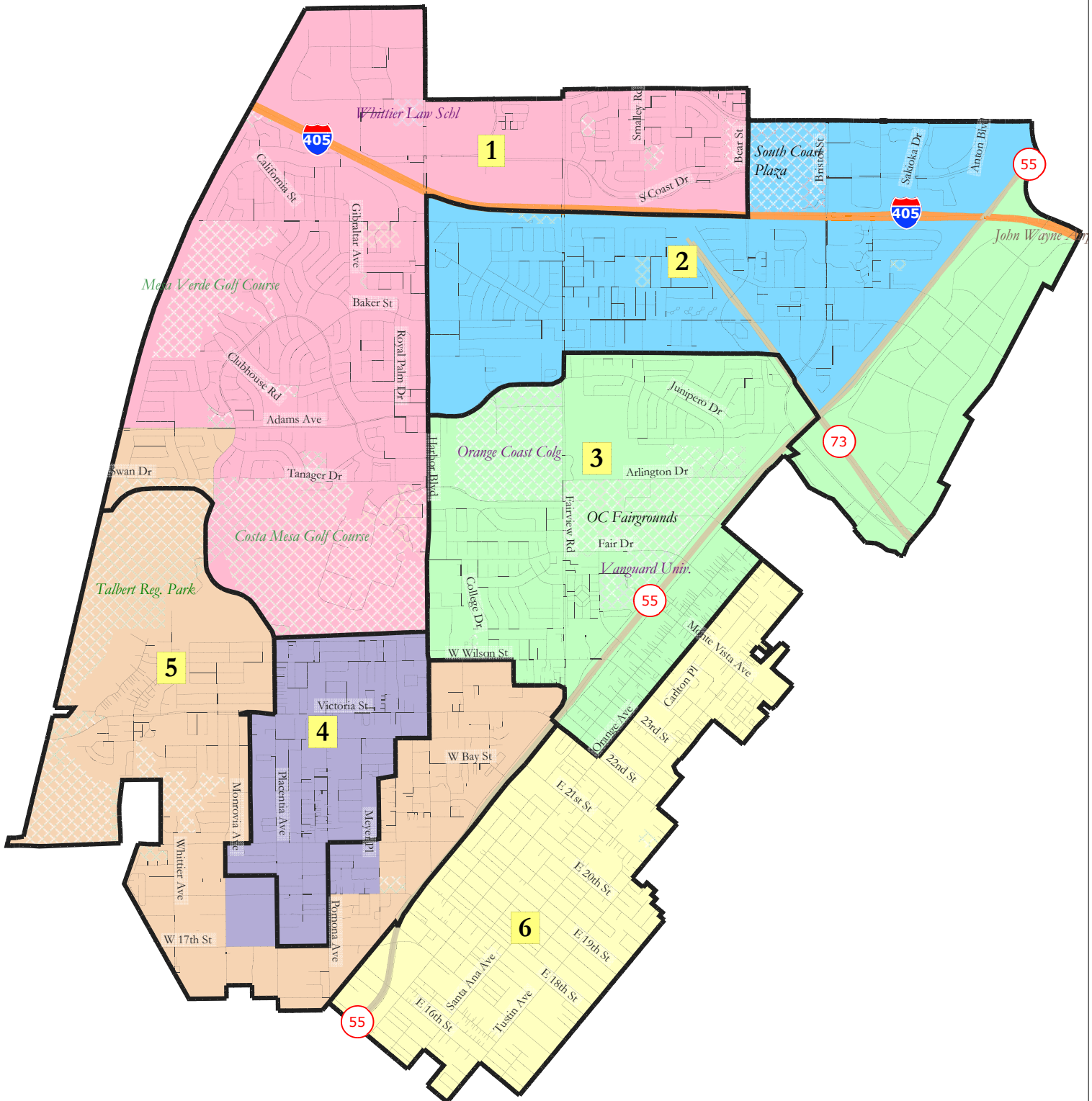
## Public Map 101



<i>City of Costa Mesa - Public Map 101</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,259	17,515	19,485	18,907	18,479	18,492	112,137
	Deviation from ideal	570	-1,175	796	218	-211	-198	1,970
	% Deviation	3.05%	-6.28%	4.26%	1.16%	-1.13%	-1.06%	10.54%
2020 Total Pop	% Hisp	26%	27%	32%	77%	40%	16%	36%
	% NH White	56%	46%	51%	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	13,684	8,213	11,769	14,149	74,953
	% Hisp	15%	22%	19%	56%	28%	11%	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	10,779	6,184	10,418	12,483	62,597
	% Latino est.	16%	20%	20%	53%	24%	9%	21%
	% Spanish-Surnamed	14%	18%	18%	48%	22%	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%	73%	44%	69%	86%	71%
	% NH Black	1%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2018)	Total	8,037	5,916	6,498	3,118	6,130	8,058	37,757
	% Latino est.	12%	16%	16%	49%	21%	8%	17%
	% Spanish-Surnamed	11%	15%	15%	45%	20%	8%	16%
	% Asian-Surnamed	4%	11%	5%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	83%	66%	77%	47%	71%	87%	75%
	% NH Black	1%	6%	2%	1%	3%	1%	2%
Voter Turnout (Nov 2020)	Total	10,879	8,820	9,223	4,846	8,829	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.	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	19,251	20,612	17,591	18,932	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%	18%	16%
Immigration	immigrants	19%	26%	23%	41%	28%	12%	25%
	naturalized	58%	58%	54%	25%	35%	59%	44%
Language spoken at home	english	75%	60%	65%	25%	59%	85%	61%
	spanish	13%	18%	23%	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%	18%	4%	15%
Education (among those age 25+)	hs-grad	36%	37%	42%	40%	41%	34%	38%
	bachelor	31%	33%	27%	13%	23%	37%	28%
	graduatedegree	16%	14%	11%	5%	12%	17%	13%
Child in Household	child-under18	27%	22%	28%	49%	28%	28%	30%
Pct of Pop. Age 16+	employed	71%	75%	72%	71%	73%	75%	73%
Household Income	income 0-25k	9%	11%	13%	19%	14%	11%	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%	42%	45%	44%
	income 200k-plus	16%	10%	12%	5%	10%	19%	12%
Housing Stats	single family	55%	37%	50%	36%	52%	64%	50%
	multi-family	45%	63%	50%	64%	48%	36%	50%
	rented	52%	67%	62%	80%	58%	55%	62%
	owned	48%	33%	38%	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

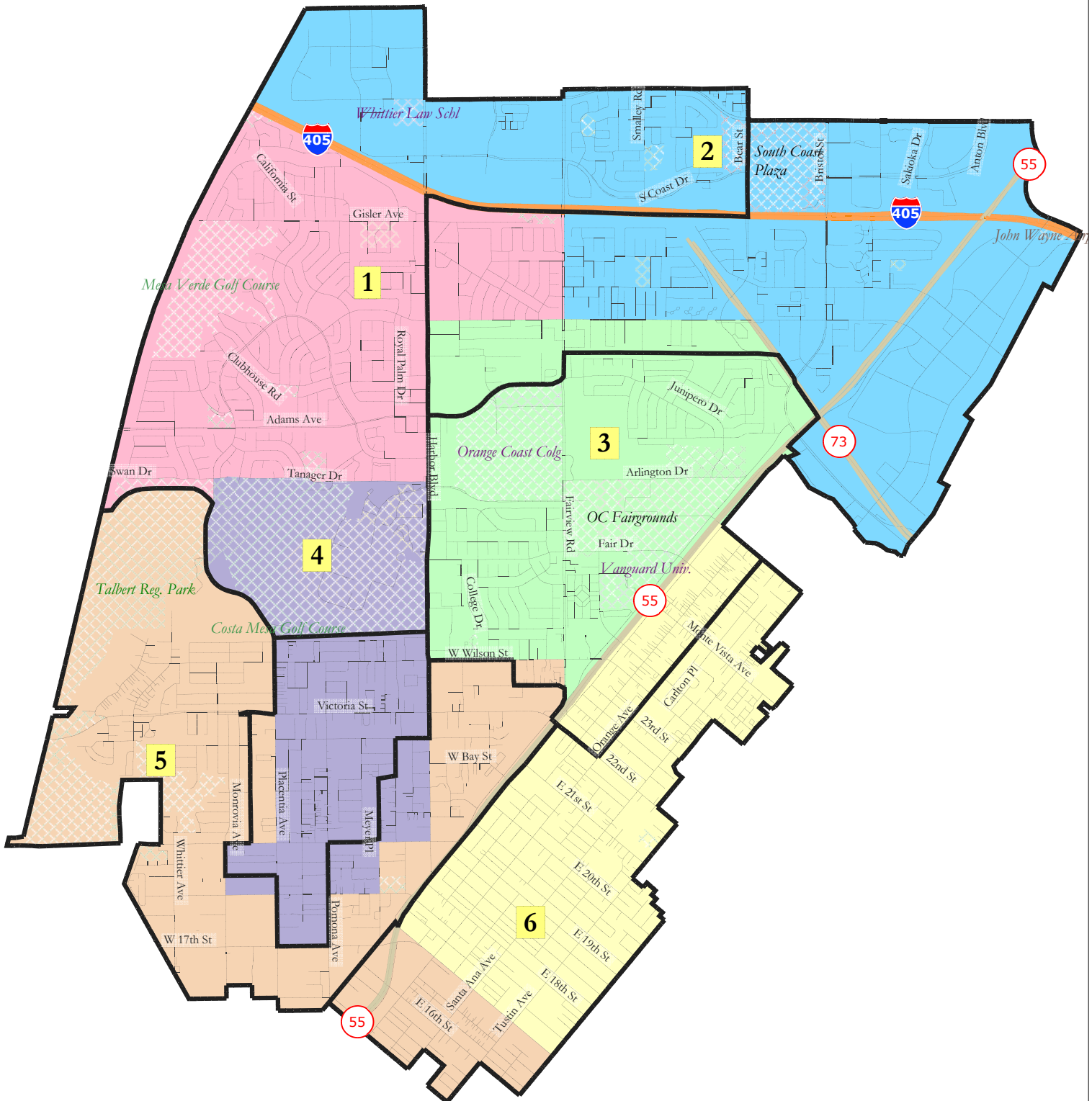
## Public Map 102



<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

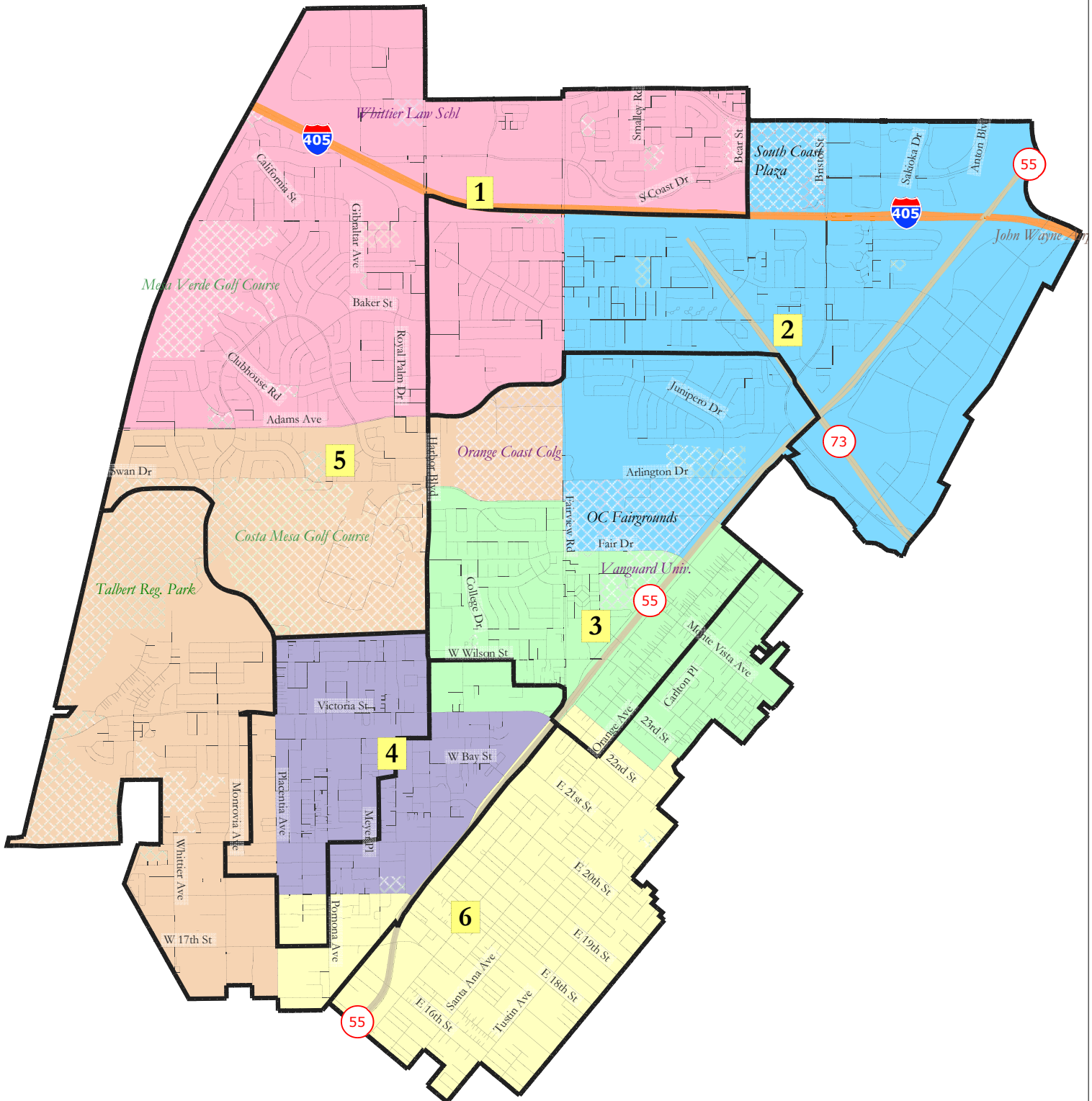
# Public Map 103



<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

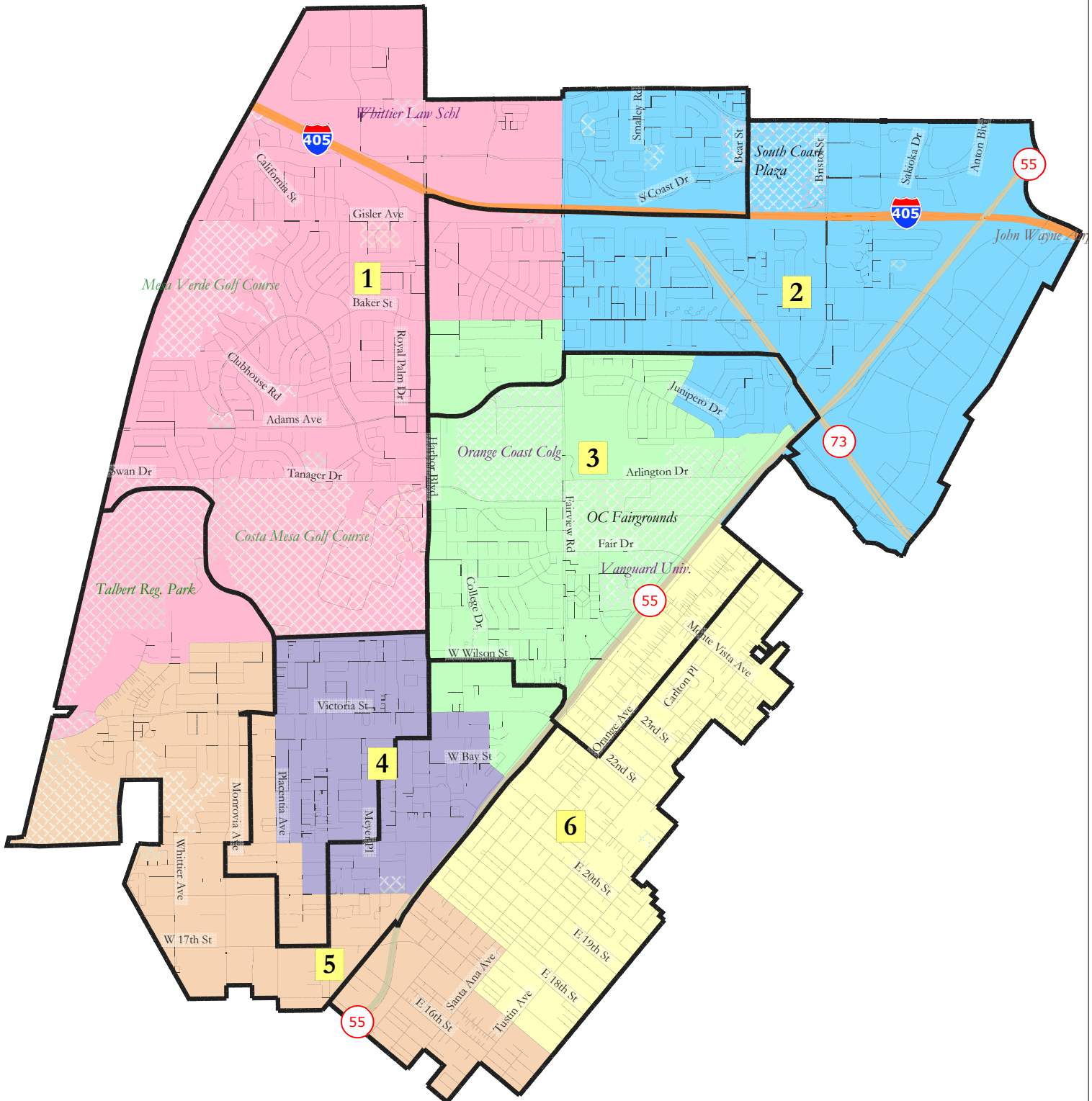
## Public Map 104



<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

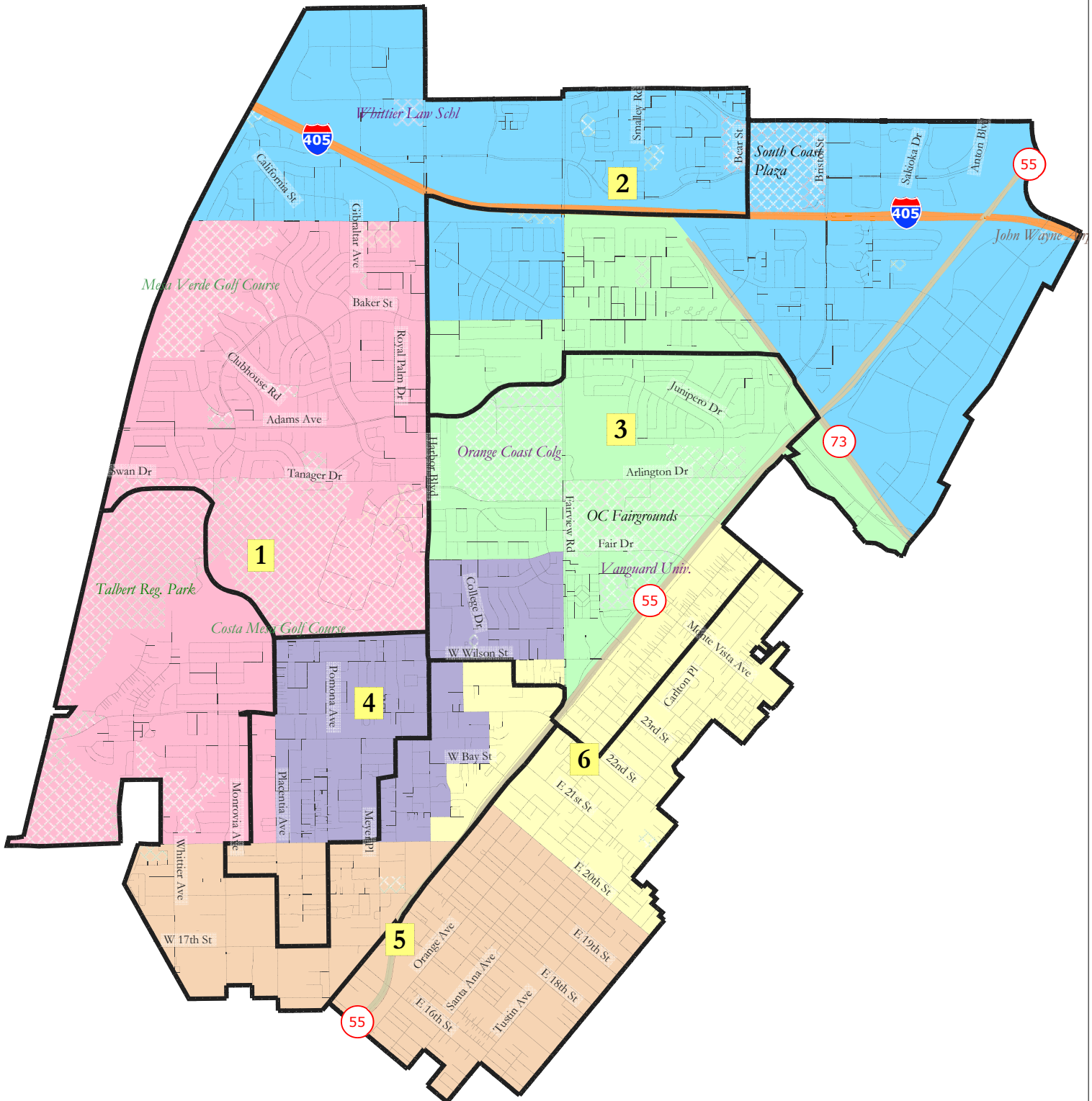
## Public Map 105



<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

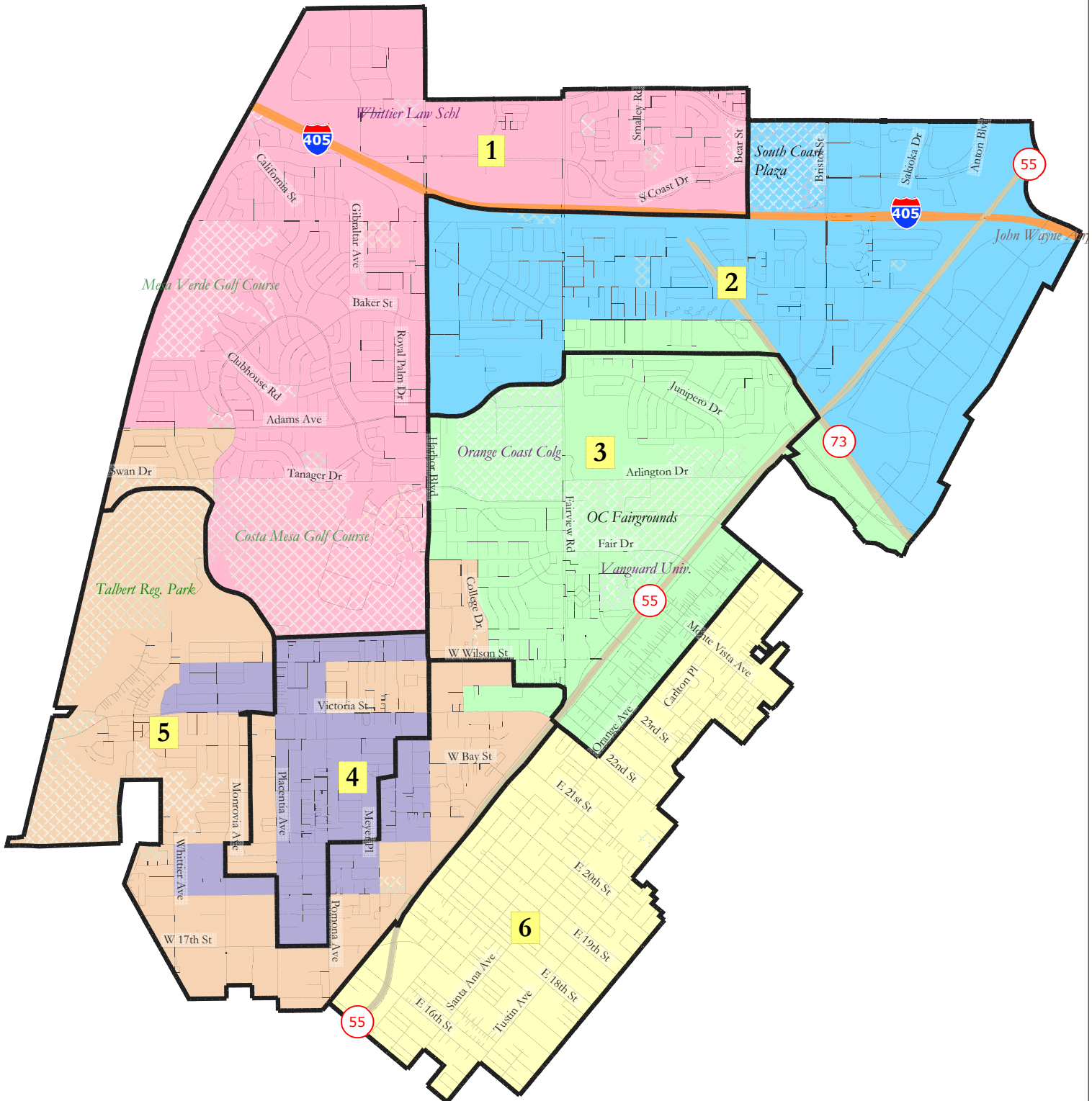
## Public Map 106



<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

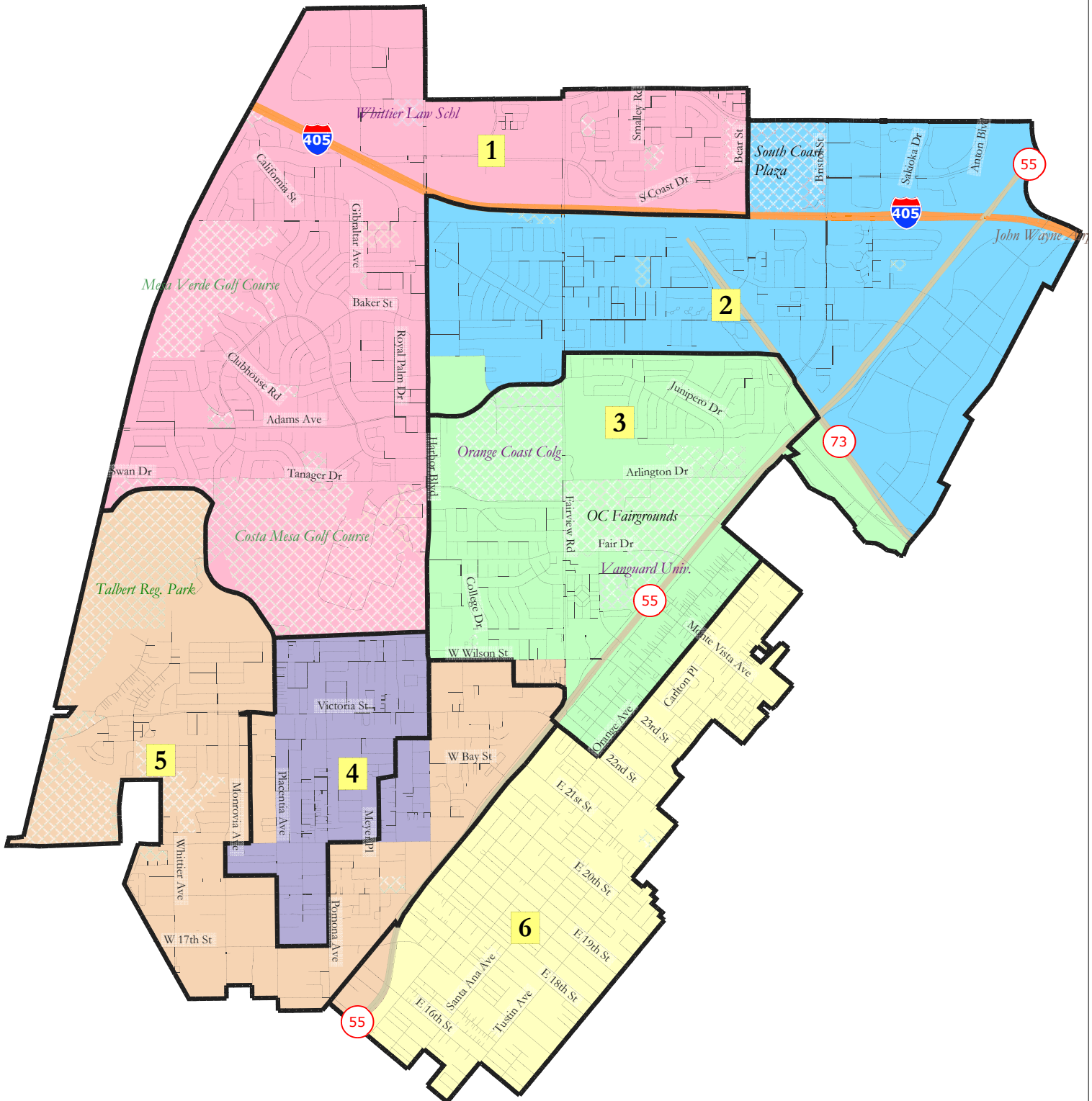
## Public Map 107



<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

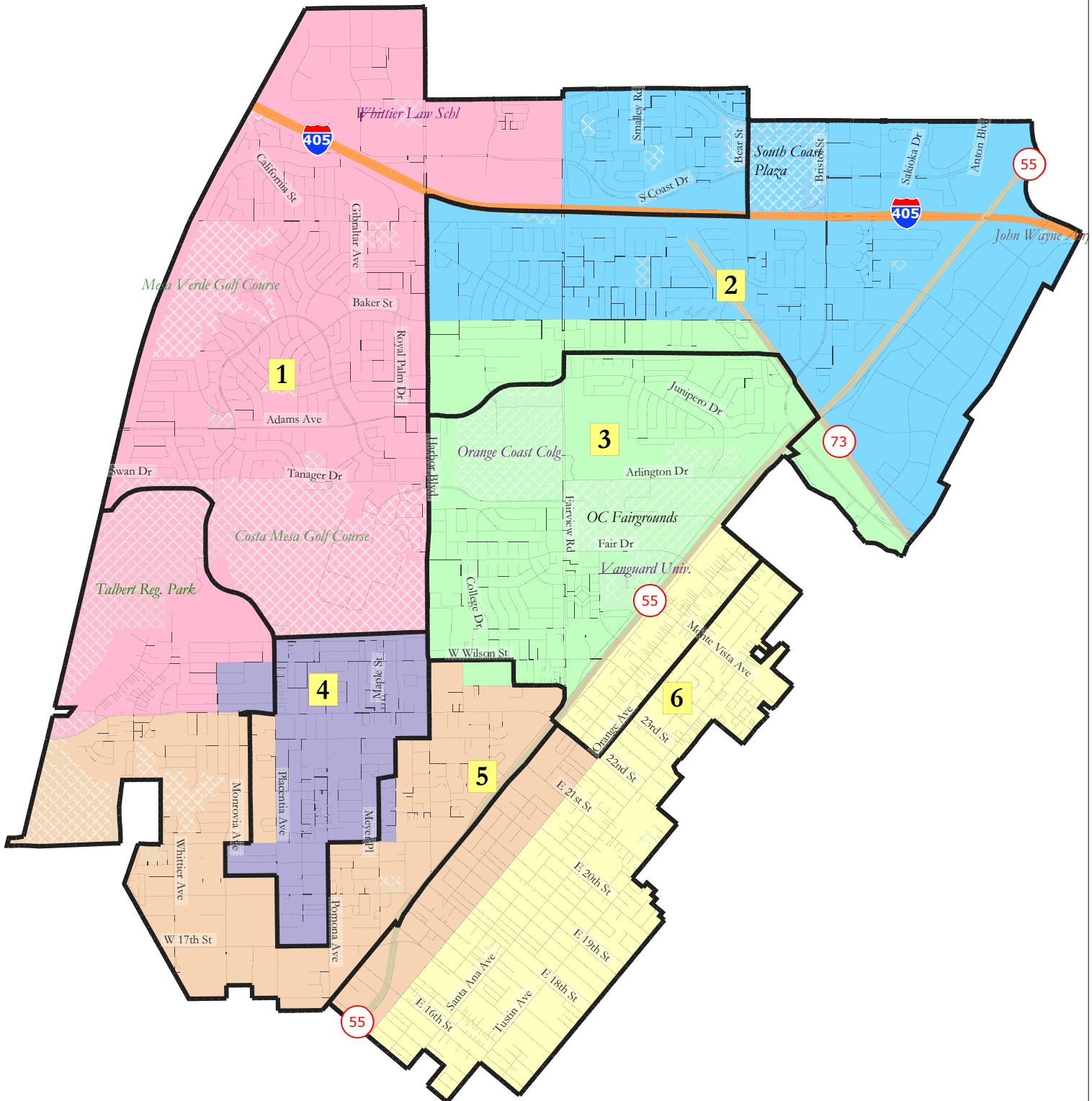
## NDC Map 108



<i>City of Costa Mesa - NDC Map 108</i>								
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

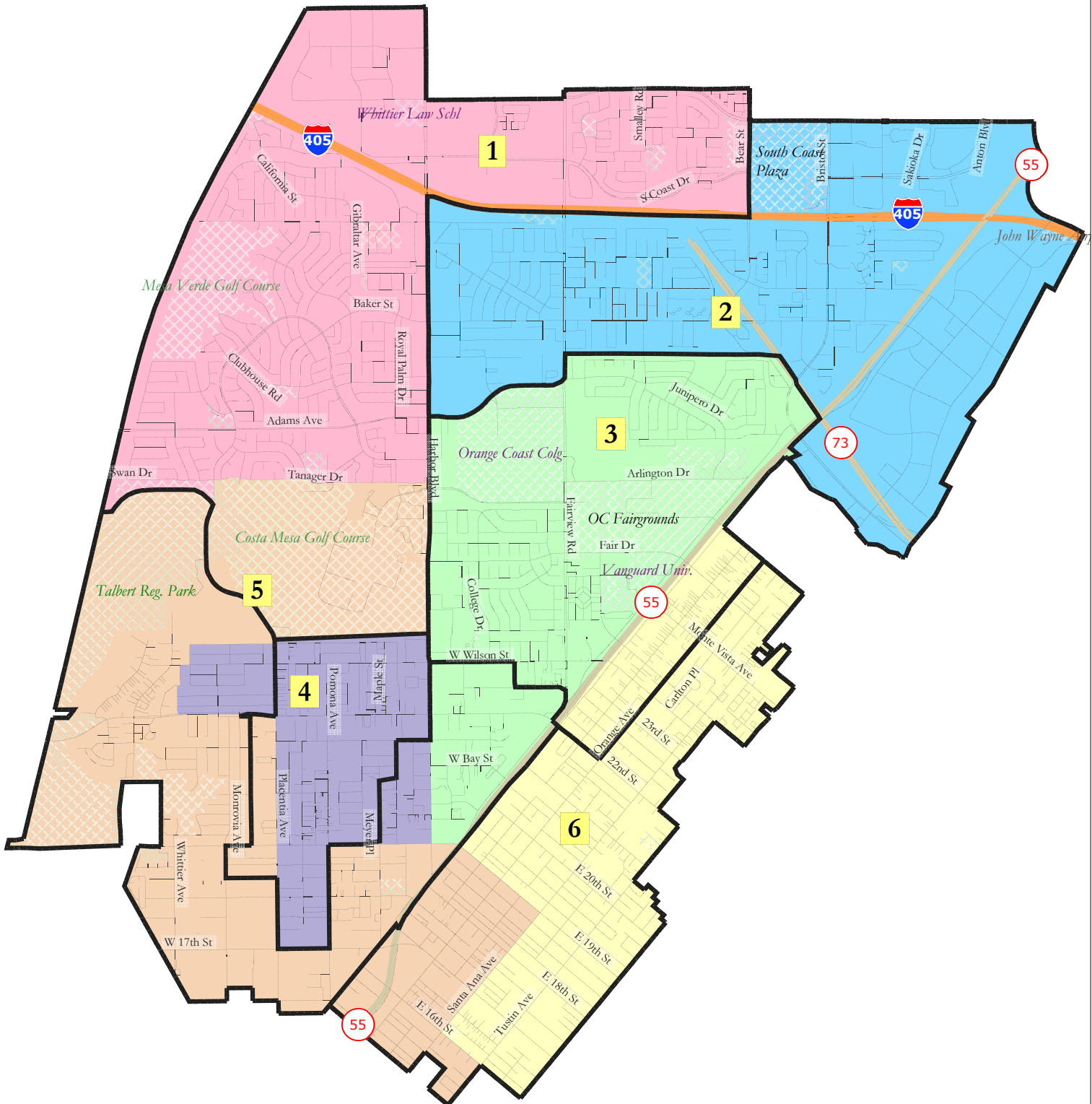
## NDC Map 109



<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

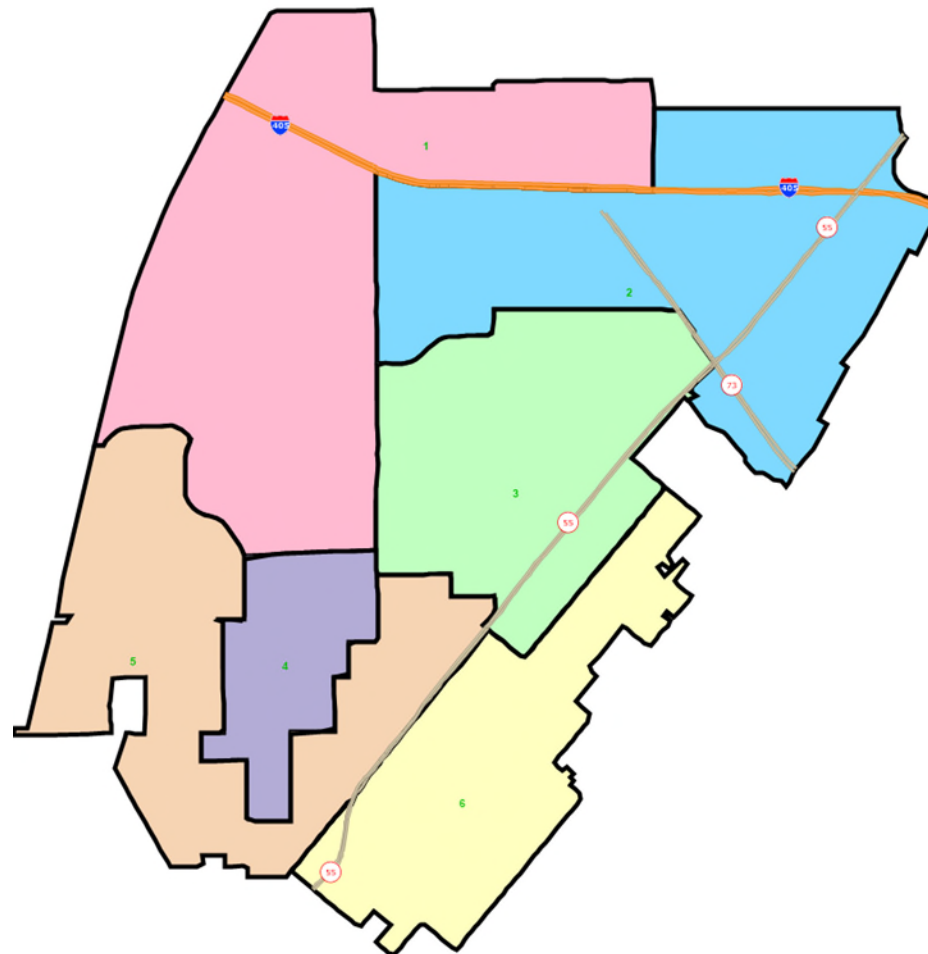
## NDC Map 110



<b>City of Costa Mesa - NDC Map 110</b>								
<b>District</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>Total</b>
<b>2020</b>	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 Maps Submitted for 11/16 Public Hearing

Map Number	Submitter	Population-Balanced?	Highest Latino CVAP	Pairings	Note
Current		No (11.5%)	57%		
101	David M	No (10.5%)	56%	Harper & Gameros (D1)	
102	Andy Godínez	Yes	56%	None	
103	<i>Anonymous</i>	No (32.7%)	51%	Harper & Gameros (D1)	
104	Matt Eimers	No (12.7%)	48%	Harper & Gameros (D1)	
105	Matt Eimers	Yes	49%	Harper & Gameros (D1)	
106	Matt Eimers	Yes	44%	Harper & Reynolds (D1)	
107	<i>Anonymous</i>	Yes	53%	None	Corrected version of submission
108	NDC	Yes	56%	None	
109	NDC	Yes	57%	None	
110	NDC	Yes	56%	None	



# City of Costa Mesa Draft Plan Presentation

Nov. 16, 2021

Dr. Justin Levitt, Vice President  
National Demographics Corporation

# Redistricting – Why Now?

- ❑ Costa Mesa moved to districts in 2017 after voters approved Measure EE in November 2016
- ❑ Costa Mesa election used districts for first time in 2018 and again in 2020
- ❑ Redistricting is required when the decennial Census data is released, once every ten years
- ❑ Delays in receiving the Census data have delayed states, counties, cities, and other jurisdictions throughout California and the US
- ❑ New laws like the Fair Maps Act have changed how districts are drawn and how the process is conducted

# Redistricting Process

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Step	Description
<b>Informational Session</b> August 3, 2021	Explain the redistricting process Educate and solicit input on communities of interest
<b>Census Data Release</b> August 16, 2021	Census Bureau releases official 2020 Census population data; official state prisoner-adjusted counts released on Sept 20, 2021
<b>Public Hearing 1</b> October 19	Educate and solicit input on communities of interest
<b>Community Forums</b> October 23, December 1 & January 8	Workshops held at different locations throughout the community to provide training on the tools and take public comment on communities of interest/draft maps
<b>Two Draft Map Hearings</b> November 16 & February 15	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
<b>Map Adoption</b> March 2022	Final map must be posted at least 7 days prior to adoption. State deadline for adoption is April 17, 2022
November 2022	<b>First Election with new districts</b>

# Redistricting Rules and Goals

## 1. Federal Laws

**Equal Population**  
**Federal Voting Rights Act**  
**No Racial Gerrymandering**



## 2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**  
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**  
(Do not bypass one group of people to get to a more distant group of people)

**Prohibited:** “Shall not favor or discriminate against a political party.”

## 3. Other Traditional Redistricting Principles

**Minimize voters shifted to different election years**

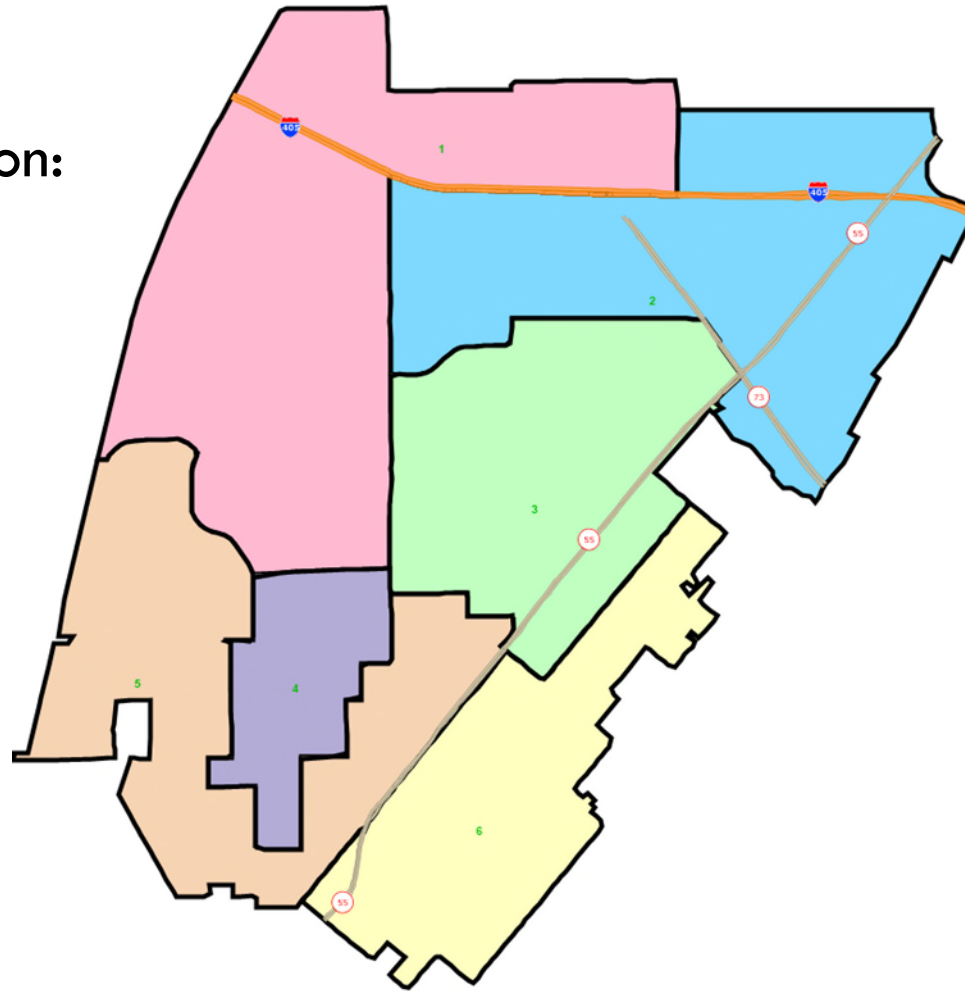
**Respect voters’ choices / continuity in office**

**Future population growth**

**Preserving the core of existing districts**

# Current District Map Overview

Total Deviation:  
11.52%



©2017 CALIPER

# Draft Maps as of 11/16

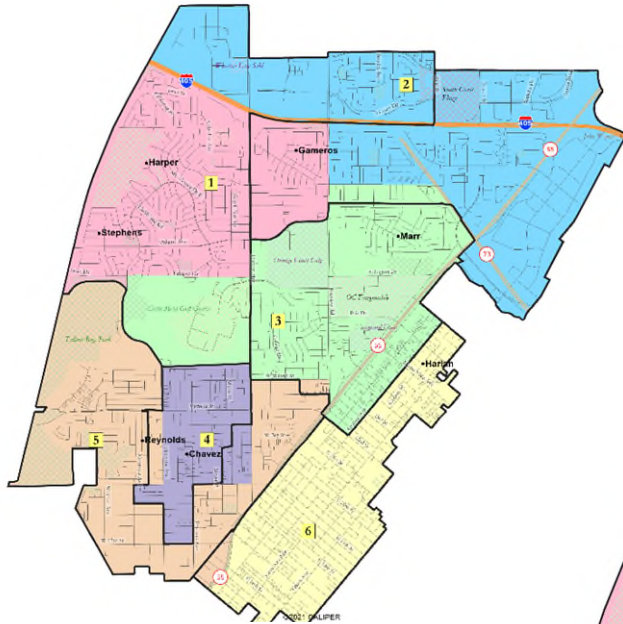
maps are also available on the [Interactive Web Viewer](#)

# Draft Maps Overview

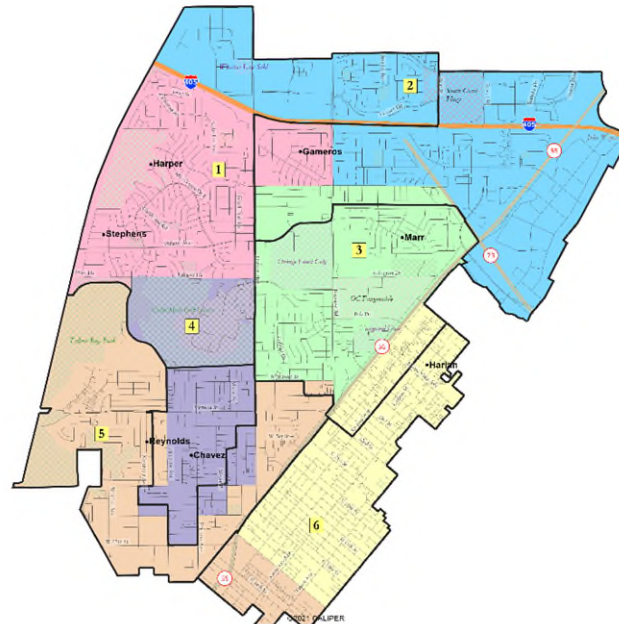
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- We received 7 draft map submissions prior to the deadline for submission for this hearing
  - ▣ Three maps have a population deviation higher than 10%
  - ▣ One map is not compact
  - ▣ An additional two maps lack a majority-Latino district
- NDC also added three maps to the discussion based on input from the workshops, council hearings, and submitted maps.

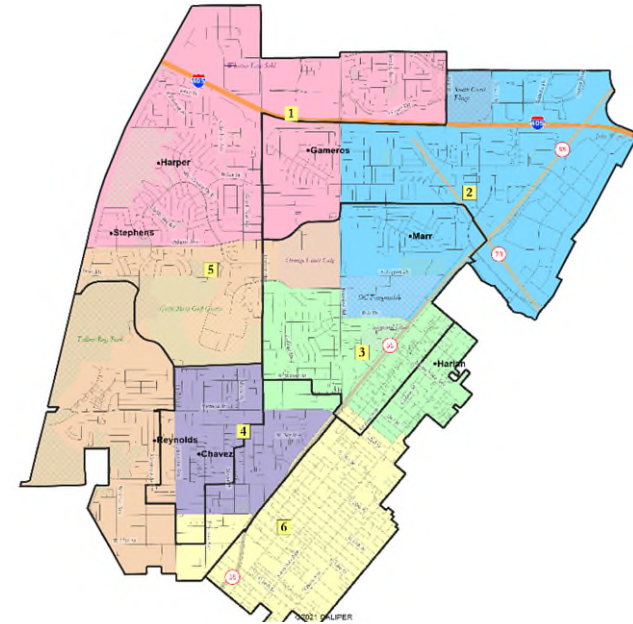
# Maps not Population-Balanced



Map 101  
10.5%

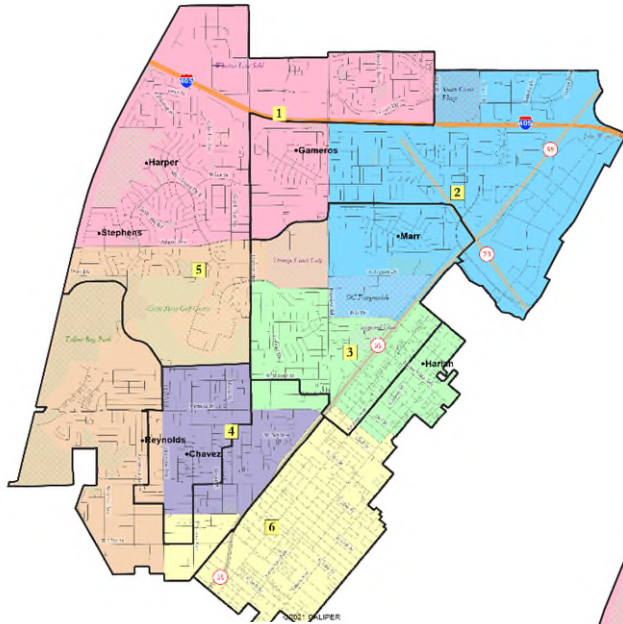


Map 103  
32.7%

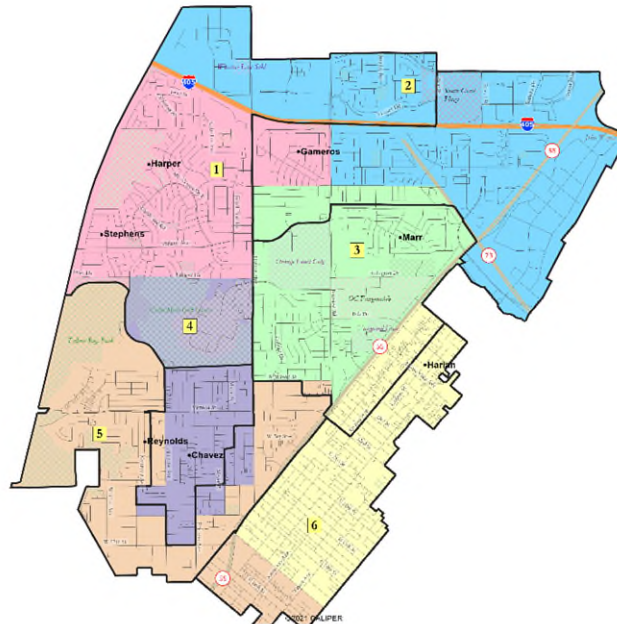


Map 104  
12.7%

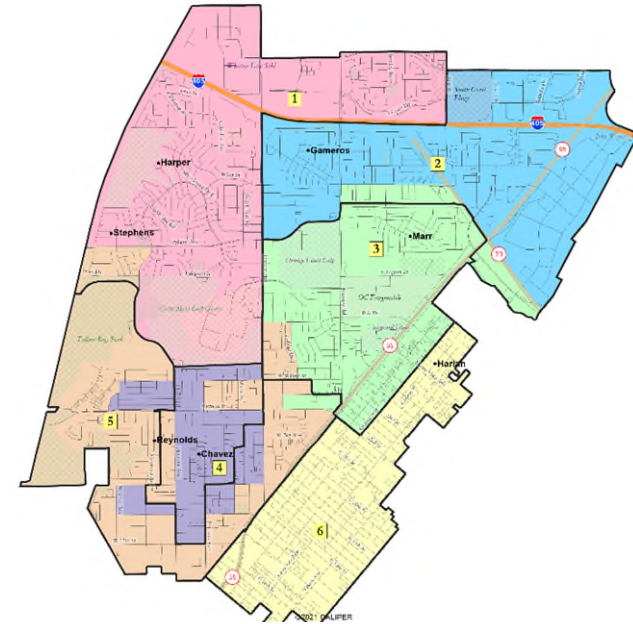
# Other Maps that need modifications



Map 105  
No majority-  
Latino district

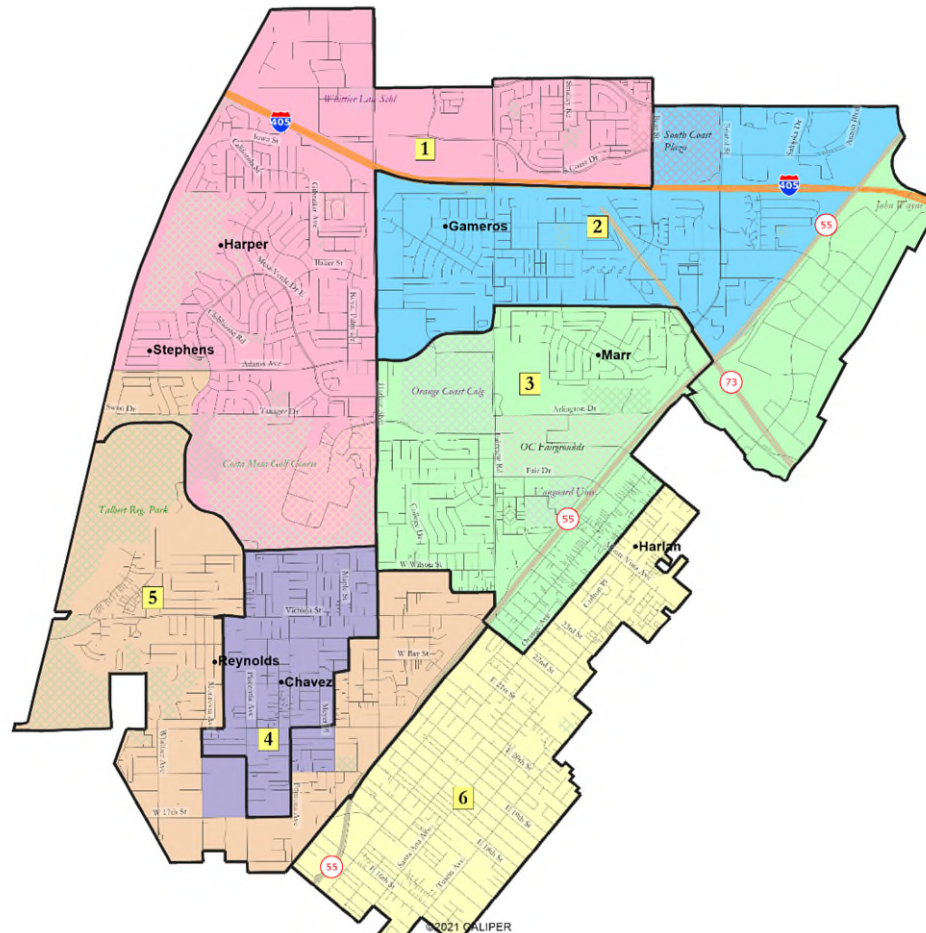


Map 106  
No majority-  
Latino district

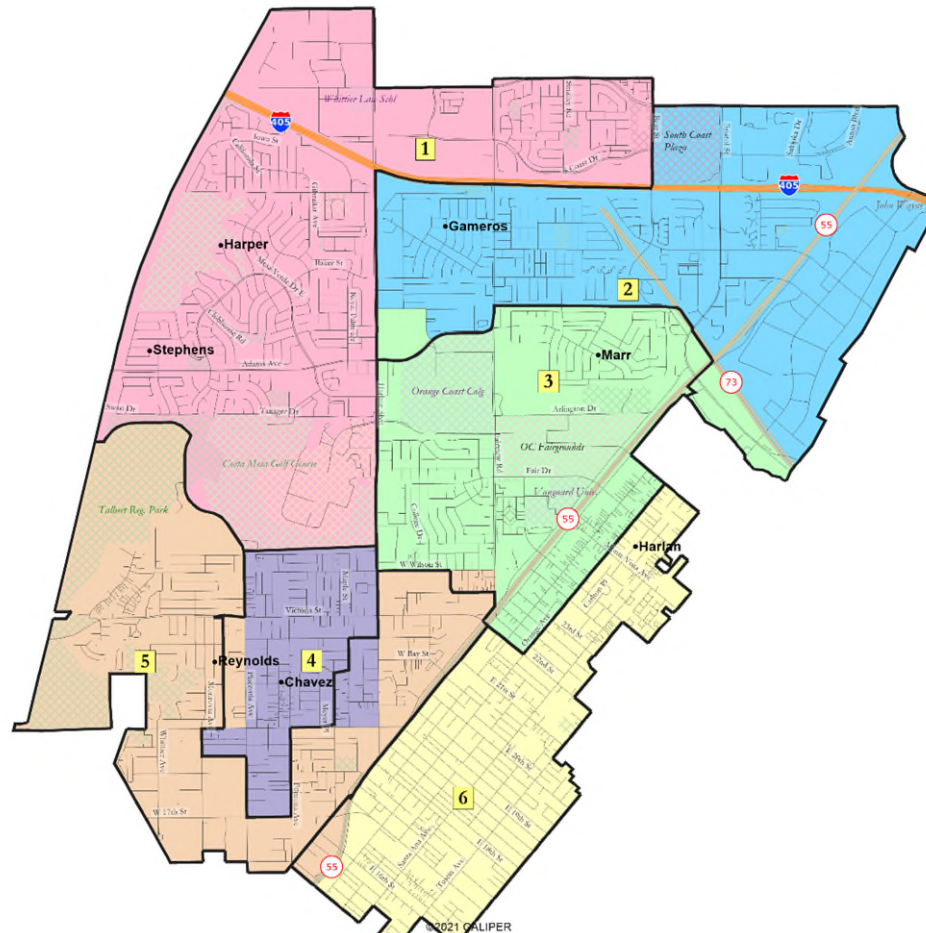


Map 107  
D4 is not  
compact

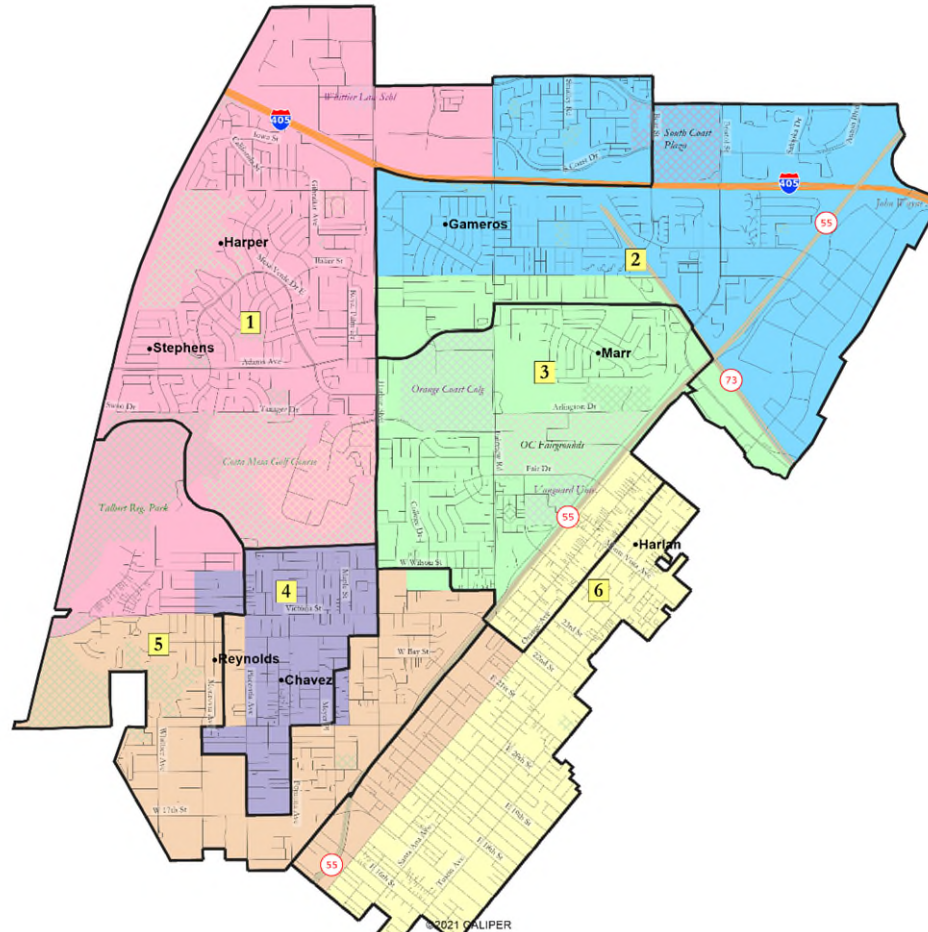
# Map 102



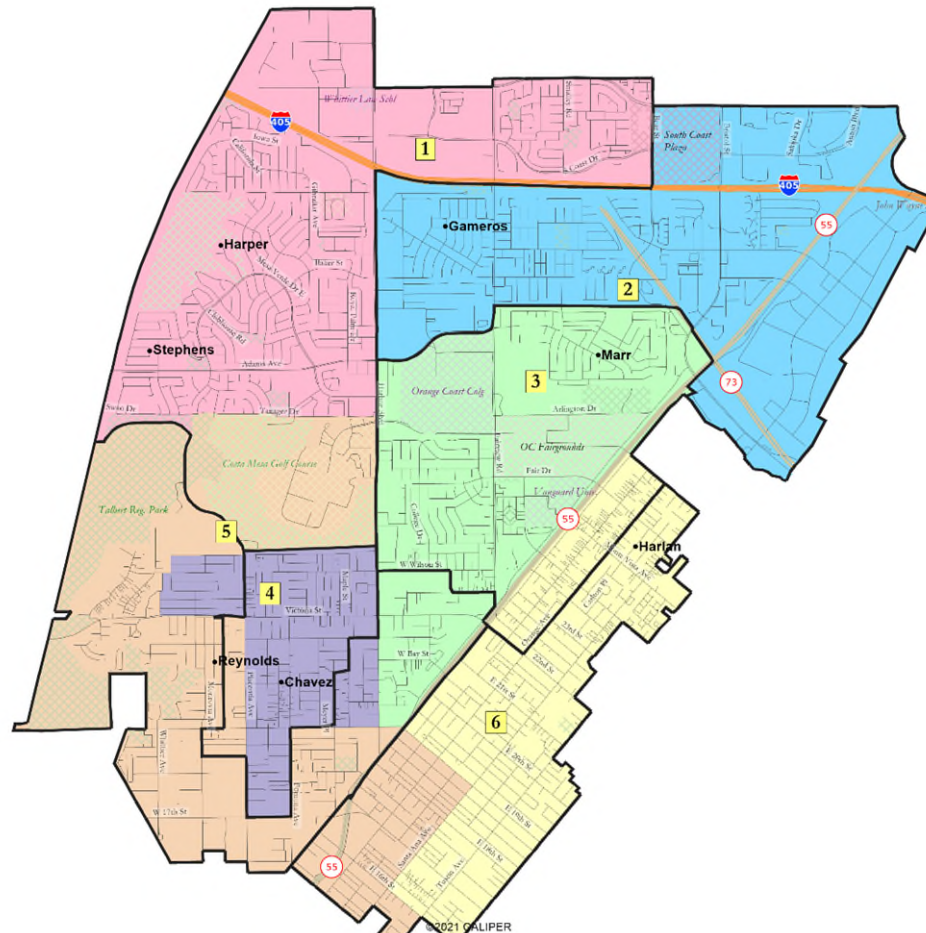
# Map 108



# Map 109



# Map 110

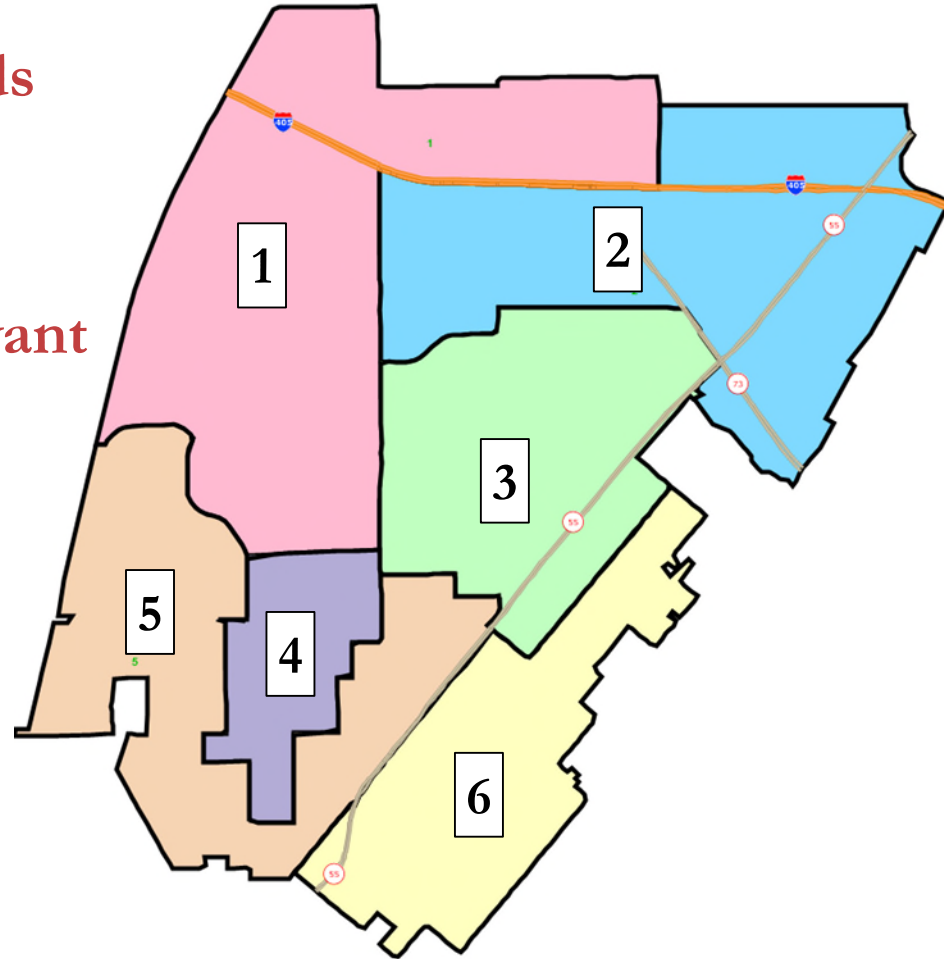


# Public Hearing & Discussion

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What part of different draft maps do you like? What needs improving?

Are there any concepts you want to see or changes you want to a particular map?



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# Share Your Thoughts

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## Phone

714-754-5225 (City Clerk's Office)

## Email

[Redistricting@costamesaca.gov](mailto:Redistricting@costamesaca.gov)

## Website

<http://redistrictcostamesa.org/>

# Public Mapping and Map Review Tools

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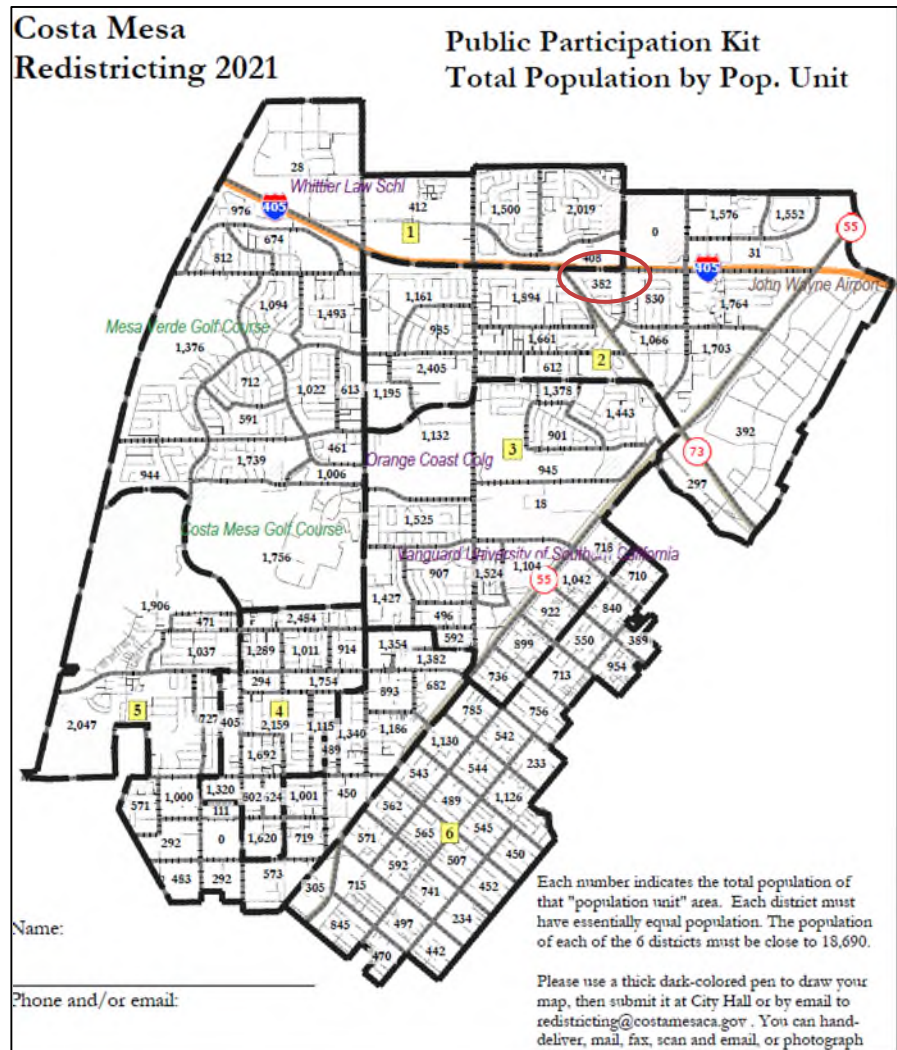
- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
  - Simple “review draft maps” tool
  - Easy-to-use “Draw your neighborhood” tool
  - Paper- and Excel-based simple “Draw a draft map” tools
  - Powerful, data-rich “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

# Simple Map Drawing Tool

## Paper “Public Participation Kit”

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

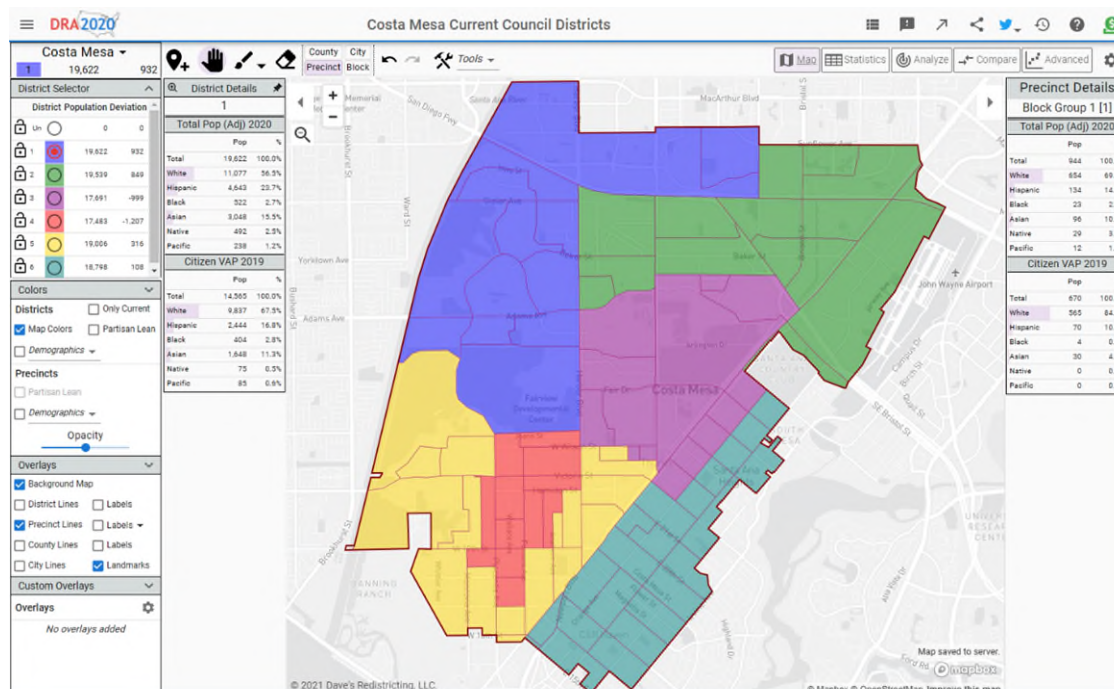




# Dave's Redistricting App (DRA)

## “Draw Your Community of Interest” focus

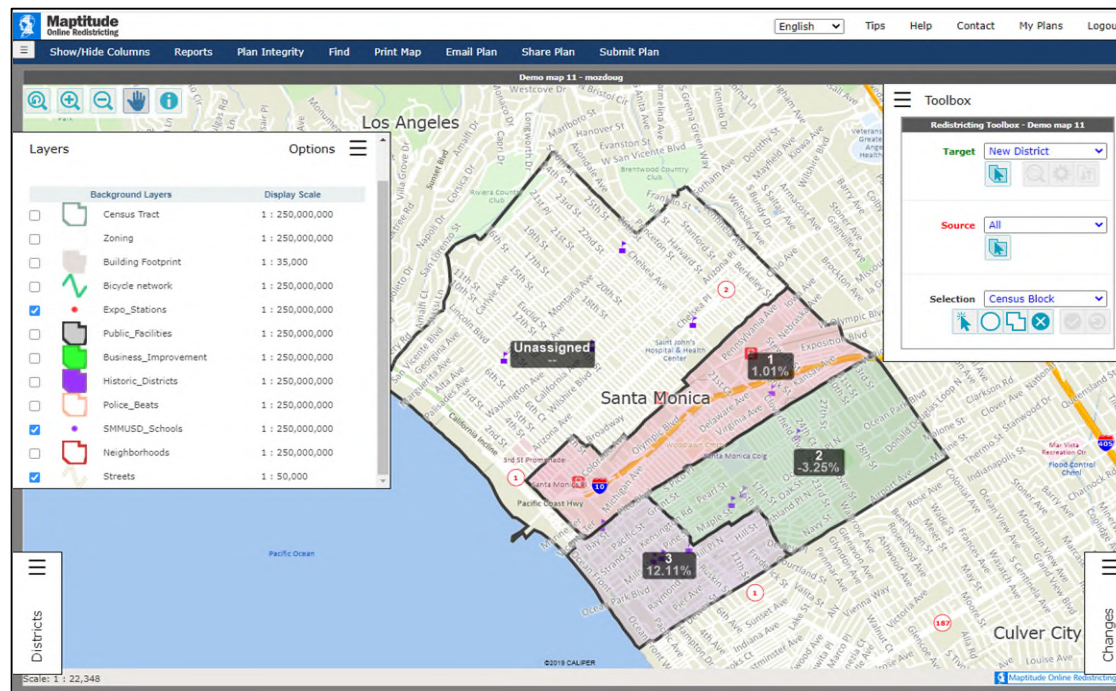
- Also includes simple district-mapping tool
- Only available in English
- Similar external options: [Representable.org](https://representable.org), [DrawMyCACommunity.org](https://drawmycacommunity.org)



# Caliper's “Maptitude Online Redistricting”

## Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- [Quick Start Guide](#)





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-563

**Meeting Date:** 2/15/2022

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**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.

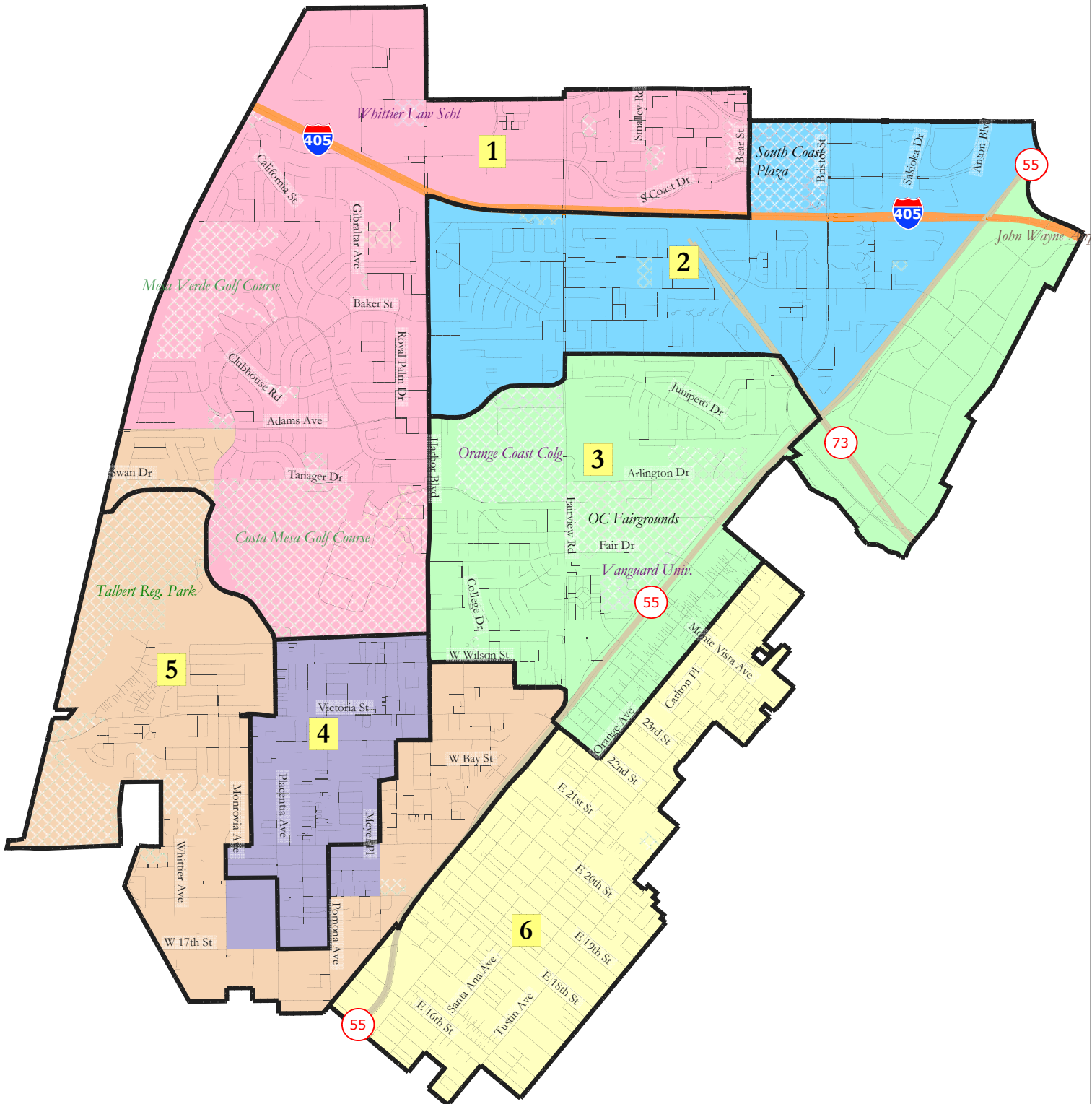
**CONCLUSION:**

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

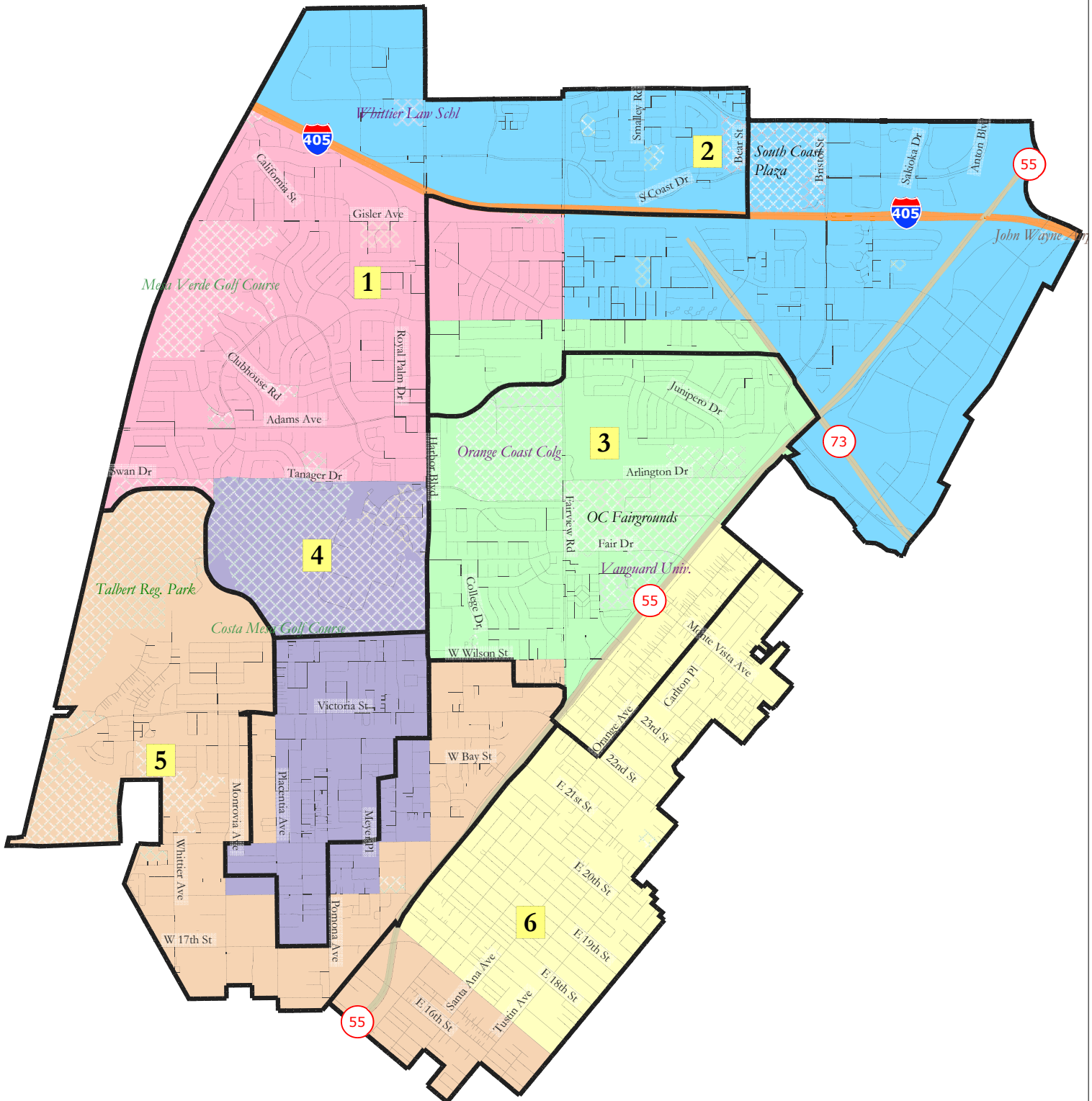
## Public Map 102



<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

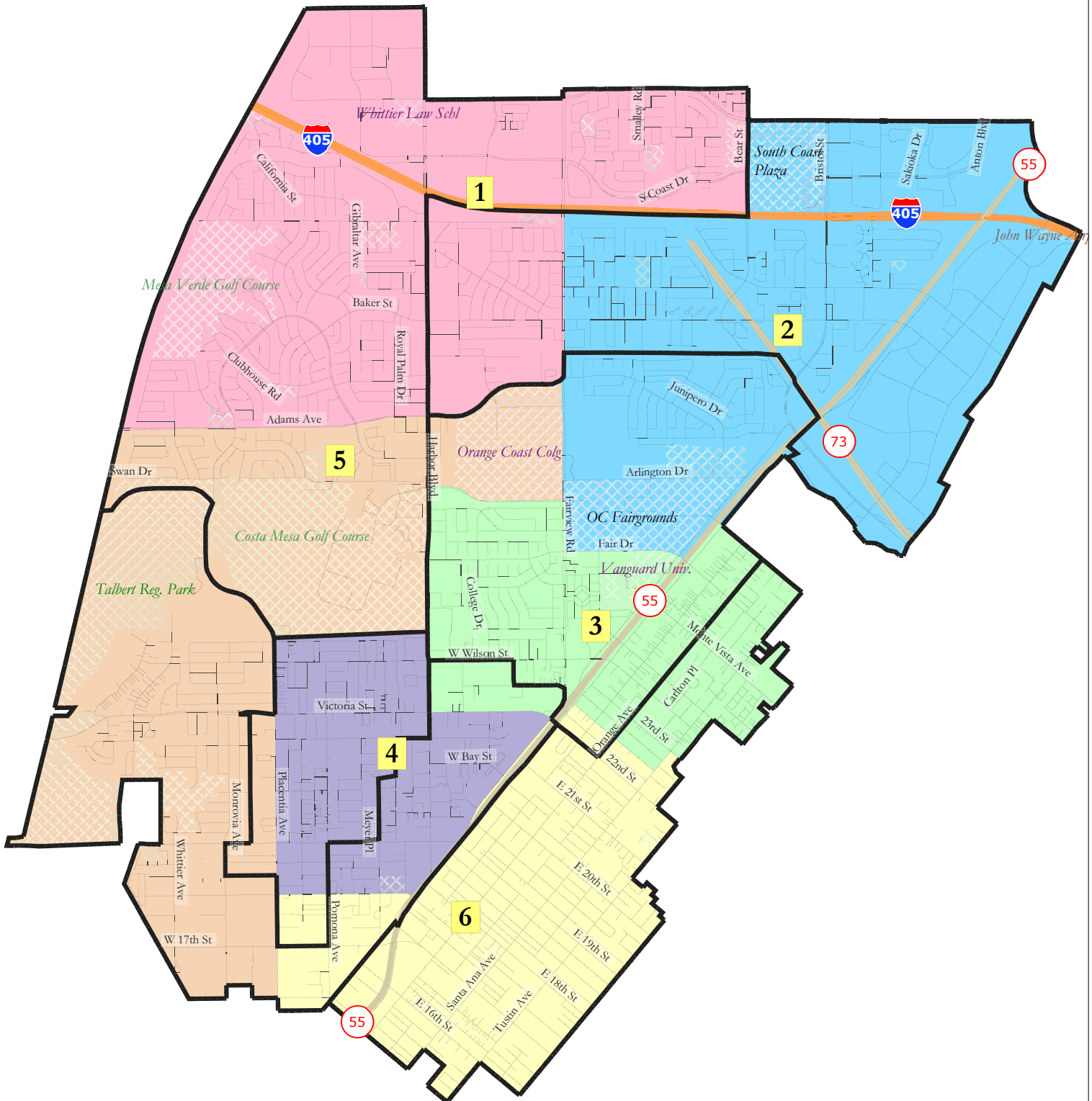
## Public Map 103



<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

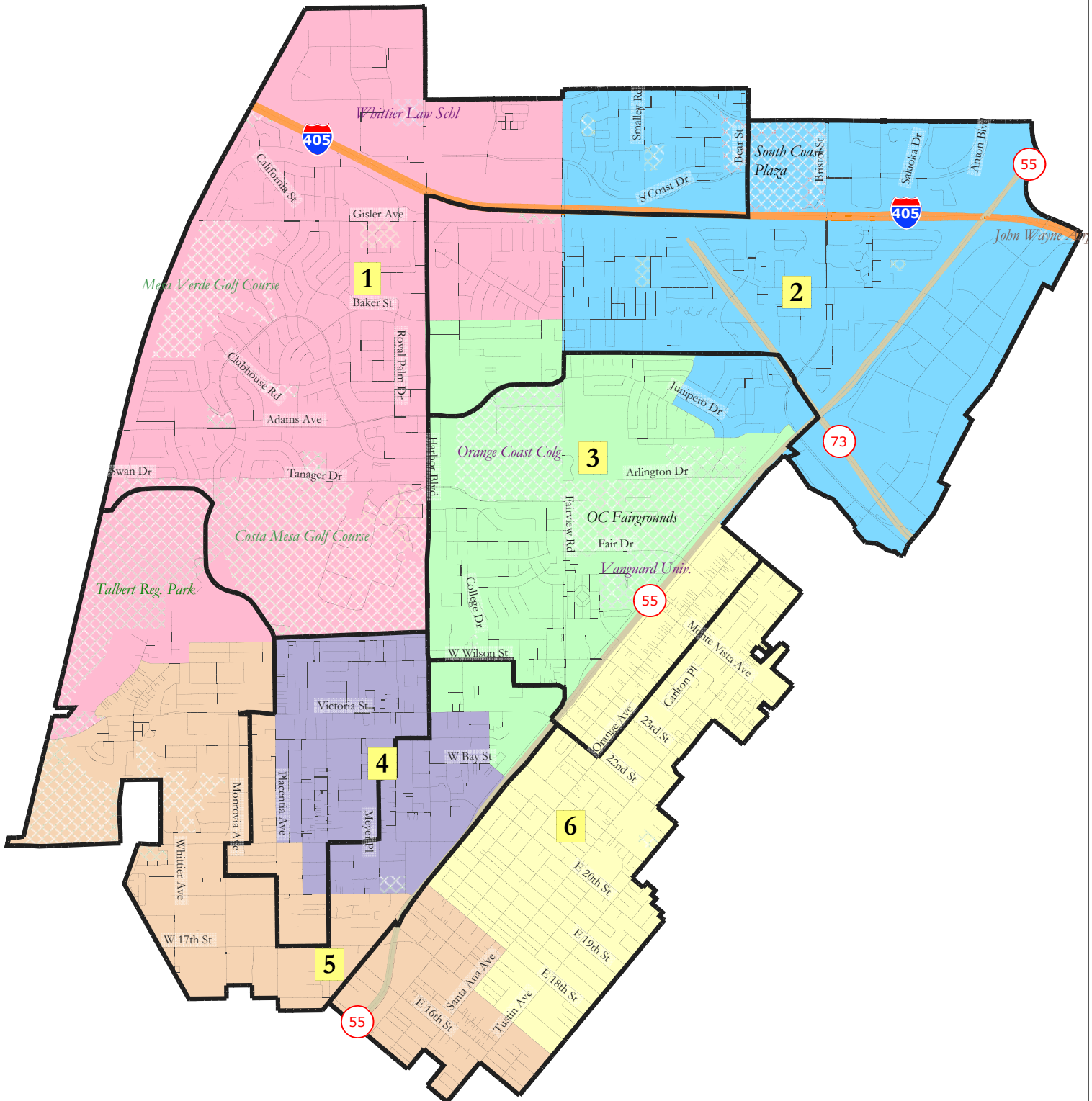
## Public Map 104



<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

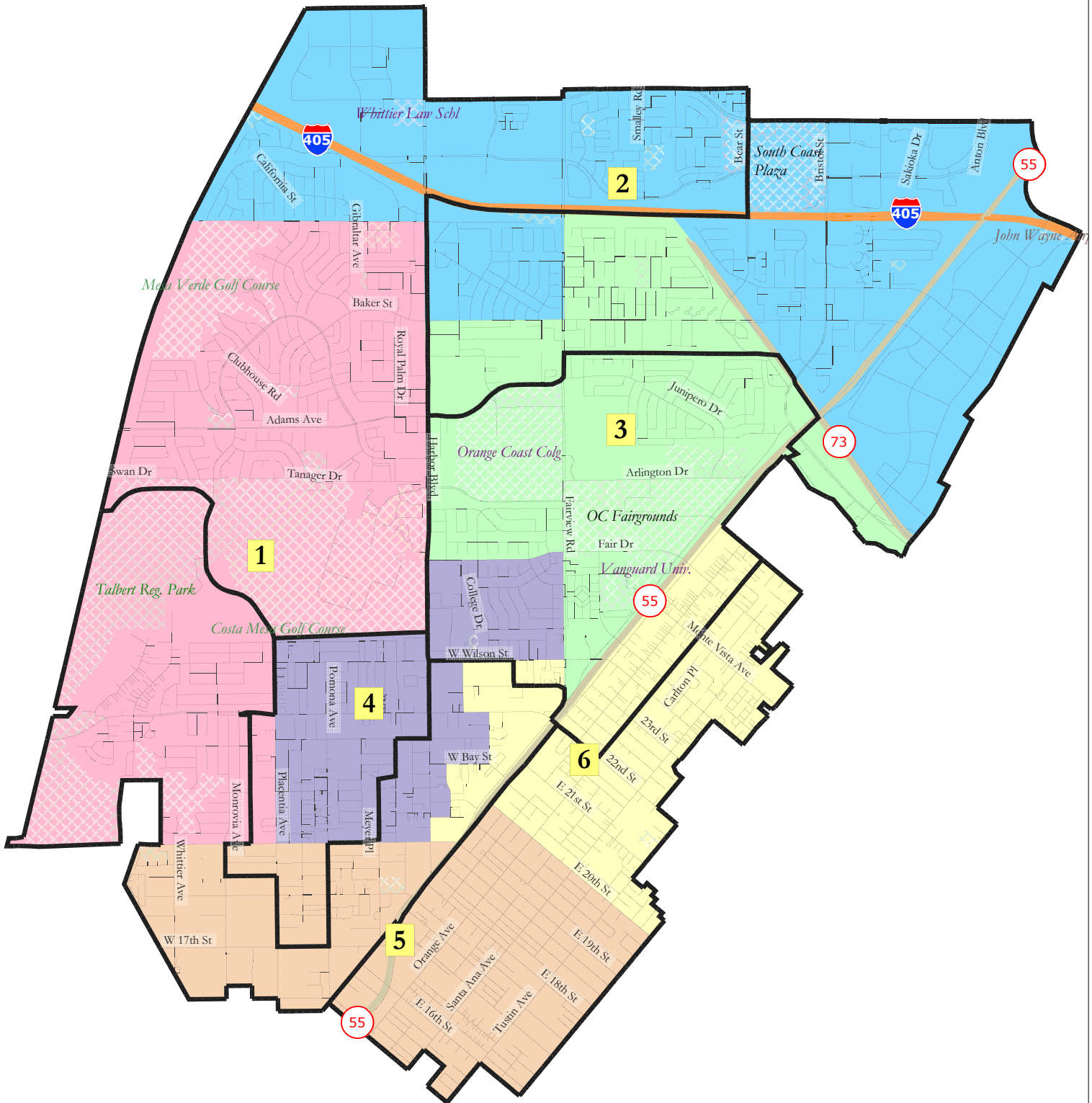
## Public Map 105



<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

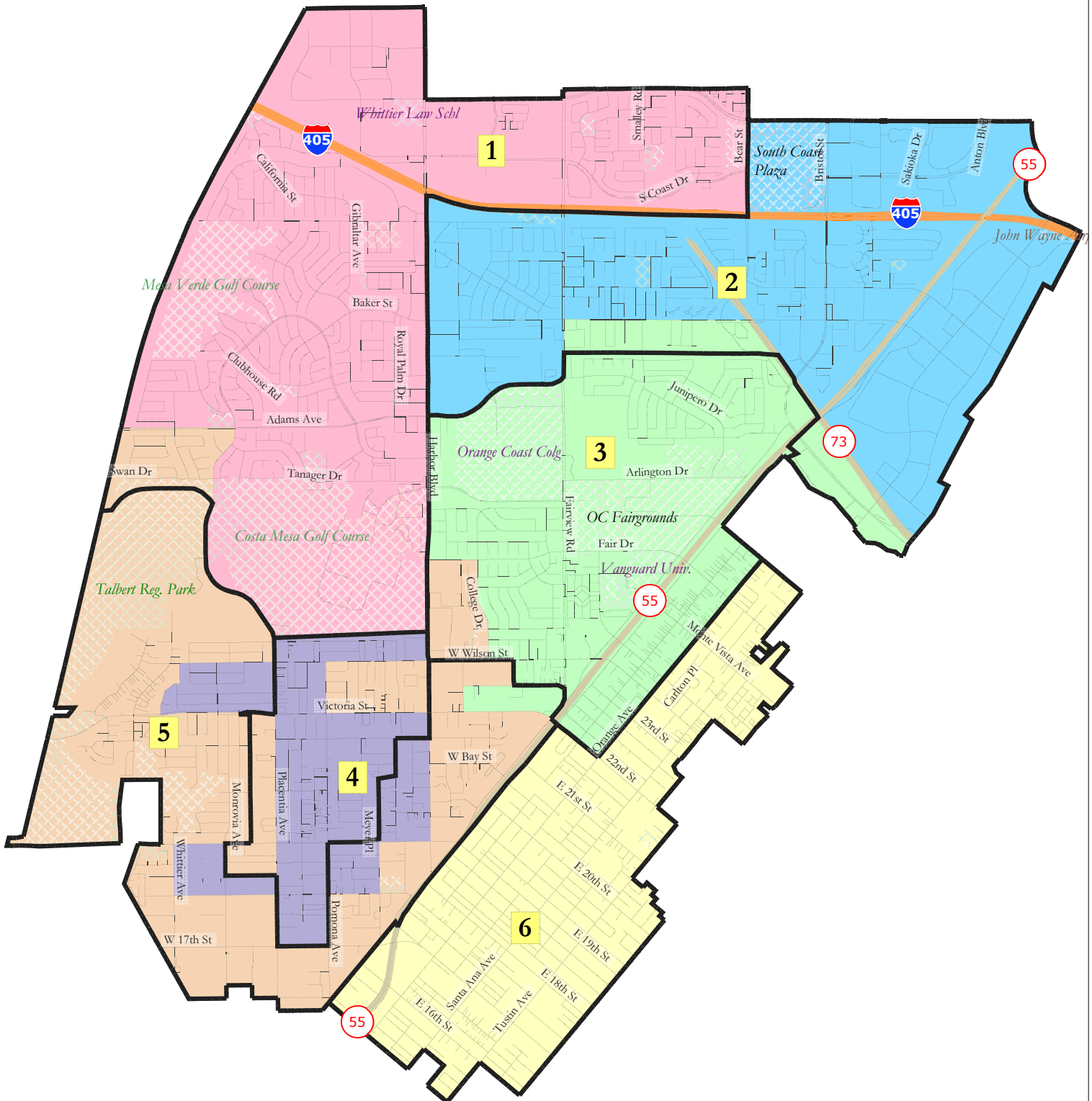
## Public Map 106



<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

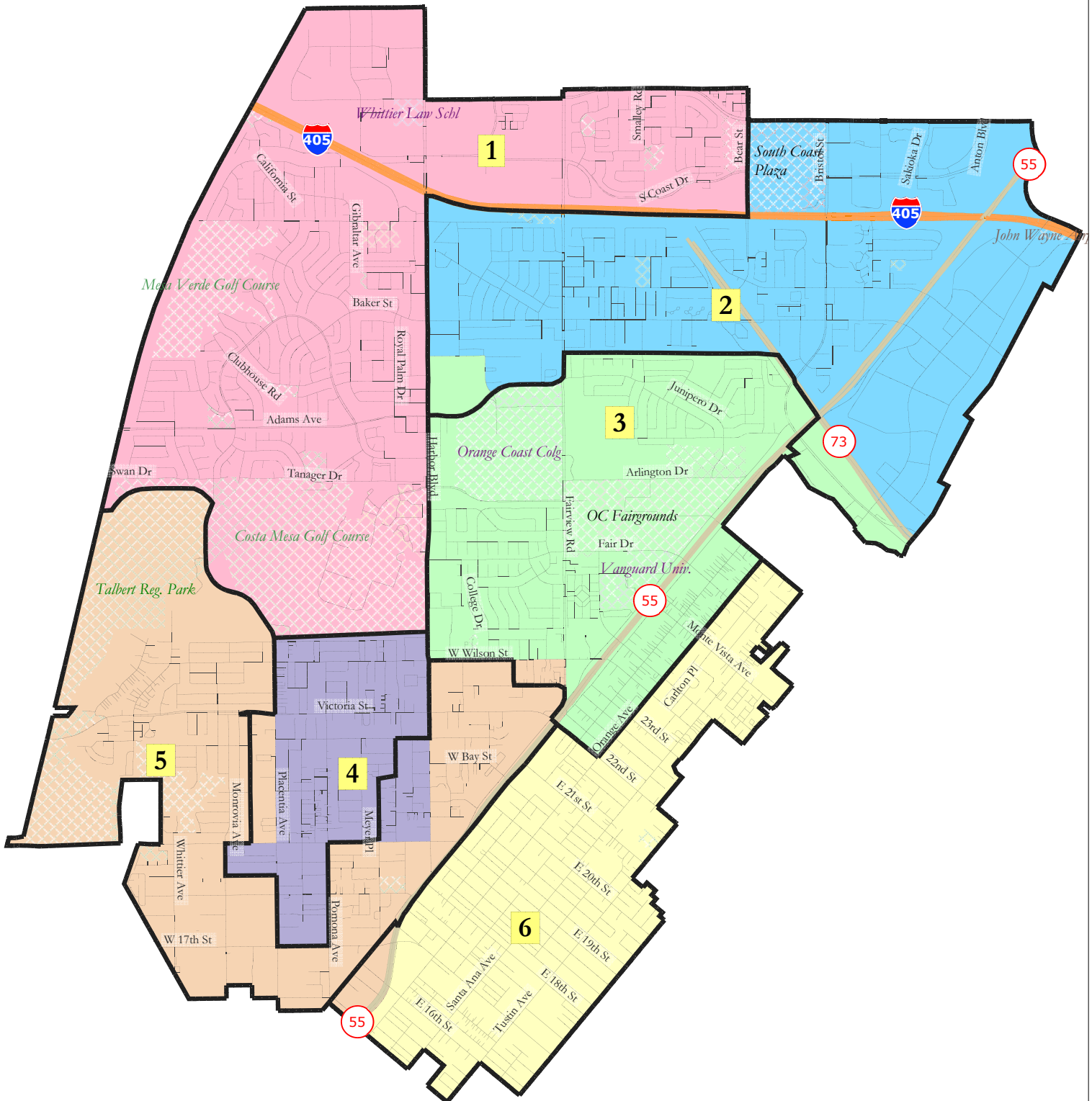
## Public Map 107



<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
2020 Total Pop	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%
	% 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%
Citizen Voting Age Pop	% Asian-American	14%	18%	10%	5%	8%	6%	10%
	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%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	12%	20%	12%	7%	6%	6%	11%
	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%
Voter Turnout (Nov 2018)	% NH Black	2%	6%	1%	1%	2%	2%	2%
	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%
Voter Turnout (Nov 2020)	% NH Black	2%	6%	1%	1%	2%	2%	2%
	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%
ACS Pop. Est.	% NH Black est.	2%	6%	1%	1%	2%	2%	2%
Age	Total	19,182	18,495	18,480	20,306	17,604	19,158	113,224
	age0-19	22%	17%	22%	31%	23%	22%	23%
	age20-60	56%	71%	60%	60%	61%	61%	61%
Immigration	age60plus	22%	12%	18%	10%	16%	18%	16%
	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

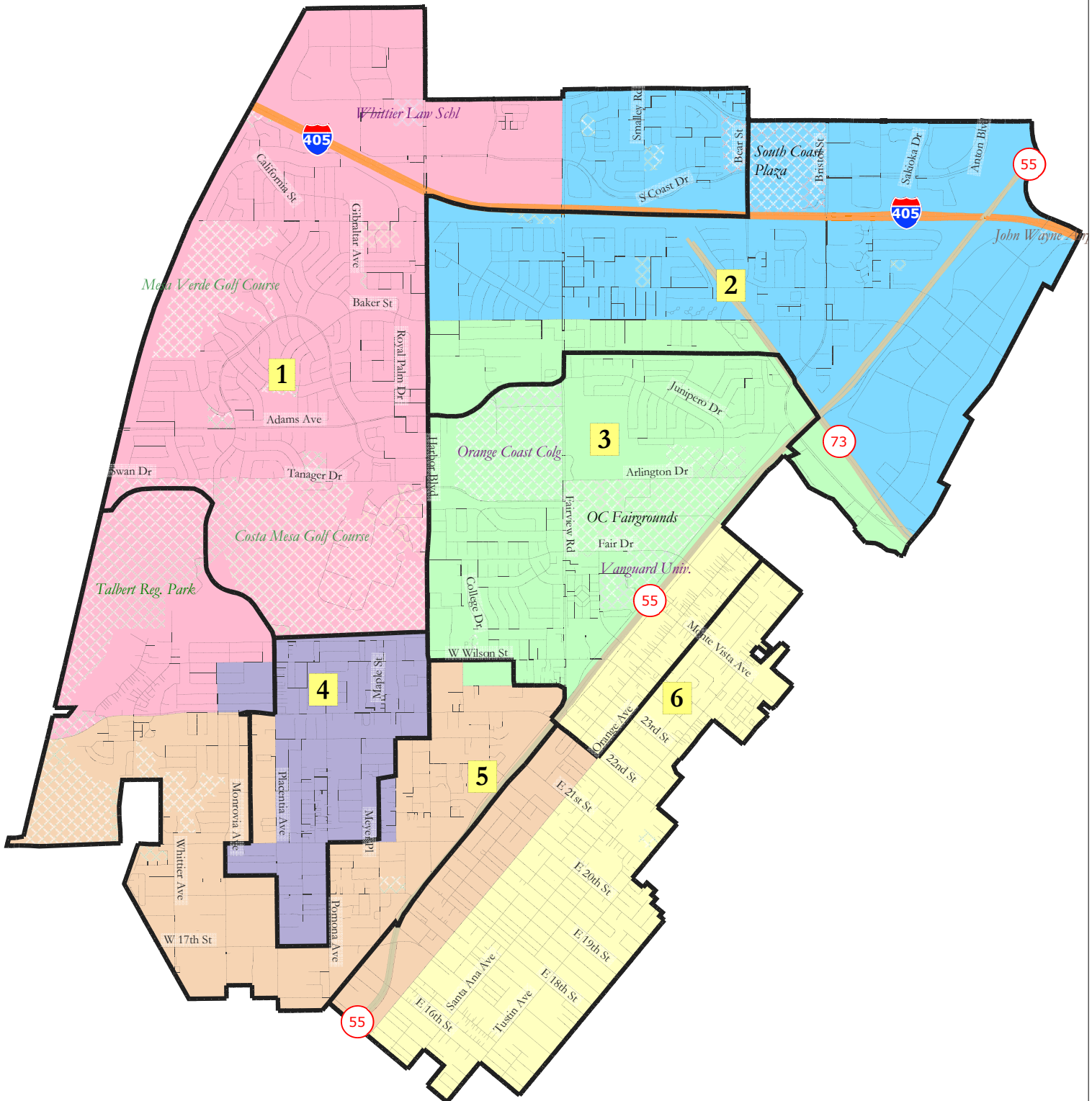
## NDC Map 108



<i>City of Costa Mesa - NDC Map 108</i>								
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

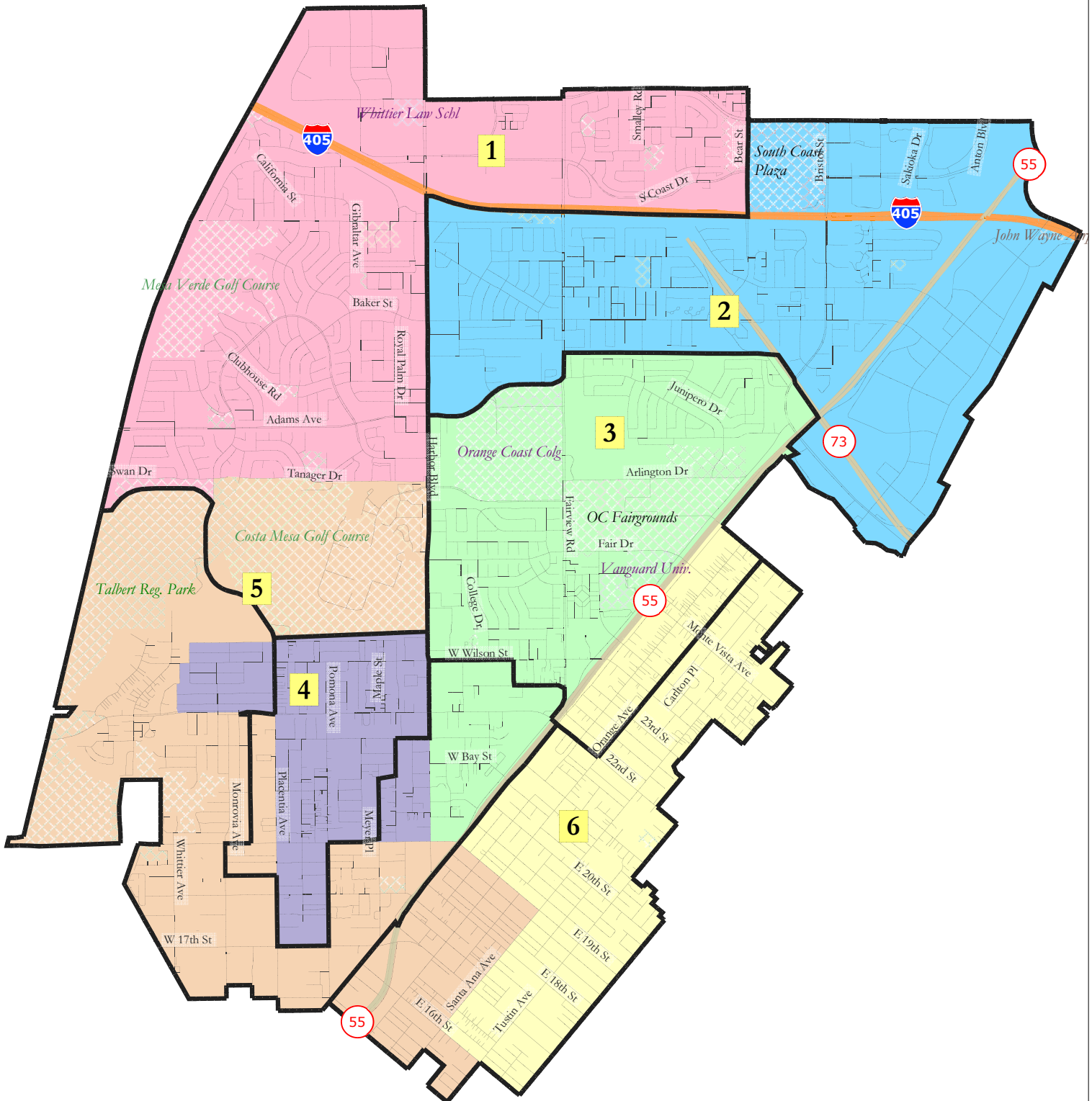
## NDC Map 109



<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

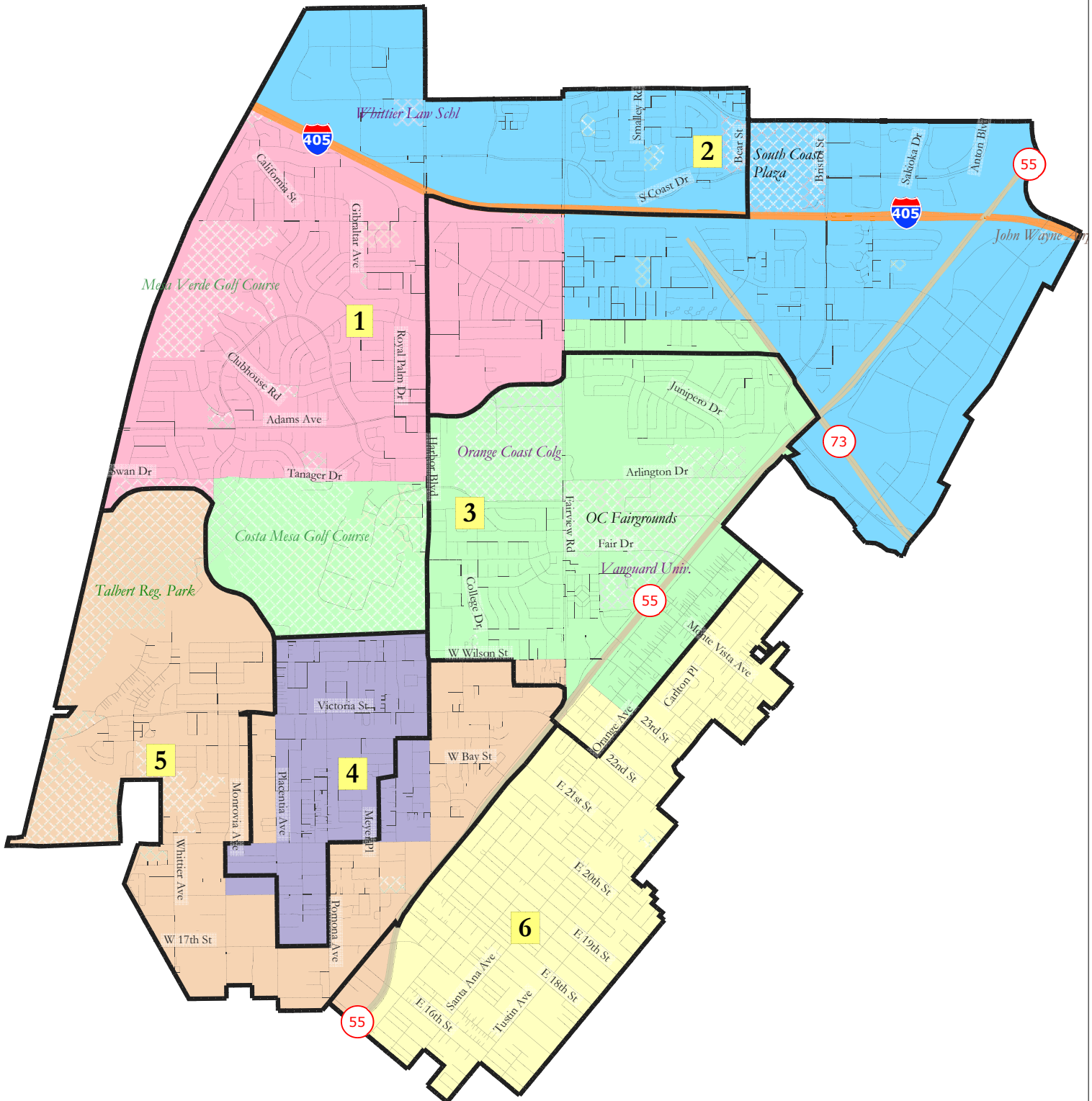
## NDC Map 110



<i>City of Costa Mesa - NDC Map 110</i>								
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

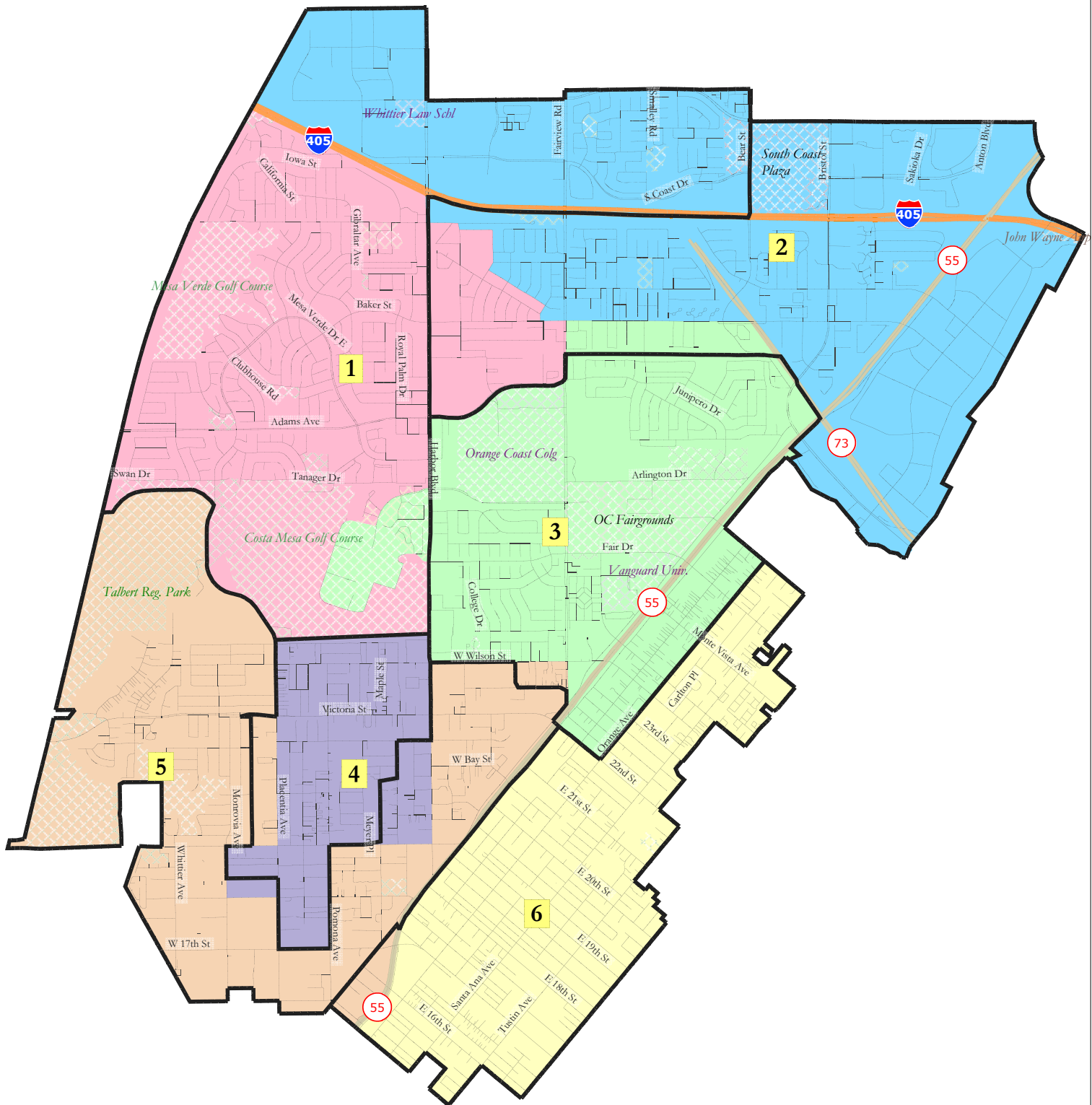
# Public Map 111



<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

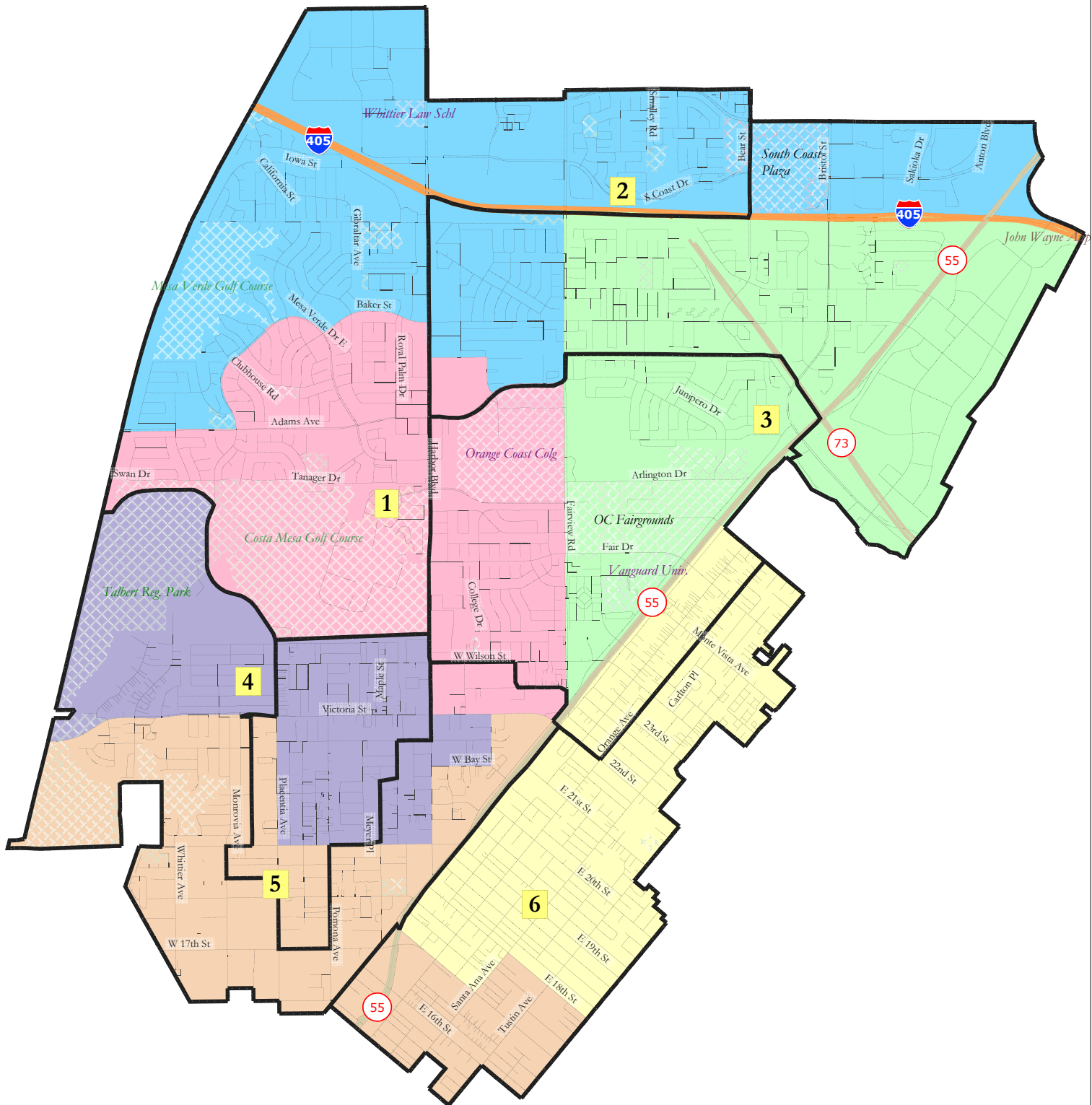
## Public Map 112



<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

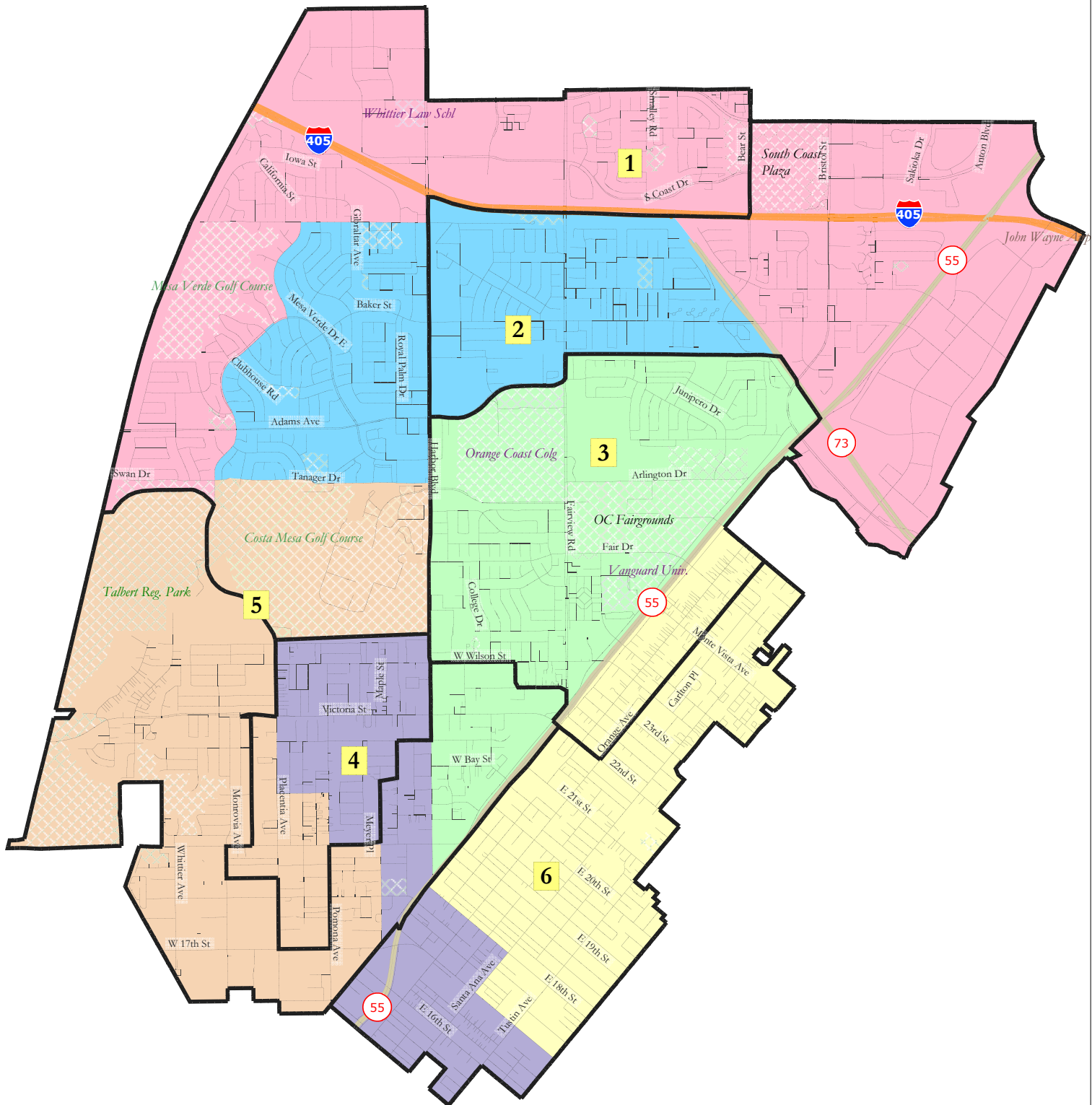
## Public Map 113



<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

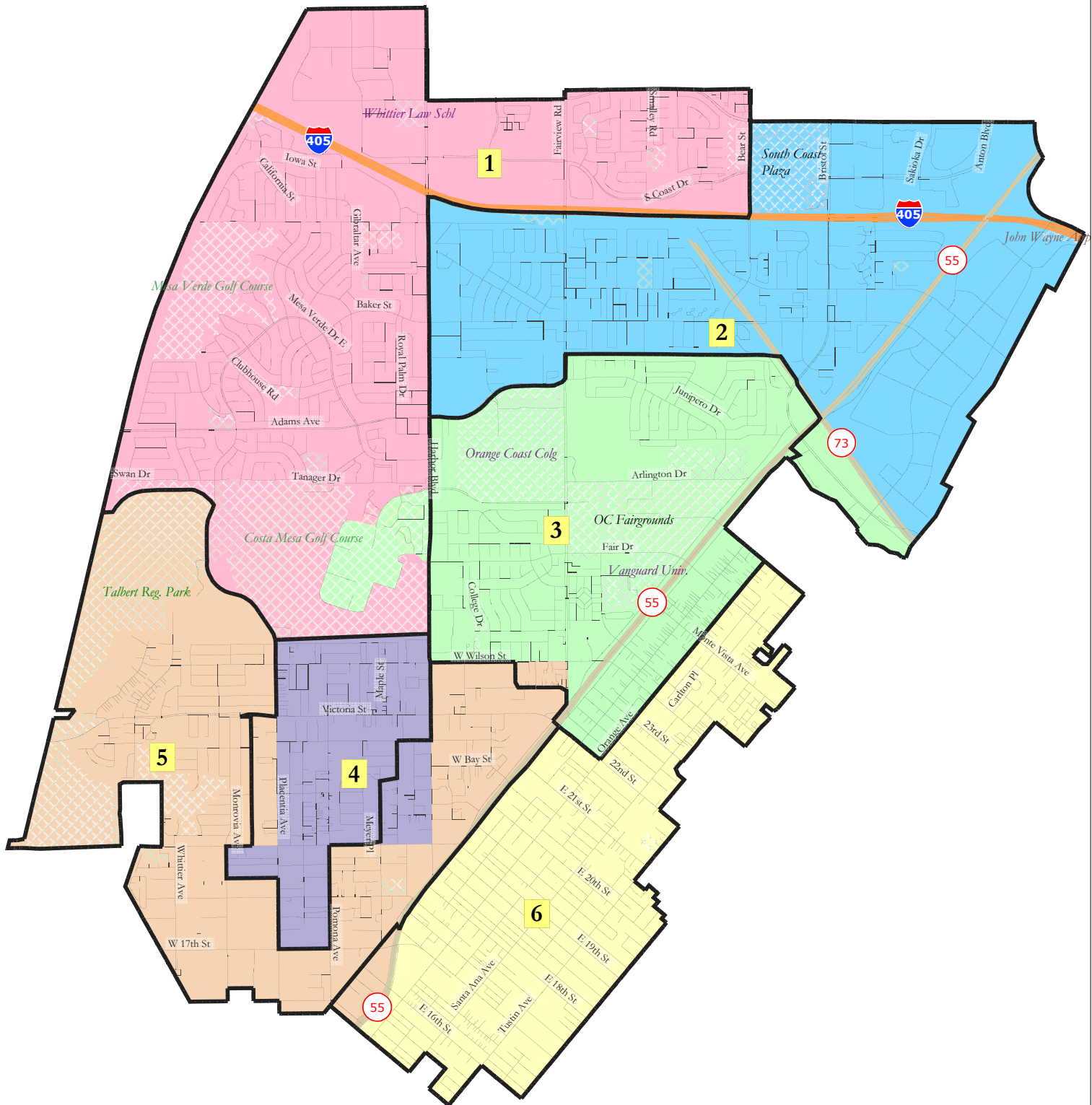
## Public Map 114



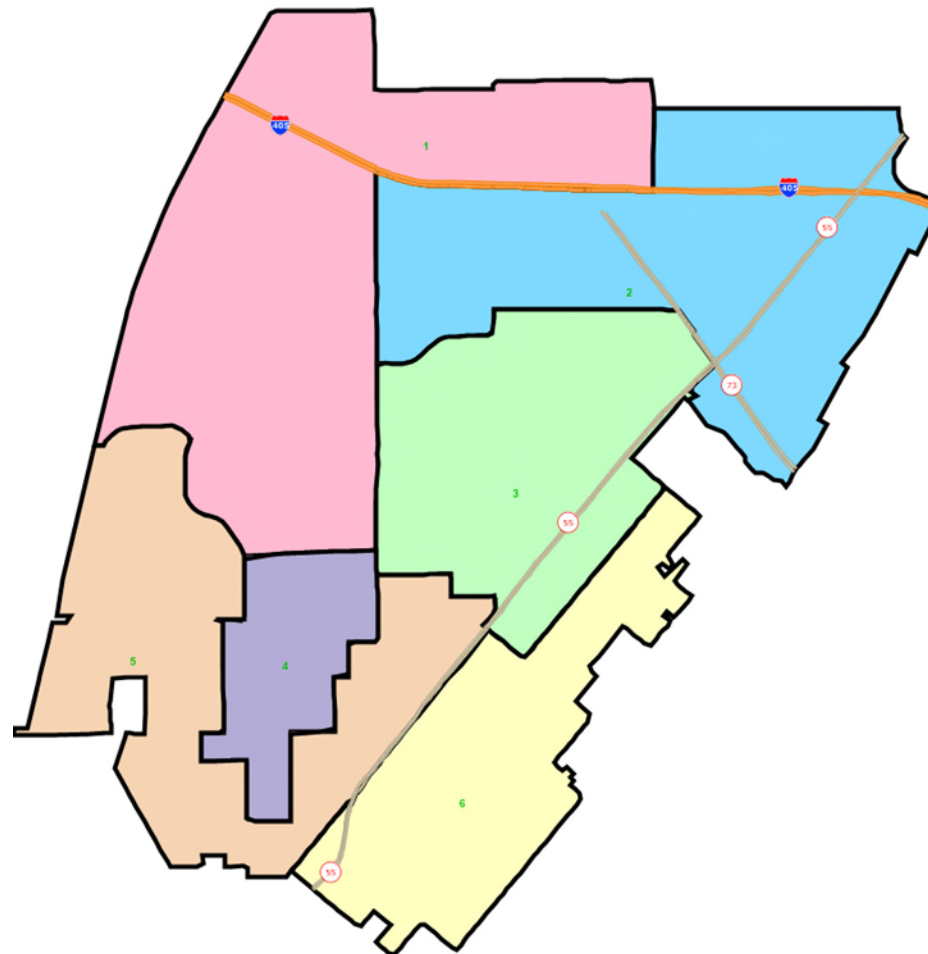
<i>City of Costa Mesa - Public Map 114</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	18,742	18,644	18,889	17,736	19,449	18,677	112,137
	Deviation from ideal	53	-46	200	-954	760	-13	1,713
	% Deviation	0.28%	-0.24%	1.07%	-5.10%	4.06%	-0.07%	9.17%
2020 Total Pop	% Hisp	22%	31%	41%	57%	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	Total	19,421	17,972	17,947	20,009	19,316	18,559	113,224
	age0-19	18%	21%	23%	29%	24%	22%	23%
	age20-60	65%	63%	62%	60%	61%	58%	61%
Immigration	age60plus	17%	16%	16%	11%	15%	19%	16%
	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 Public Hearing

Feb. 15, 2022

Dr. Justin Levitt, Vice President  
National Demographics Corporation

# Redistricting – Why Now?

- ❑ Costa Mesa moved to districts in 2017 after voters approved Measure EE in November 2016
- ❑ Costa Mesa election used districts for first time in 2018 and again in 2020
- ❑ Redistricting is required when the decennial Census data is released, once every ten years
- ❑ Delays in receiving the Census data have delayed states, counties, cities, and other jurisdictions throughout California and the US
- ❑ New laws like the Fair Maps Act have changed how districts are drawn and how the process is conducted

# Redistricting Process

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Step	Description
<b>Informational Session</b> August 3, 2021	Explain the redistricting process Educate and solicit input on communities of interest
<b>Census Data Release</b> August 16, 2021	Census Bureau releases official 2020 Census population data; official state prisoner-adjusted counts released on Sept 20, 2021
<b>Public Hearing 1</b> October 19	Educate and solicit input on communities of interest
<b>Community Forums</b> October 23, December 1 & January 8	Workshops held at different locations throughout the community to provide training on the tools and take public comment on communities of interest/draft maps
<b>Two Draft Map Hearings</b> November 16 & February 15	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
<b>Map Selection</b> March 1, 2022	Council makes final selection of map and introduces ordinance. Final map must be posted at least 7 days prior to adoption.
<b>Map Adoption</b> March 15, 2022	Map is approved a regular Council meeting State deadline for adoption is April 17, 2022
November 2022	<b>First Election with new districts</b>

# Redistricting Rules and Goals

## 1. Federal Laws

**Equal Population**  
**Federal Voting Rights Act**  
**No Racial Gerrymandering**



## 2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**  
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**  
(Do not bypass one group of people to get to a more distant group of people)

**Prohibited:** “Shall not favor or discriminate against a political party.”

## 3. Other Traditional Redistricting Principles

**Minimize voters shifted to different election years**

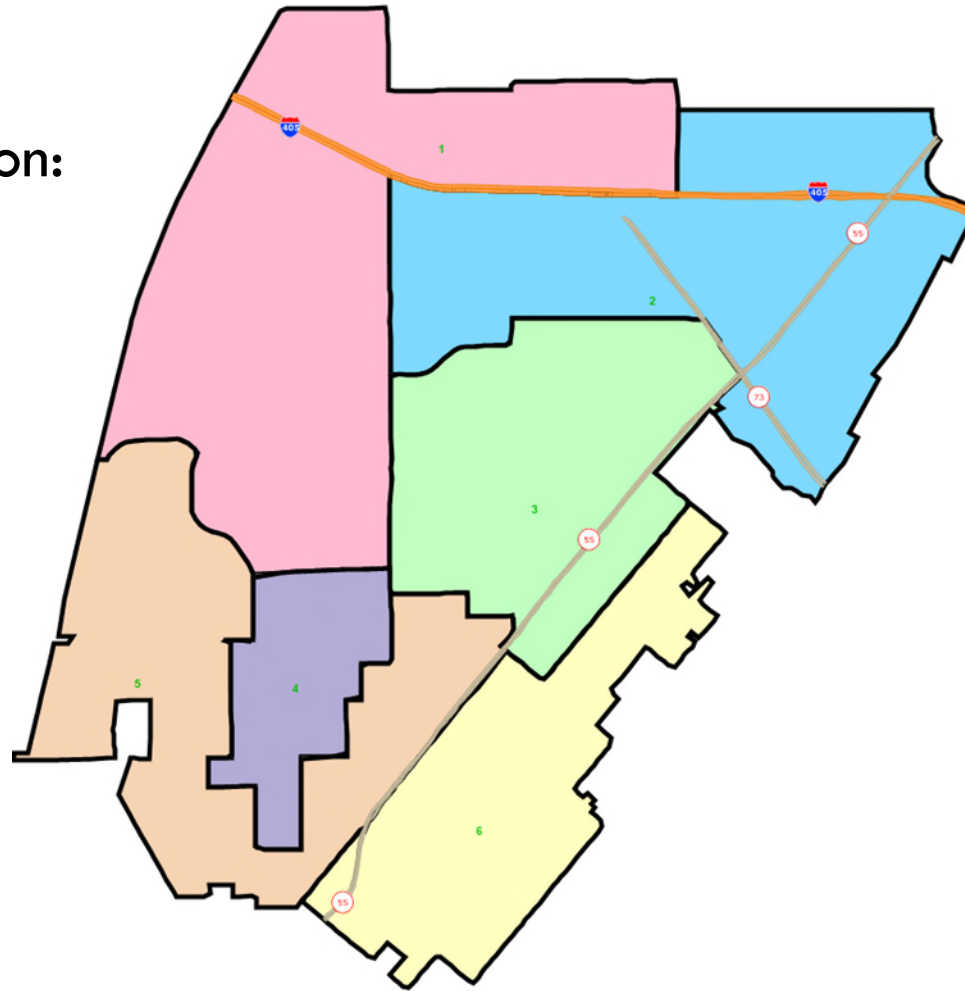
**Respect voters’ choices / continuity in office**

**Future population growth**

**Preserving the core of existing districts**

# Current District Map Overview

Total Deviation:  
11.52%



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# Draft Maps as of 2/15/2022

Maps are available on the [Interactive Web Viewer](#)

# Draft Maps Overview

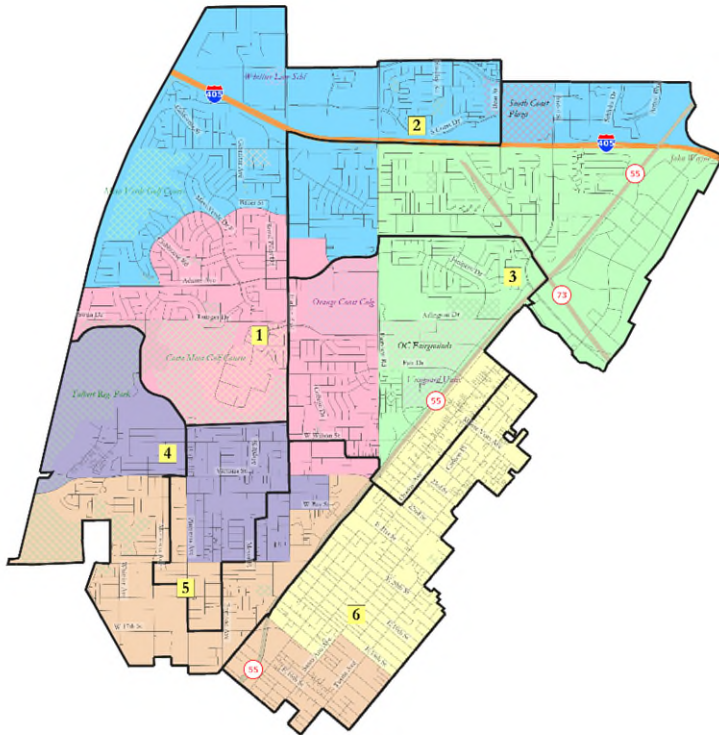
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- ❑ On November 16, 2021, the Council considered 10 maps
  - ▣ An 11<sup>th</sup> map – a population-balanced version of 101 – was submitted just prior to that meeting.
  - ▣ Map 108 supported by three Council Members
- ❑ For 2/15, we have five new maps
  - ▣ All five maps are population-balanced, but two (113 and 114) lack a majority-Latino district
  - ▣ Map 115 reflects changes and factors requested by Council

# Maps that need modifications

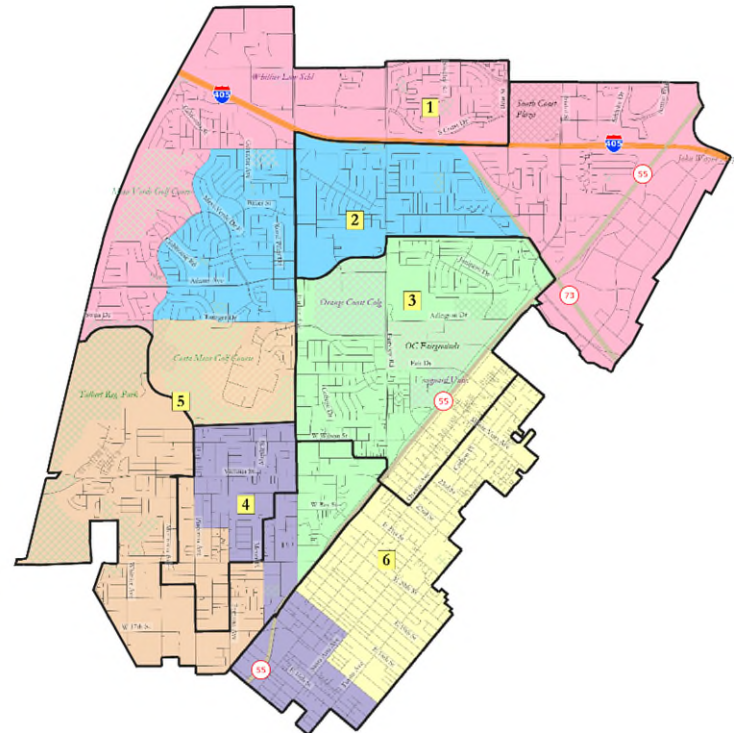
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Map 113  
No majority-  
Latino district



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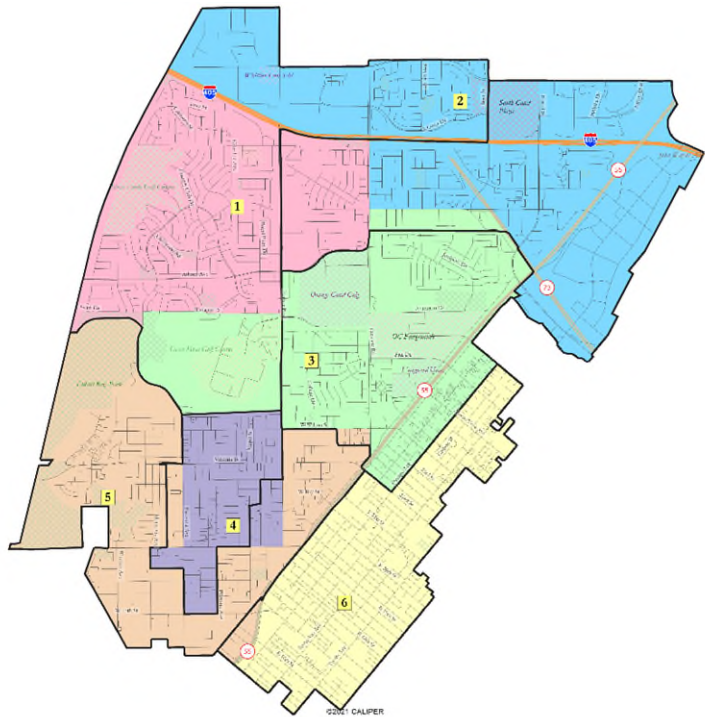
Map 114  
No majority-  
Latino district



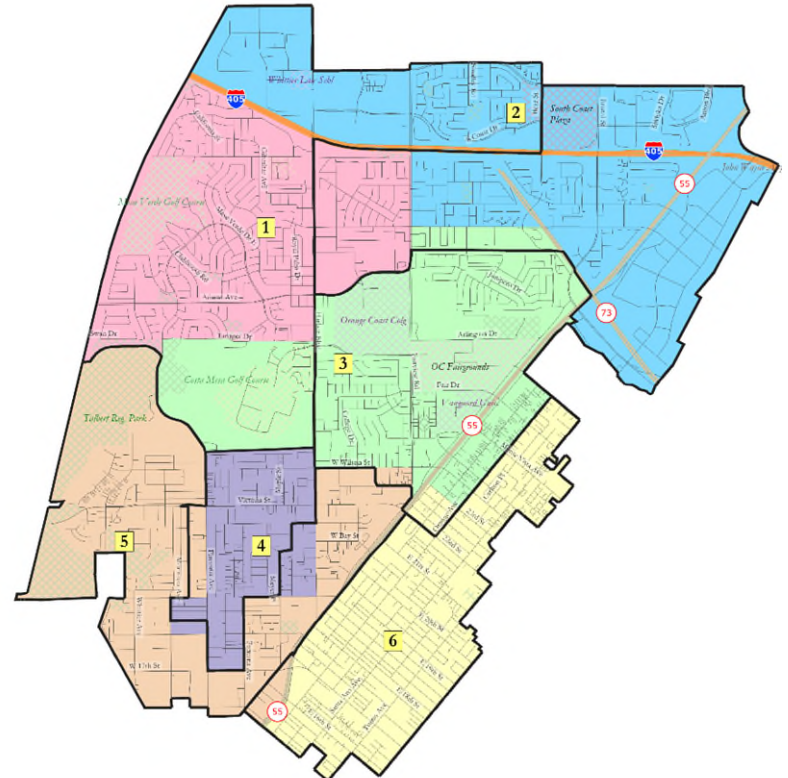
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# Maps 101 and 111

Map 101  
Not Population-  
Balanced

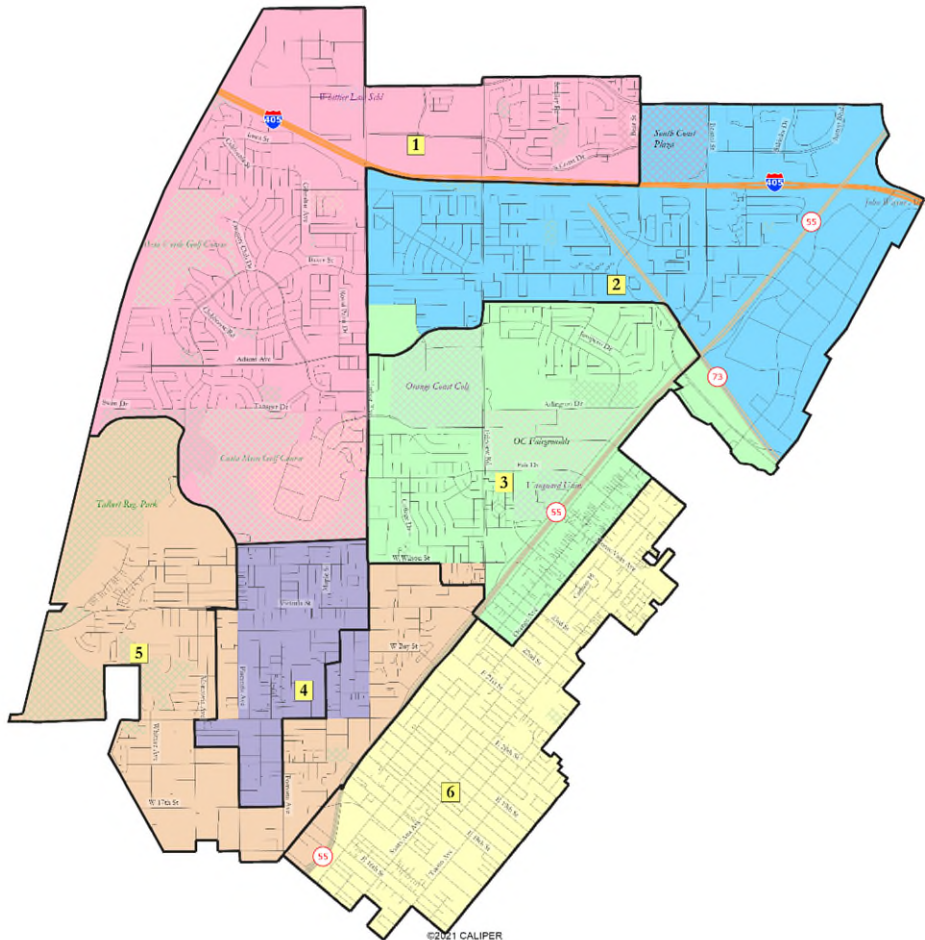


Map 111  
Pop-Balanced  
version

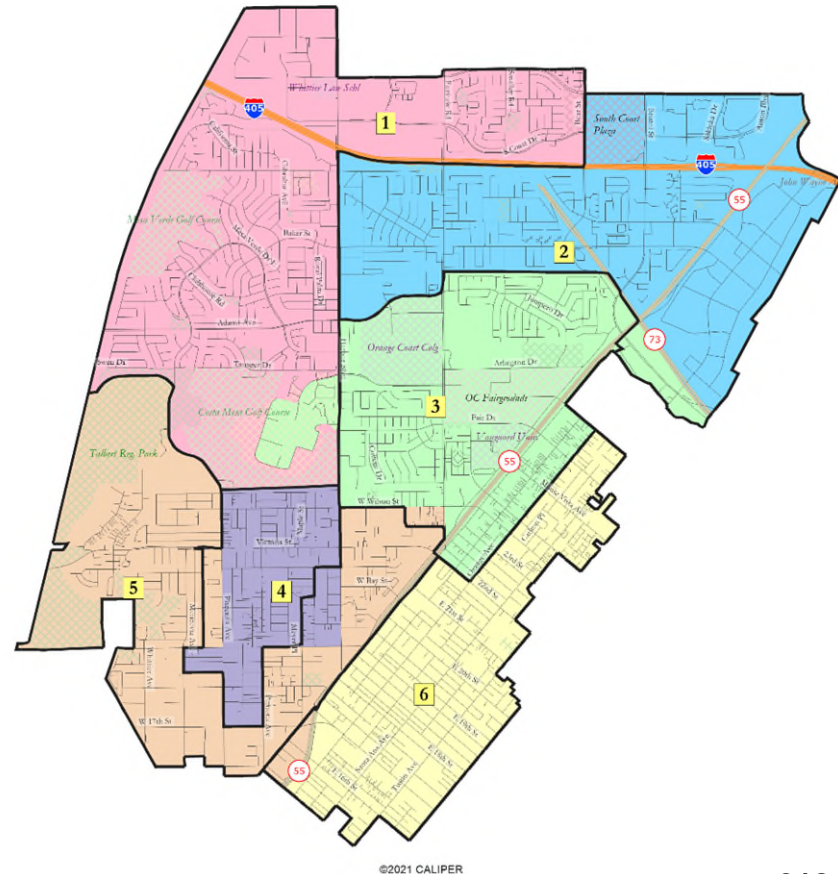


# Maps 108 and 115

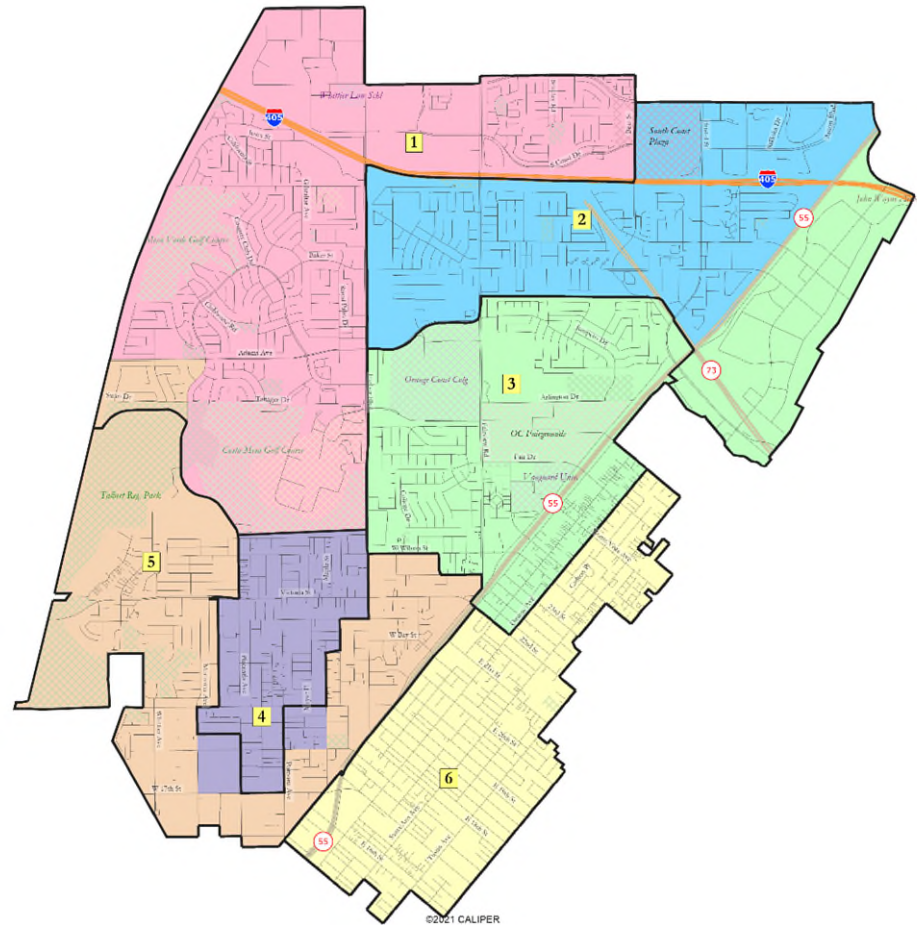
Map 108



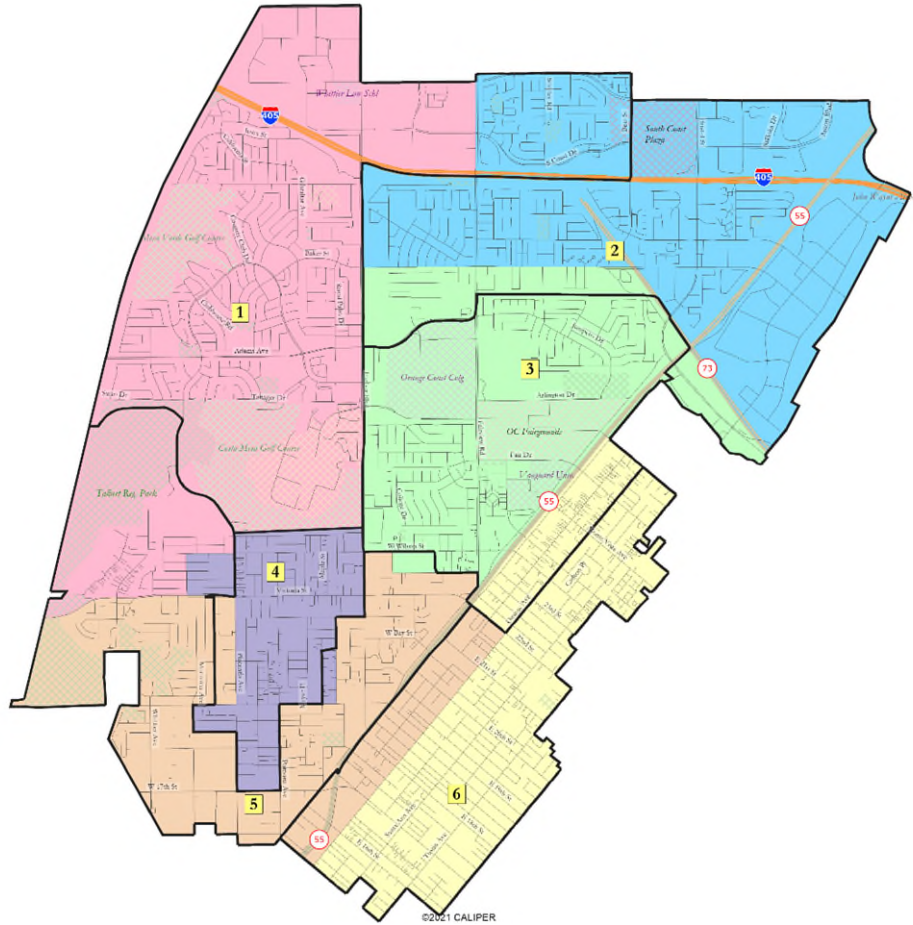
Map 115  
(Adjusted 108)



# Map 102

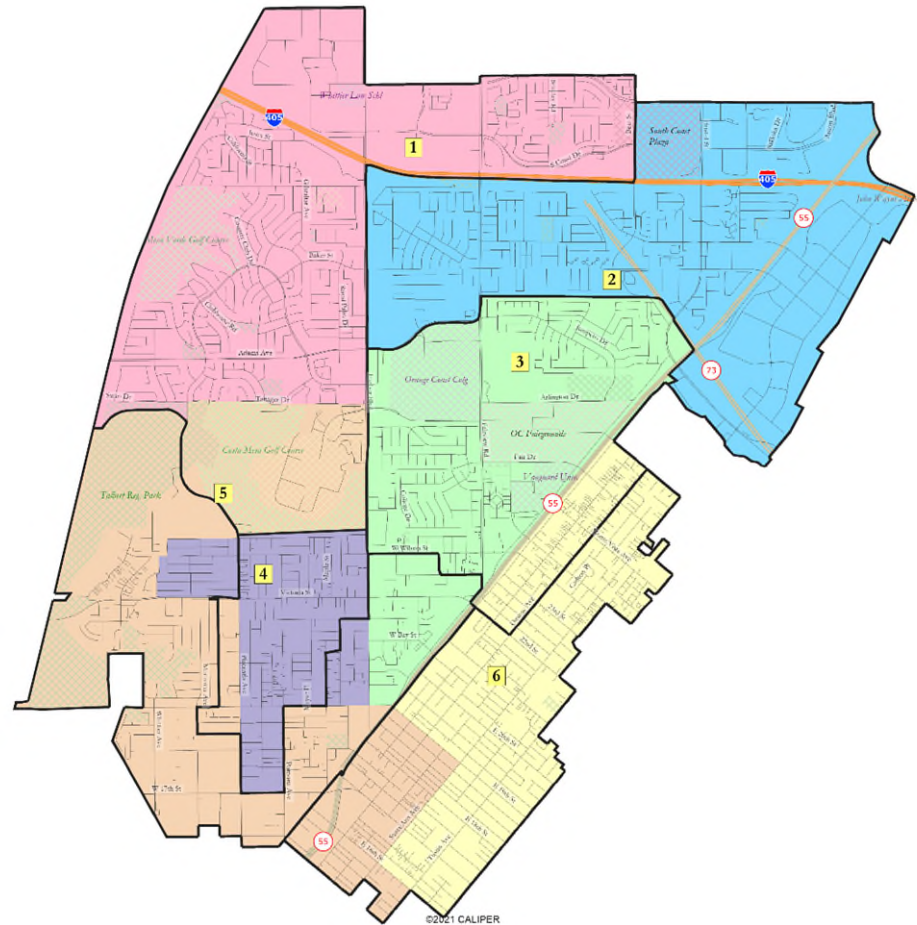


# Map 109



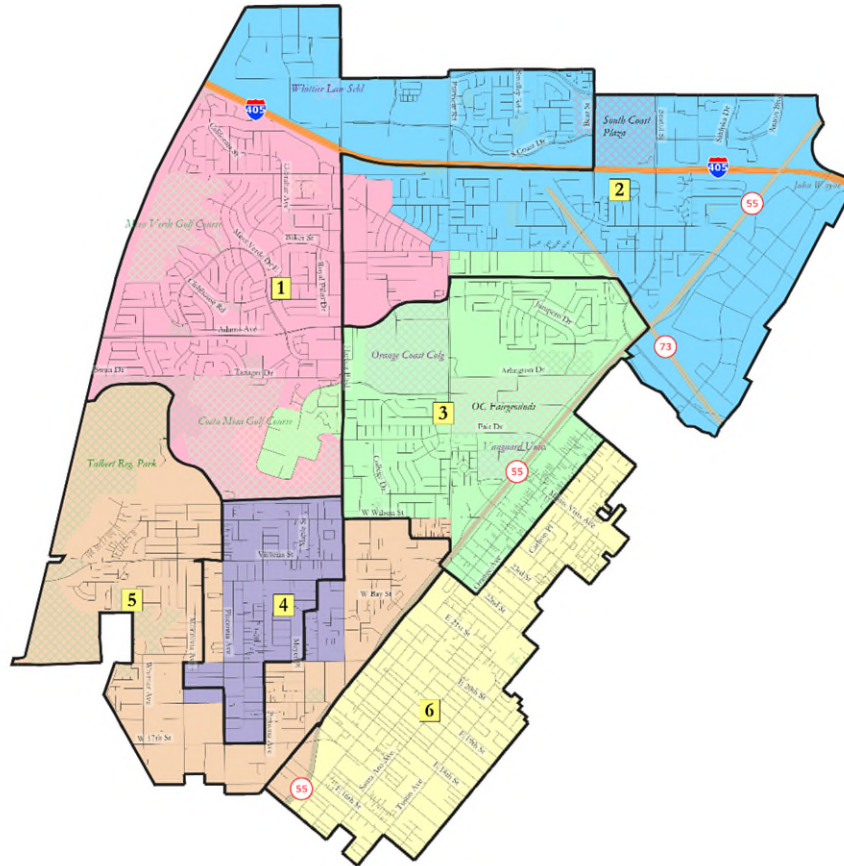
# Map 110

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# Map 112

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# Public Hearing & Discussion

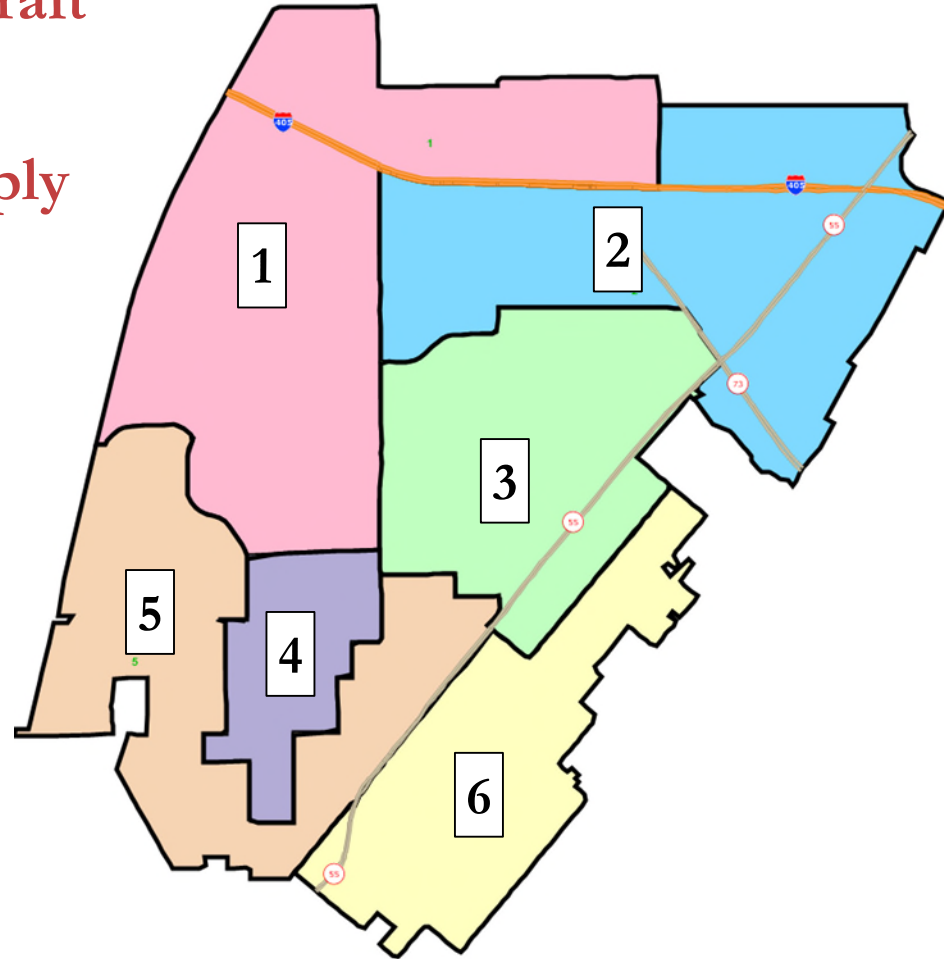
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What do you like about the draft maps?

How well does the map comply with the Fair Maps Act?

Direction on:

- ❑ Preferred map(s)
- ❑ Additional revisions requested for 3/1



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# Share Your Thoughts

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## Phone

714-754-5225 (City Clerk's Office)

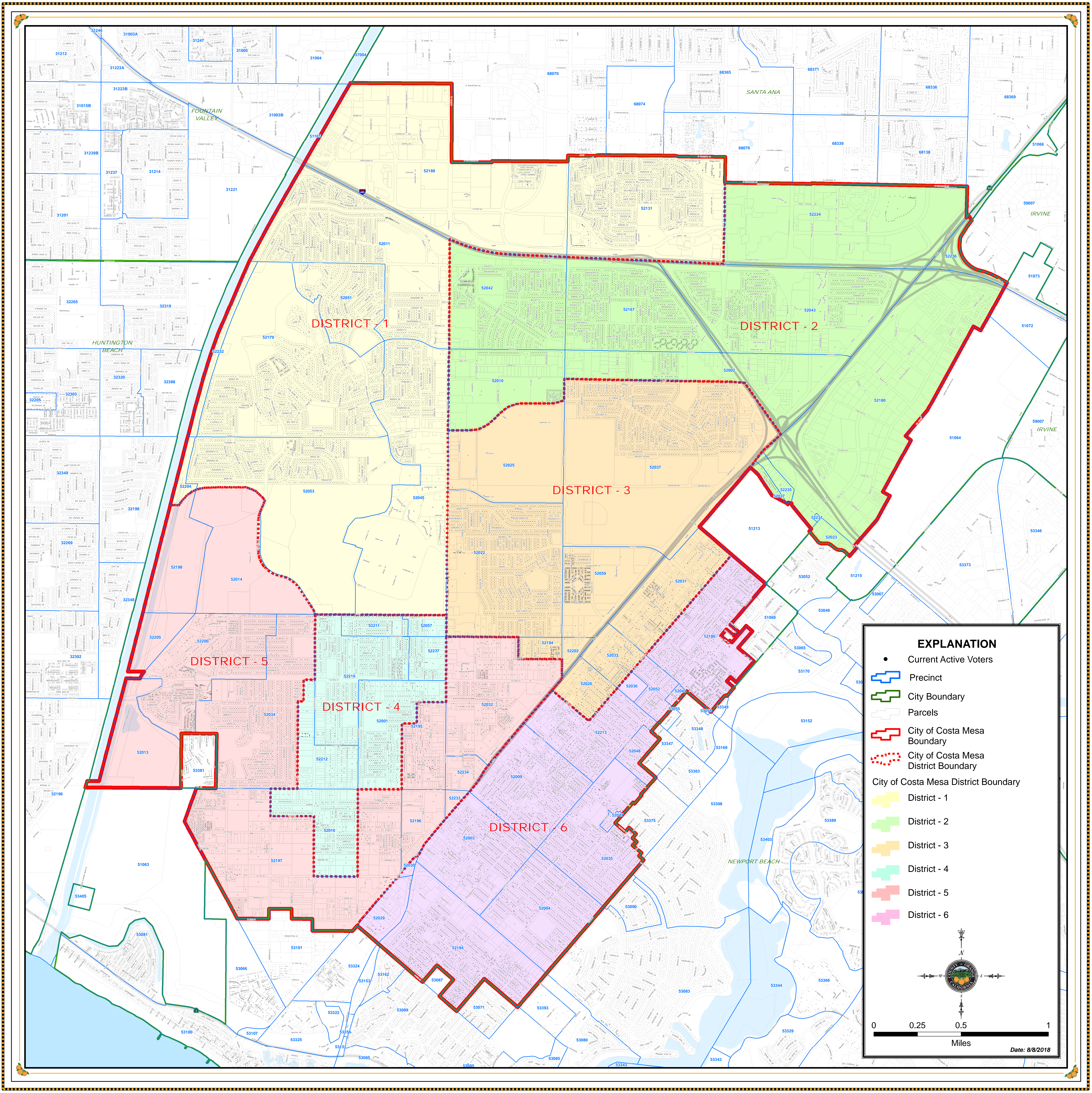
## Email

[Redistricting@costamesaca.gov](mailto:Redistricting@costamesaca.gov)

## Website

<http://redistrictcostamesa.org/>

<i>City of Costa Mesa - Current Districts - 2020 Census (State-Adjusted)</i>								
District		1	2	3	4	5	6	Total
2020	2020 Est. Total Pop	19,636	19,506	17,709	17,483	19,006	18,797	112,137
	Deviation from ideal	947	817	-981	-1,207	317	108	2,153
	% Deviation	5.06%	4.37%	-5.25%	-6.46%	1.69%	0.58%	11.52%
2020 Total Pop	% Hisp	24%	31%	32%	77%	42%	16%	36%
	% NH White	56%	45%	53%	16%	46%	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	14,607	14,484	12,107	7,653	11,817	14,283	74,953
	% Hisp	17%	21%	18%	57%	28%	12%	23%
	% NH White	67%	52%	69%	33%	62%	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	12,794	10,916	10,126	5,719	10,224	12,818	62,597
	% Latino est.	15%	22%	19%	54%	24%	10%	21%
	% Spanish-Surnamed	14%	20%	18%	49%	22%	9%	19%
	% Asian-Surnamed	7%	10%	5%	4%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	76%	62%	75%	43%	70%	85%	71%
	% NH Black	2%	6%	2%	1%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	8,434	6,068	6,125	2,933	6,003	8,194	37,757
	% Latino est.	11%	18%	15%	50%	22%	8%	17%
	% Spanish-Surnamed	11%	17%	14%	46%	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%	67%	78%	47%	72%	86%	75%
	% NH Black	2%	5%	1%	1%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	11,294	9,182	8,720	4,488	8,647	11,403	53,734
	% Latino est.	14%	21%	18%	51%	23%	9%	19%
	% Spanish-Surnamed	13%	19%	16%	46%	21%	9%	18%
	% Asian-Surnamed	7%	10%	5%	5%	4%	3%	6%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%
	% NH White est.	77%	63%	76%	46%	71%	85%	73%
	% NH Black est.	2%	6%	2%	1%	2%	2%	2%
ACS Pop. Est.	Total	20,175	19,418	17,139	19,075	18,260	19,158	113,224
Age	age0-19	23%	17%	22%	32%	22%	22%	23%
	age20-60	55%	71%	60%	59%	63%	61%	61%
	age60plus	22%	12%	18%	9%	15%	18%	16%
Immigration	immigrants	19%	26%	24%	42%	29%	12%	25%
	naturalized	56%	60%	52%	25%	34%	56%	44%
Language spoken at home	english	71%	62%	67%	25%	57%	84%	61%
	spanish	16%	18%	23%	70%	37%	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"	9%	12%	12%	33%	20%	4%	15%
Education (among those age 25+)	hs-grad	39%	37%	39%	39%	41%	34%	38%
	bachelor	30%	32%	29%	13%	22%	37%	28%
	graduatedegree	15%	13%	12%	5%	12%	17%	13%
Child in Household	child-under18	29%	22%	27%	49%	29%	28%	30%
Pct of Pop. Age 16+	employed	66%	79%	72%	70%	73%	75%	73%
Household Income	income 0-25k	11%	10%	12%	19%	14%	11%	12%
	income 25-50k	15%	12%	18%	23%	17%	12%	15%
	income 50-75k	15%	16%	14%	22%	17%	13%	16%
	income 75-200k	42%	54%	43%	30%	43%	45%	44%
	income 200k-plus	17%	9%	12%	6%	9%	19%	12%
Housing Stats	single family	58%	31%	54%	37%	51%	64%	50%
	multi-family	42%	69%	46%	63%	49%	36%	50%
	rented	48%	75%	58%	79%	60%	55%	62%
	owned	52%	25%	42%	21%	40%	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.								



### EXPLANATION

- Current Active Voters
- Precinct
- City Boundary
- Parcels
- City of Costa Mesa Boundary
- City of Costa Mesa District Boundary

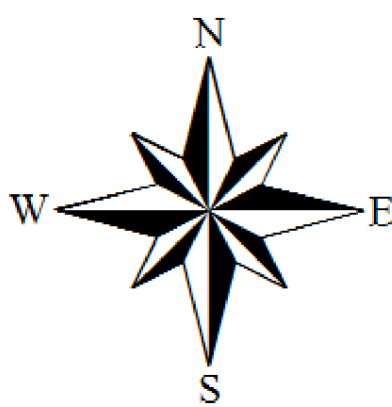
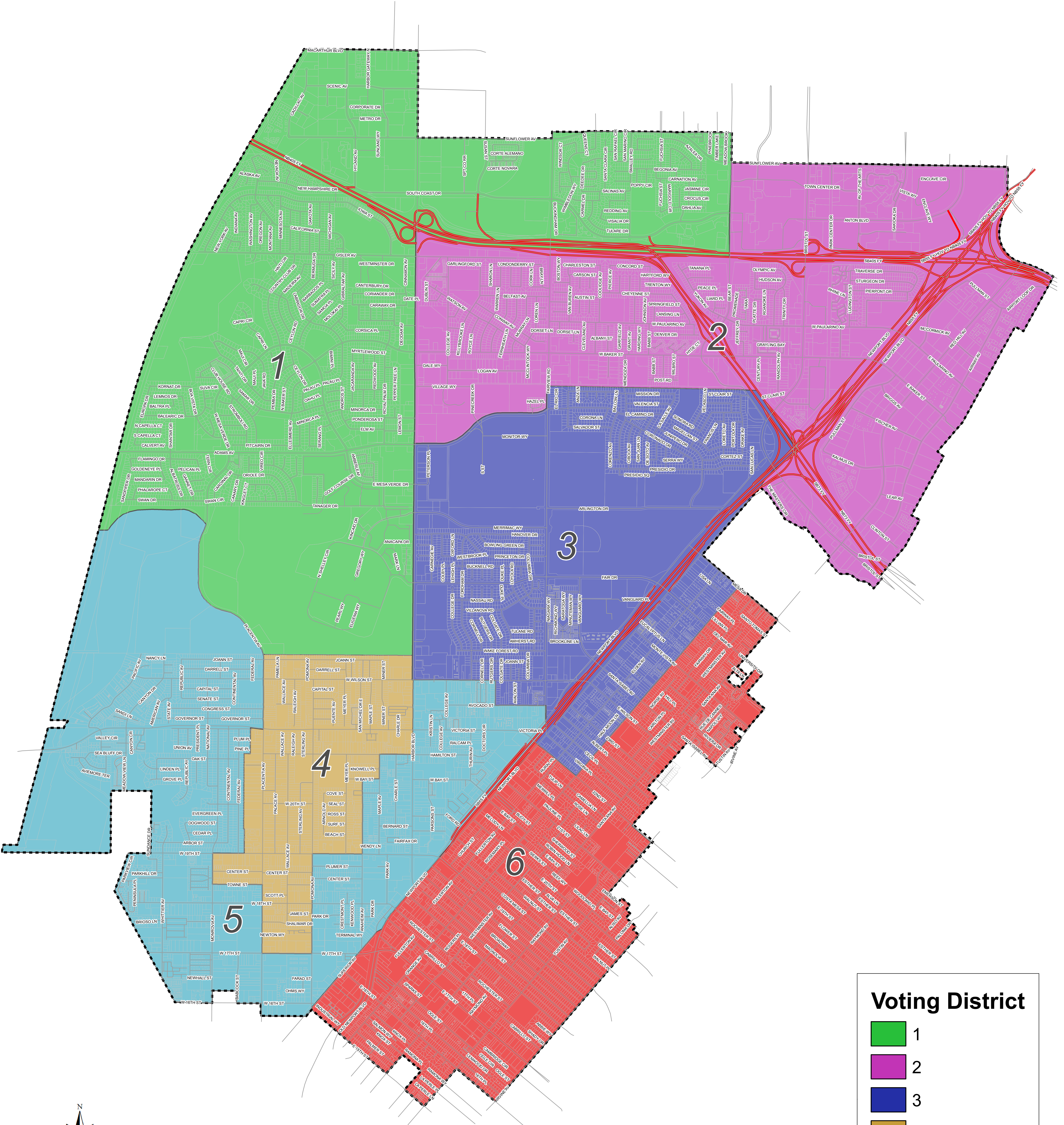
City of Costa Mesa District Boundary

- District - 1
- District - 2
- District - 3
- District - 4
- District - 5
- District - 6

0 0.25 0.5 1  
Miles

Date: 8/8/2018

# Voting Districts



0.2 0 0.2 0.4 Miles



## **CITY OF COSTA MESA**

*Draw the Line!*

**Costa Mesa Redistricting Community Workshop**  
**October 23, 2021 10:00 a.m.**  
**Norma Hertzog Community Center**  
**1845 Park Ave. Costa Mesa**

### **Agenda**

1. Introduction and Welcome
  - Brenda Green, City Clerk
  - Dr. Justin Levitt, Vice-President, National Demographics Inc.
2. Criteria and Data
3. Questions about the criteria and data
4. Tool Demos
5. Questions about the tools
6. Open discussion regarding communities of interest
7. Conclusions and Next Steps
  - City Council Meeting November 16, 2021, 7:00 p.m., City Hall
  - Community Workshop, December 1, 2021, 6:00 p.m., City Hall



## CIUDAD DE COSTA MESA

*¡Dibuja la línea!*

### **TALLER COMUNITARIO DE REDISTRIBUCIÓN DE DISTRITOS DE LA CIUDAD DE COSTA MESA 10:00 a.m. 23 de octubre de 2021 Norma Hertzog Community Center 1845 Park Ave. Costa Mesa**

#### **Agenda**

1. Bienvenida y introducción
  - Brenda Green, Secretaria Municipal
  - Dr. Justin Levitt, Vicepresidente, National Demographics Inc.
2. Criterio and Datos
3. Preguntas sobre el criterio y los datos
4. Mostración de las herramientas
5. Preguntas sobre las herramientas
6. Discusión abierta sobre comunidades de interés
7. Cierre y siguiente pasos
  - Junta del Consejo Municipal 16 de noviembre de 2021 7:00 p.m. en el Ayuntamiento
  - Taller comunitario 1 de diciembre de 2021 6:00 p.m. en el Ayuntamiento



## **CITY OF COSTA MESA**

*Draw the Line!*

**Costa Mesa Redistricting Community Workshop  
December 1, 2021 6:00 p.m.  
City Hall Community Room  
77 Fair Drive. Costa Mesa**

### **Agenda**

1. Introduction and Welcome
  - Brenda Green, City Clerk
  - Dr. Justin Levitt, Vice-President, National Demographics Inc.
2. Criteria and Data
3. Questions about the criteria and data
4. Tool Demos
5. Questions about the tools
6. Open discussion regarding proposed draft maps
7. Conclusions and Next Steps
  - Community Workshop, January 8, 2022, 10:00 a.m., Norma Hertzog Community Center
  - City Council Meeting, February 15, 2022, 7:00 p.m. City Council Chambers



## CIUDAD DE COSTA MESA

*¡Dibuja la línea!*

**TALLER COMUNITARIO DE  
REDISTRIBUCIÓN DE DISTRITOS DE  
LA CIUDAD DE COSTA MESA  
6:00 p.m. 1 de diciembre de 2021  
Salón Comunitario del Ayuntamiento  
77 Fair Drive. Costa Mesa**

### Agenda

1. Bienvenida y introducción
  - Brenda Green, Secretaria Municipal
  - Dr. Justin Levitt, Vicepresidente, National Demographics Inc.
2. Criterio and Datos
3. Preguntas sobre el criterio y los datos
4. Mostración de las herramientas
5. Preguntas sobre las herramientas
6. Discusión abierta sobre los borradores de mapas presentados
7. Cierre y siguiente pasos
  - Taller comunitario, 8 de enero de 2022 10:00 a.m., Norma Hertzog Community Center
  - Junta del Consejo Municipal, 15 de febrero de 2022 7:00 p.m., en el Ayuntamiento



## CITY OF COSTA MESA

### 2021 REDISTRICTING COMMENT CARD

Name: \_\_\_\_\_

Address: \_\_\_\_\_ District: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

*Draw the Line!*

*Please write any comments you would like to share with the City of Costa Mesa regarding redistricting.*

For more information visit [redistrictcostamesa.org](http://redistrictcostamesa.org) or email [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov)



## CIUDAD DE COSTA MESA

### TARJETA DE COMENTARIOS SOBRE LA REDISTRIBUCIÓN DE DISTRITOS 2021

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_ Distrito: \_\_\_\_\_

Numero de teléfono: \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

*¡Dibuja la línea!*

*Favor de escribir los comentarios sobre el proceso de redistribución de distritos que le gustaría compartir con la Ciudad de Costa Mesa.*

Para más información visite [redistrictcostamesa.org](http://redistrictcostamesa.org) o envíe un correo electrónico a [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov)



## CITY OF COSTA MESA NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Costa Mesa City Council at its regular meeting at City Hall Council Chambers, 77 Fair Drive, Costa Mesa, California and virtual locations on **Tuesday, August 3, 2021 at 7:00 P.M.**, to consider:

**A REPORT ON THE REDISTRICTING PROCESS AND PERMISSIBLE CRITERIA TO BE CONSIDERED TO REDRAW CITY COUNCIL BOUNDARIES AND RECEIVE PUBLIC INPUT**

The City Council is required to adopt new Council districts based on the decennial federal census before April 17, 2022.

**Public Comments:**

Public Comments may be made in person by attending the meeting, may be made via Zoom Webinar, or send in written comments. Members of the public wishing to participate in the meeting via Zoom Webinar may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m.** on the day of the hearing, **August 3, 2021**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Brenda Green, City Clerk, City of Costa Mesa

Published July 24, 2021

**CIUDAD DE COSTA MESA**  
**NOTICIA PÚBLICA**

**SE DA AVISO** que el Consejo Municipal de Costa Mesa llevará a cabo una audiencia pública en su junta regular en el City Hall Council Chambers 77 Fair Drive, Costa Mesa, California y en locaciones virtuales el martes 3 de agosto de 2021, a las 7:00 p.m. para considerar:

**UN REPORTE EN EL PROCESO DE LA REDISTRIBUCIÓN DE DISTRITOS Y EL CRITERIO PERMISIBLE PARA CONSIDERAR PODER REDEFINIR LAS LÍNEAS DIVISORIAS Y RECIBIR COMENTARIOS DEL PÚBLICO**

El Consejo Municipal es requerido adoptar los nuevos distritos basados en la información del Censo antes del 17 de abril de 2022.

**Comentarios Públicos:**

Los comentarios públicos podrán ser hechos en persona asistiendo a la junta, por Zoom Webinar, o enviados por escrito. Los miembros del público que desean participar en la junta por Zoom Webinar podrán encontrar las instrucciones en la agenda. Los miembros del público también podrán enviar sus comentarios por correo electrónico al Secretario de la Ciudad a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) y se proporcionarán al Concejo Municipal, se pondrán a disposición del público y serán parte del registro. Cualquier comunicación escrita, fotografía u otro material para copiar y distribuir al Concejo Municipal que tenga 10 páginas o menos, puede enviarse por correo electrónico a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), enviarse a la Oficina del Secretario de la Ciudad en una memoria USB o enviarse por correo a la Oficina del Secretario de la Ciudad. Por favor envíe materiales al secretario de la ciudad. **LO ANTES POSIBLE, PERO NO MÁS TARDE DE LAS 12:00 p.m.** el día de la audiencia, **3 de agosto de 2021**. Todos los materiales, fotografías, PowerPoint y videos enviados para su exhibición en una reunión pública deben ser revisados previamente por el personal para verificar su idoneidad para el público en general. No se aceptarán enlaces a videos de YouTube u otros servicios de transmisión, se deberá enviar un archivo de video directo al personal antes de cada reunión para minimizar las complicaciones y reproducir el video sin demora. El video debe tener uno de los siguientes formatos, .mp4, .mov o .wmv. Solo se puede incluir un archivo por orador para comentarios públicos. Tenga en cuenta que los materiales enviados por el público que se consideren apropiados para el público en general no se redactarán de ninguna manera y se publicarán en línea tal como se envíen, incluida la información de contacto personal. Para obtener más ayuda, comuníquese con la Oficina del Secretario de la Ciudad al (714) 754-5225. La agenda del Ayuntamiento y los documentos relacionados también se pueden ver en el sitio web de la Ciudad en <http://costamesaca.gov>, 72 horas antes de la fecha de la audiencia pública. **SI LA ACCIÓN MENCIONADA ANTERIORMENTE SE RECHAZA EN LA CORTE**, la impugnación puede limitarse solo a los asuntos planteados en la audiencia pública descrita en el aviso, o en la correspondencia escrita entregada al Concejo Municipal en la audiencia pública o antes de ella.

**CITY OF COSTA MESA  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Costa Mesa City Council at its regular meeting at City Hall Council Chambers, 77 Fair Drive, Costa Mesa, California and virtual locations on **Tuesday, October 19, 2021 at 7:00 P.M.** to consider:

**REDISTRICTING PROCESS FOLLOWING THE 2020 CENSUS**

The City Council is required to adopt new Council districts based on the decennial federal census before April 17, 2022.

**Public Comments:**

Public Comments may be made in person by attending the meeting, may be made via Zoom Webinar, or send in written comments. Members of the public wishing to participate in the meeting via Zoom Webinar may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m.** on the day of the hearing, **October 19, 2021**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Pursuant to the Americans with disabilities act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (714) 754-5225 (telephone) or (714) 754-4942 (facsimile). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

For language interpretation requests, please contact the City 72 hours in advance of the meeting at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) or by calling (714) 754-5225 during business hours as listed at <http://costamesaca.gov>.

Brenda Green, City Clerk, City of Costa Mesa

Published October 8, 2021

## CIUDAD DE COSTA MESA NOTICIA PÚBLICA

**SE DA AVISO** que el Consejo Municipal de Costa Mesa llevará a cabo una audiencia pública en su junta regular en el City Hall Council Chambers 77 Fair Drive, Costa Mesa, California y en locaciones virtuales el martes 19 de octubre de 2021, a las 7:00 p.m. para considerar:

### **EL PROCESO DE REDISTRIBUCIÓN DE DISTRITOS DESPUES DEL CENSO 2020**

El Consejo Municipal es requerido adoptar los nuevos distritos basados en la información del Censo antes del 17 de abril de 2022.

#### **Comentarios Públicos:**

Los comentarios públicos podrán ser hechos en persona asistiendo a la junta, por Zoom Webinar, o enviados por escrito. Los miembros del público que desean participar en la junta por Zoom Webinar podrán encontrar las instrucciones en la agenda. Los miembros del público también podrán enviar sus comentarios por correo electrónico al Secretario de la Ciudad a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) y se proporcionarán al Concejo Municipal, se pondrán a disposición del público y serán parte del registro. Cualquier comunicación escrita, fotografía u otro material para copiar y distribuir al Concejo Municipal que tenga 10 páginas o menos, puede enviarse por correo electrónico a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), enviarse a la Oficina del Secretario de la Ciudad en una memoria USB o enviarse por correo a la Oficina del Secretario de la Ciudad. Por favor envíe materiales al Secretario de la ciudad. **LO ANTES POSIBLE, PERO NO MÁS TARDE DE LAS 12:00 p.m.** el día de la audiencia, **19 de octubre de 2021.** Todos los materiales, fotografías, PowerPoint y videos enviados para su exhibición en una reunión pública deben ser revisados previamente por el personal para verificar su idoneidad para el público en general. No se aceptarán enlaces a videos de YouTube u otros servicios de transmisión, se deberá enviar un archivo de video directo al personal antes de cada reunión para minimizar las complicaciones y reproducir el video sin demora. El video debe tener uno de los siguientes formatos, .mp4, .mov o .wmv. Solo se puede incluir un archivo por orador para comentarios públicos. Tenga en cuenta que los materiales enviados por el público que se consideren apropiados para el público en general no se redactarán de ninguna manera y se publicarán en línea tal como se envíen, incluida la información de contacto personal. Para obtener más ayuda, comuníquese con la Oficina del Secretario de la Ciudad al (714) 754-5225. La agenda del Ayuntamiento y los documentos relacionados también se pueden ver en el sitio web de la Ciudad en <http://costamesaca.gov>, 72 horas antes de la fecha de la audiencia pública. **SI LA ACCIÓN MENCIONADA ANTERIORMENTE SE RECHAZA EN LA CORTE**, la impugnación puede limitarse solo a los asuntos planteados en la audiencia pública descrita en el aviso, o en la correspondencia escrita entregada al Concejo Municipal en la audiencia pública o antes de ella. Siguiendo la ley de Estadounidenses con Discapacidades (ADA) personas con discapacidades quienes requieren asistencia o modificaciones para participar en la junta, incluyendo aparatos de asistencia podrán pedir tal modificación o asistencia con el Secretario de la Ciudad al (714) 754-5225 (teléfono) o (714) 754-4942 (fax). Notificación de 48 horas antes de la junta permitirá que la Ciudad pueda proporcionar las modificaciones para asegurar la participación en la junta. Para traducciones, favor de contactar a la Ciudad 72 horas antes de la junta por correo electrónico [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) o llamando (714) 754-5225 durante las horas de operación dictadas en sitio web <http://costamesaca.gov>

**CITY OF COSTA MESA  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Costa Mesa City Council at its regular meeting at City Hall Council Chambers, 77 Fair Drive, Costa Mesa, California and virtual locations on **Tuesday, November 16, 2021 at 7:00 P.M.** to consider:

**DISCUSS PROPOSED DRAFT MAPS**

The City Council is required to adopt new Council districts based on the decennial federal census before April 17, 2022.

**Public Comments:**

Public Comments may be made in person by attending the meeting, may be made via Zoom Webinar, or send in written comments. Members of the public wishing to participate in the meeting via Zoom Webinar may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m.** on the day of the hearing, **November 16, 2021**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

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For language interpretation requests, please contact the City 72 hours in advance of the meeting at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) or by calling (714) 754-5225 during business hours as listed at <http://costamesaca.gov>.

Brenda Green, City Clerk, City of Costa Mesa

Published November 5, 2021

**CIUDAD DE COSTA MESA  
NOTICIA PÚBLICA**

**SE DA AVISO** que el Consejo Municipal de Costa Mesa llevará a cabo una audiencia pública en su junta regular en el City Hall Council Chambers 77 Fair Drive, Costa Mesa, California y en locaciones virtuales el martes 16 de noviembre de 2021, a las 7:00 p.m. para considerar:

**UNA CONVERSACIÓN SOBRE LOS MAPAS PRESENTADOS**

El Consejo Municipal es requerido adoptar los nuevos distritos basados en la información del Censo antes del 17 de abril de 2022.

**Comentarios Públicos:**

Los comentarios públicos podrán ser hechos en persona asistiendo a la junta, por Zoom Webinar, o enviados por escrito. Los miembros del público que desean participar en la junta por Zoom Webinar podrán encontrar las instrucciones en la agenda. Los miembros del público también podrán enviar sus comentarios por correo electrónico al Secretario de la Ciudad a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) y se proporcionarán al Concejo Municipal, se pondrán a disposición del público y serán parte del registro. Cualquier comunicación escrita, fotografía u otro material para copiar y distribuir al Concejo Municipal que tenga 10 páginas o menos, puede enviarse por correo electrónico a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), enviarse a la Oficina del Secretario de la Ciudad en una memoria USB o enviarse por correo a la Oficina del Secretario de la Ciudad. Por favor envíe materiales al Secretario de la Ciudad. **LO ANTES POSIBLE, PERO NO MÁS TARDE DE LAS 12:00 p.m.** el día de la audiencia, **16 de noviembre de 2021.** Todos los materiales, fotografías, PowerPoint y videos enviados para su exhibición en una reunión pública deben ser revisados previamente por el personal para verificar su idoneidad para el público en general. No se aceptarán enlaces a videos de YouTube u otros servicios de transmisión, se deberá enviar un archivo de video directo al personal antes de cada reunión para minimizar las complicaciones y reproducir el video sin demora. El video debe tener uno de los siguientes formatos, .mp4, .mov o .wmv. Solo se puede incluir un archivo por orador para comentarios públicos. Tenga en cuenta que los materiales enviados por el público que se consideren apropiados para el público en general no se redactarán de ninguna manera y se publicarán en línea tal como se envíen, incluida la información de contacto personal. Para obtener ayuda, comuníquese con la Oficina del Secretario de la Ciudad al (714) 754-5225. La agenda del Ayuntamiento y los documentos relacionados también se pueden ver en el sitio web de la Ciudad en <http://costamesaca.gov>, 72 horas antes de la fecha de la audiencia pública.

**SI LA ACCIÓN MENCIONADA ANTERIORMENTE SE RECHAZA EN LA CORTE,** la impugnación puede limitarse solo a los asuntos planteados en la audiencia pública descrita en el aviso, o en la correspondencia escrita entregada al Concejo Municipal en la audiencia pública o antes de ella. Siguiendo la ley de Estadounidenses con Discapacidades (ADA) personas con discapacidades quienes requieren asistencia o modificaciones para participar en la junta, incluyendo aparatos de asistencia podrán pedir tal modificación o asistencia con el Secretario de la Ciudad al (714) 754-5225 (teléfono) o (714) 754-4942 (fax). Notificación de 48 horas antes de la junta permitirá que la Ciudad pueda proporcionar las modificaciones para asegurar la participación en la junta. Para traducciones, favor de contactar a la Ciudad 72 horas antes de la junta por correo electrónico [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) o llamando (714) 754-5225 durante las horas de operación dictadas en sitio web <http://costamesaca.gov>

**CITY OF COSTA MESA  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Costa Mesa City Council at its regular meeting on **Tuesday, February 15, 2022 at 7:00 P.M.** will hold its 3<sup>rd</sup> Public Hearing to 1) consider and discuss Draft Council District Maps submitted to the City; 2) receive additional public input on communities of interest, district boundaries, and draft maps; and 3) select a draft map for 1<sup>st</sup> reading at the 3/1/2022 meeting. The City Council must adopt new Council districts by April 17, 2022.

**Public Comments:**

The meeting will be held virtually via zoom webinar. Members of the public wishing to participate in the meeting may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m.** on the day of the hearing, **February 15, 2022**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Pursuant to the Americans with disabilities act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (714) 754-5225 (telephone) or (714) 754-4942 (facsimile). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

For language interpretation requests, please contact the City 72 hours in advance of the meeting at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) or by calling (714) 754-5225 during business hours as listed at <http://costamesaca.gov>.

Brenda Green, City Clerk, City of Costa Mesa

Published February 4, 2022

## CIUDAD DE COSTA MESA NOTICIA PÚBLICA

**SE DA AVISO** que el Consejo Municipal de Costa Mesa llevará a cabo la audiencia pública número tres en su junta regular el **15 de febrero de 2022** a las 7:00 p.m. para 1) considerar y conversar sobre los borradores de mapas presentados a la Ciudad; 2) recibir comentarios adicionales del público sobre las comunidades de intereses, límites de los distritos, y los borradores de mapas; 3) seleccionar un borrador de mapa para la primera lectura de la junta del 1 de marzo de 2022. Se requiere que el Consejo Municipal adopte los nuevos distritos antes del 17 de abril de 2022.

### **Comentarios Públicos:**

La junta se llevará a cabo virtualmente vía Zoom. Los miembros del público que desean participar en la junta por Zoom Webinar podrán encontrar las instrucciones en la agenda. Los miembros del público también podrán enviar sus comentarios por correo electrónico al Secretario de la Ciudad a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) y se proporcionarán al Concejo Municipal, se pondrán a disposición del público y serán parte del registro. Cualquier comunicación escrita, fotografía u otro material para copiar y distribuir al Concejo Municipal que tenga 10 páginas o menos, puede enviarse por correo electrónico a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), enviarse a la Oficina del Secretario de la Ciudad en una memoria USB o enviarse por correo a la Oficina del Secretario de la Ciudad. Por favor envíe materiales al Secretario de la Ciudad. **LO ANTES POSIBLE, PERO NO MÁS TARDE DE LAS 12:00 p.m.** el día de la audiencia, **15 de febrero de 2022**. Todos los materiales, fotografías, PowerPoint y videos enviados para su exhibición en una reunión pública deben ser revisados previamente por el personal para verificar su idoneidad para el público en general. No se aceptarán enlaces a videos de YouTube u otros servicios de transmisión, se deberá enviar un archivo de video directo al personal antes de cada reunión para minimizar las complicaciones y reproducir el video sin demora. El video debe tener uno de los siguientes formatos, .mp4, .mov o .wmv. Solo se puede incluir un archivo por orador para comentarios públicos. Tenga en cuenta que los materiales enviados por el público que se consideren apropiados para el público en general no se redactarán de ninguna manera y se publicarán en línea tal como se envíen, incluida la información de contacto personal. Para obtener ayuda, comuníquese con la Oficina del Secretario de la Ciudad al (714) 754-5225. La agenda del Ayuntamiento y los documentos relacionados también se pueden ver en el sitio web de la Ciudad en <http://costamesaca.gov>, 72 horas antes de la fecha de la audiencia pública.

**SI LA ACCIÓN MENCIONADA ANTERIORMENTE SE RECHAZA EN LA CORTE**, la impugnación puede limitarse solo a los asuntos planteados en la audiencia pública descrita en el aviso, o en la correspondencia escrita entregada al Concejo Municipal en la audiencia pública o antes de ella. Siguiendo la ley de Estadounidenses con Discapacidades (ADA) personas con discapacidades quienes requieren asistencia o modificaciones para participar en la junta, incluyendo aparatos de asistencia podrán pedir tal modificación o asistencia con el Secretario de la Ciudad al (714) 754-5225 (teléfono) o (714) 754-4942 (fax). Notificación de 48 horas antes de la junta permitirá que la Ciudad pueda proporcionar las modificaciones para asegurar la participación en la junta. Para traducciones, favor de contactar a la Ciudad 72 horas antes de la junta por correo electrónico [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) o llamando (714) 754-5225 durante las horas de operación dictadas en sitio web <http://costamesaca.gov>

**CITY OF COSTA MESA  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Costa Mesa City Council at its regular meeting at City Hall Council Chambers, 77 Fair Drive, Costa Mesa, California and virtual locations on **Tuesday, March 1, 2022 at 7:00 P.M.** will hold its 4<sup>th</sup> Public Hearing to receive public input and introduce Ordinance No. 2022-xx relating to the proposed redistricting map.

**Public Comments:**

Members of the public wishing to participate in the meeting may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m.** on the day of the hearing, **March 1, 2022**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714) 754-5225. The City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov>, 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Pursuant to the Americans with disabilities act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (714) 754-5225 (telephone) or (714) 754-4942 (facsimile). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

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Brenda Green, City Clerk, City of Costa Mesa

Published February 18, 2022

**CIUDAD DE COSTA MESA**  
**NOTICIA PÚBLICA**

**SE DA AVISO** que el Consejo Municipal de Costa Mesa llevará a cabo la cuarta audiencia pública en su junta regular en el City Hall Council Chambers 77 Fair Drive, Costa Mesa, California y en locaciones virtuales el martes 1 de marzo de 2022, a las 7:00 p.m. para recibir aportaciones del público y introducir la ordenanza no. 2022-xx relacionada a el mapa de redistribución de distritos proporcionado.

**Comentarios Públicos:**

Los miembros del público que desean participar en la junta podrán encontrar las instrucciones en la agenda. Los miembros del público también podrán enviar sus comentarios por correo electrónico al Secretario de la Ciudad a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) y se proporcionarán al Concejo Municipal, se pondrán a disposición del público y serán parte del registro. Cualquier comunicación escrita, fotografía u otro material para copiar y distribuir al Concejo Municipal que tenga 10 páginas o menos, puede enviarse por correo electrónico a [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), enviarse a la Oficina del Secretario de la Ciudad en una memoria USB o enviarse por correo a la Oficina del Secretario de la Ciudad. Por favor envíe materiales al Secretario de la Ciudad. **LO ANTES POSIBLE, PERO NO MÁS TARDE DE LAS 12:00 p.m.** el día de la audiencia, **1 de marzo de 2022**. Todos los materiales, fotografías, PowerPoint y videos enviados para su exhibición en una reunión pública deben ser revisados previamente por el personal para verificar su idoneidad para el público en general. No se aceptarán enlaces a videos de YouTube u otros servicios de transmisión, se deberá enviar un archivo de video directo al personal antes de cada reunión para minimizar las complicaciones y reproducir el video sin demora. El video debe tener uno de los siguientes formatos, .mp4, .mov o .wmv. Solo se puede incluir un archivo por orador para comentarios públicos. Tenga en cuenta que los materiales enviados por el público que se consideren apropiados para el público en general no se redactarán de ninguna manera y se publicarán en línea tal como se envíen, incluida la información de contacto personal. Para obtener ayuda, comuníquese con la Oficina del Secretario de la Ciudad al (714) 754-5225. La agenda del Ayuntamiento y los documentos relacionados también se pueden ver en el sitio web de la Ciudad en <http://costamesaca.gov>, 72 horas antes de la fecha de la audiencia pública.

**SI LA ACCIÓN MENCIONADA ANTERIORMENTE SE RECHAZA EN LA CORTE**, la impugnación puede limitarse solo a los asuntos planteados en la audiencia pública descrita en el aviso, o en la correspondencia escrita entregada al Concejo Municipal en la audiencia pública o antes de ella. Siguiendo la ley de Estadounidenses con Discapacidades (ADA) personas con discapacidades quienes requieren asistencia o modificaciones para participar en la junta, incluyendo aparatos de asistencia podrán pedir tal modificación o asistencia con el Secretario de la Ciudad al (714) 754-5225 (teléfono) o (714) 754-4942 (fax). Notificación de 48 horas antes de la junta permitirá que la Ciudad pueda proporcionar las modificaciones para asegurar la participación en la junta. Para traducciones, favor de contactar a la Ciudad 72 horas antes de la junta por correo electrónico [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) o llamando (714) 754-5225 durante las horas de operación dictadas en sitio web <http://costamesaca.gov>

## City seeks public's help in redistricting efforts

The City of Costa Mesa is seeking the public's participation to redraw boundaries for City Council Districts 1 through 6.

The City of Costa Mesa will hold its first public input workshop on Saturday Oct. 23 at 10 a.m. at the Norma Hertzog Community Center. Members of the public will have an opportunity to learn about the redistricting process, data and mapping tools.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how populations have changed. State law requires cities to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

Subsequent meetings will be scheduled in December of 2021 and January of 2022.

For more information on redistricting or to draw a district map, please visit: <https://redistrictcostamesa.org/> In addition, the City has created a dedicated email address for the public to submit questions or comments regarding the City's redistricting process. The email address is [redistricting@costamesa.gov](mailto:redistricting@costamesa.gov)

10/12/2021

# City Council to hold first public hearing to discuss district boundary changes

The City of Costa Mesa will hold its first public hearing on Tuesday Oct. 19 to discuss the official 2020 Census data (State-Adjusted), the redistricting process and permissible criteria to be considered to evaluate district boundaries.

In doing so, the City is seeking the public's participation to redraw boundaries for City Council Districts 1 through 6.

[Click here for the agenda.](#)

The City of Costa Mesa will also hold its first public input workshop on Saturday Oct. 23 at 10 a.m. at the Norma Hertzog Community Center. Members of the public will have an opportunity to learn about the redistricting process, data and mapping tools.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how populations have changed. State law requires cities to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

Subsequent meetings will be scheduled in December of 2021 and January of 2022.

For more information on redistricting or to draw a district map, please visit: <https://redistrictcostamesa.org/> In addition, the City has created a dedicated email address for the public to submit questions or comments regarding the City's redistricting process. The email address is [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov)

10/19/2021

## Costa Mesa needs public's help to draw the line on new City Council districts

The City of Costa Mesa held its first public hearing on Tuesday Oct. 19 to discuss the official 2020 Census data (State-Adjusted), the redistricting process and permissible criteria to be considered to evaluate district boundaries.

The Council heard from redistricting expert Dr. Justin Levitt, who presented the city's 2020 estimated total population. He noted that the redistricting goal is to have all districts the same (or as close to) a population of 18,690. Currently Costa Mesa has a deviation of 11.52%. The City needs to bring that down to under 10%.

[Click here to see the data.](#)

To accomplish that, the City is seeking the public's participation to redraw boundaries for City Council Districts 1 through 6.

The City of Costa Mesa will also hold its first public input workshop on Saturday Oct. 23 at 10 a.m. at the Norma Hertzog Community Center. Members of the public will have an opportunity to learn about the redistricting process, data and mapping tools.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how populations have changed. State law requires cities to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

Subsequent meetings will be scheduled in December of 2021 and January of 2022.

For more information on redistricting or to draw a district map, please visit: <https://redistrictcostamesa.org/> In addition, the City has created a dedicated email address for the public to submit questions or comments regarding the City's redistricting process. The email address is [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov)

10/22/2021

## **Council to see first draft of redistricting maps at Nov. 16 meeting**

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The City of Costa Mesa will present the first draft redistricting maps at the Council meeting of Nov. 16 at 7 p.m.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

The City of Costa Mesa is asking for your help to plan and draw new City districts.

The finalized maps that the public will help create will define the six City of Costa Mesa district borders, and these new districts will impact how to elect Council Members for the next 10 years.

The first workshop on redistricting was held on Saturday Oct. 23. The next workshop will take place Wednesday, Dec. 1, 2021 at 6 p.m. in the City Hall Community Room at 77 Fair Drive.

Learn more about future meetings and how the public can participate at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

In case you weren't able to attend the first community workshop, you can watch the meeting in its entirety here: [https://www.youtube.com/watch?v=ZufwTL-IK\\_Y](https://www.youtube.com/watch?v=ZufwTL-IK_Y)

11/10/2021

# Council reviews the first 10 redistricting draft maps for the City of Costa Mesa

Costa Mesa City Council members were presented with the first 10 draft redistricting maps at the Council meeting of Nov. 16 at 7 p.m.

The community was encouraged to submit proposed maps for the November 16, 2021 public hearing for the City Council's initial consideration and discussion.

A total of seven public submittals were made by individuals and the city's demographer, Dr. Justin Levitt, also prepared three draft City Council district boundary maps based on the legal criteria outlined in past meetings, including consideration of communities of interest.

The draft maps are intended for discussion purposes only.

The city continues to encourage residents to submit draft boundary proposals, revisions to submitted maps, or offer comments on any maps. The city's demographer will continue to review all submissions and make revisions as necessary, based on Council direction and community input.

The next steps are to conduct public workshops to seek additional public input on the draft district maps. The following dates are scheduled:

- Wednesday, December 1, 2021, 6:00 p.m. at the City Hall Community Room
- Saturday, January 8, 2022, 10:00 a.m. Location TBD.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

The City of Costa Mesa is seeking the public's help to plan and draw new City district maps that will define the six City of Costa Mesa district borders. These new districts will impact how to elect Council Members for the next 10 years.

Learn more about future meetings and how the public can participate at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

11/18/2021

# Public encouraged to create new district maps with Draw a Map tool

As the City of Costa Mesa continues the redistricting process, residents are encouraged to create their own district maps using the online Draw a Map tools on the City's website.

Click here to draw your own map.

Currently, there are 10 draft maps available for review, seven are public submittals by individuals and the city's demographer, Dr. Justin Levitt, also prepared three draft City Council district boundary maps based on the legal criteria outlined in past meetings, including consideration of communities of interest.

The draft maps are intended for discussion purposes only.

The city continues to encourage residents to submit draft boundary proposals, revisions to submitted maps, or offer comments on any maps. The city's demographer will continue to review all submissions and make revisions as necessary, based on Council direction and community input.

The next steps are to conduct public workshops to seek additional public input on the draft district maps. The following dates are scheduled:

- Wednesday, December 1, 2021, 6:00 p.m. at the City Hall Community Room
- Saturday, January 8, 2022, 10:00 a.m. Location TBD.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

The City of Costa Mesa is seeking the public's help to plan and draw new City district maps that will define the six City of Costa Mesa district borders. These new districts will impact how to elect Council Members for the next 10 years.

Learn more about future meetings and how the public can participate at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

## Spanish version below:

La Ciudad de Costa Mesa continúa con el proceso de redistribución de distritos, todos los residentes están invitados a crear su propio mapa de distritos usando las herramientas en la sección Dibujar un Mapa, localizada en la página de la Ciudad.

Haga clic aquí dibujar un mapa.

En este momento hay diez borradores de mapas disponibles para revisar, siete fueron entregadas por miembros del público y tres mapas fueron preparados por el demógrafo de la Ciudad. Los mapas del demógrafo fueron basados en el criterio legal detallado en las juntas pasadas, incluyendo la consideración de las comunidades de interés.

La intención de los borradores de mapas es para conversar solamente.

La Ciudad alienta que los residentes sometan borradores de mapas, revisiones a mapas ya entregados, o que dejen sus comentarios en cualquiera de los mapas. El demógrafo de la Ciudad continuará revisando todas las sumisiones y hará los cambios necesarios, basado en la dirección del Consejo Municipal y los comentarios de la comunidad.

El siguiente paso es conducir talleres comunitarios para recibir comentarios adicionales del público en los borradores de mapas. Las siguientes fechas están programadas:

- Miércoles 1 de diciembre de 2021, 6:00 p.m. en el Salón Comunitario del Ayuntamiento
- Sábado 8 de enero de 2022, 10 a.m. la locación está por definirse

Cada diez años, los gobiernos locales utilizan nuevos datos del Censo para volver a dibujar los límites de los distritos y reflejar cómo han cambiado las poblaciones locales. La ley del Estado requiere que las ciudades incluyan a las comunidades en el proceso de la redistribución de distritos por medio de audiencias públicas y programas de extensión, también incluyendo a las comunidades insuficientemente representadas y a los que no hablan inglés.

La Ciudad de Costa Mesa solicita la participación del público en planificar y dibujar los nuevos mapas que definieran los seis límites de los distritos en la Ciudad. Los nuevos distritos impactaran como eligen los Miembros del Consejo Municipal para los próximos diez años.

Para más información sobre las próximas juntas y como el público puede participar, visite **[www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)**

11/23/2021

## Next redistricting workshop to be held Wednesday Dec. 1 at City Hall

The City of Costa Mesa will hold a second community workshop on Wednesday Dec. 1 at 6 p.m. in the City Hall Community Room to seek the public's help to review and revise the City districts as required by state law and discuss the currently proposed draft maps.

The primary goal when developing election districts is to draw lines that respect neighborhoods, history and geographical elements. The City of Costa Mesa is seeking the public's help to plan and draw new City district maps that will define the six City of Costa Mesa district borders. These new districts will impact how to elect Council Members for the next 10 years.

The city continues to encourage residents to submit draft boundary proposals, revisions to submitted maps, or offer comments on any maps. The city's demographer will continue to review all submissions and make revisions as necessary, based on Council direction and community input.

The public can learn more about the mapping tools that are available here on the City website and draw their own map.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

There will be one more community workshop on Saturday, Jan. 8, 2022, 10:00 a.m. Location TBD.

More information about the process, how you can be involved, and the schedule of events is available at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

11/30/2021

## Submit a new district map by Thursday Dec. 16

The deadline for submitting maps is this Thursday Dec. 16 by 5 p.m. in order to be considered for the upcoming Jan. 8 Community Workshop.

To create a new map, the public can learn more about the mapping tools that are available **here on the City website and draw their own map.**

The City of Costa Mesa is seeking the public's help to review and revise the City districts as required by state law and discuss the currently proposed draft maps.

The primary goal when developing election districts is to draw lines that respect neighborhoods, history and geographical elements. The City of Costa Mesa is seeking the public's help to plan and draw new City district maps that will define the six City of Costa Mesa district borders. These new districts will impact how to elect Council Members for the next 10 years.

The next Community Workshop will take place at 10 a.m. Saturday Jan. 8, 2022 at the Norma Hertzog Community Center at 1845 Park Ave, Costa Mesa

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed.

State law requires cities and counties to engage communities in the redistricting process by holding public hearings and doing public outreach, including to underrepresented and non-English-speaking communities.

More information about the process, how you can be involved, and the schedule of events is available at **[www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)**.

12/13/2021

# Last redistricting workshop scheduled as virtual meeting on Jan. 8 at 10 a.m.

|  
The City of Costa Mesa will hold its final redistricting community workshop on Saturday Jan. 8 at 10 a.m. virtually via Zoom to seek the public's help to review and revise the City districts as required by state law and discuss the currently proposed draft maps.

Click this link to Join Zoom Meeting <https://us06web.zoom.us/j/81538927650?pwd=Z1dVNnljYzBUcHk5UFkzRW4vWG9LQT09>

Or, go to [www.zoom.us](http://www.zoom.us) and type in the Meeting ID: 815 3892 7650. The Passcode is 612756. Or join the meeting by phone by dialing 1 669 900 6833 and use the same Meeting ID and Passcode.

The primary goal when developing election districts is to draw lines that respect neighborhoods, history and geographical elements. The City of Costa Mesa is seeking the public's help to plan and draw new City district maps that will define the six City of Costa Mesa district borders.

The city's demographer will review all submissions and make revisions as necessary, based on Council direction and community input.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. State law requires cities to engage communities in the redistricting process by holding public hearings and doing public outreach.

More information about the process, how you can be involved, and the schedule of events is available at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

1/5/2022

# **The public is invited to review the currently proposed Costa Mesa district maps**

|  
The most recent draft maps for redrawing Costa Mesa City Council Districts are available for public review [here](#) or [click here](#) to view this slideshow.

The last day to submit a map for review is Thursday Jan. 27.

The new City district maps will define the six district borders for electing Council Members for the next 10 years.

The next public hearing for City Council to review and consider the draft maps is Feb. 15.

For more information about the process, how you can be involved, and the schedule of events, check out at [www.redistrictcostamesa.org](http://www.redistrictcostamesa.org).

1/26/2022




*Draw the Line!*

# REDISTRICTING COMMUNITY WORKSHOP

Saturday, Oct. 23, 2021

10:00 a.m.

Norma Hertzog Community Center  
1845 Park Ave, Costa Mesa

 The City of Costa Mesa is asking for your help to review and revise the City's districts.

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed.

[www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)

(714) 754 – 5000



REDISTRIBUIR  
COSTA MESA

2021




*¡Dibuja la línea!*


**TALLER  
COMUNITARIO DE  
REDISTRIBUCIÓN  
DE DISTRITOS**

**Sábado 23 de oct. de 2021**

**10:00 a.m.**

**Norma Hertzog Community Center  
1845 Park Ave, Costa Mesa**

 La Ciudad de Costa Mesa está solicitando su ayuda para revisar y modificar los distritos de la Ciudad.

 Cada diez años los gobiernos locales usan los nuevos datos del Censo para volver a dibujar los límites de los distritos con el objetivo de reflejar cómo han cambiado las poblaciones locales.

**[www.redistrictcostamesa.org](http://www.redistrictcostamesa.org)**

**(714) 754 – 5000**



*Draw the Line!*

## REDISTRICTING COMMUNITY WORKSHOP

**Wednesday, Dec. 1, 2021**

**6 p.m.**

**City Hall Community Room  
77 Fair Drive, Costa Mesa**



The City of Costa Mesa is asking for your help to review and revise the City's districts.



Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed.



Join us to discuss the proposed draft maps and learn about the mapping tools.

**[www.redistrictcostamesaca.org](http://www.redistrictcostamesaca.org)  
(714) 754-5000**



*¡Dibuja la línea!*

# TALLER COMUNITARIO DE REDISTRIBUCIÓN DE DISTRITOS

**Miércoles 1 de dic. de 2021**

**6 p.m.**

**Salón Comunitario del  
Ayuntamiento  
77 Fair Drive, Costa Mesa**

📍 La Ciudad de Costa Mesa está solicitando su ayuda para revisar y modificar los distritos de la Ciudad.

📍 Cada diez años los gobiernos locales usan los nuevos datos del Censo para volver a dibujar los límites de los distritos con el objetivo de reflejar cómo han cambiado las poblaciones locales.

📍 Únase a nosotros para conversar sobre los borradores de mapas presentados y para informarse sobre las herramientas de dibujo de mapas.

**[www.redistrictcostamesaca.org](http://www.redistrictcostamesaca.org)  
(714) 754-5000**

# REDISTRICTING COMMUNITY WORKSHOP | ZOOM

## SATURDAY, JANUARY 8, 2022 @ 10 A.M.



The City of Costa Mesa is asking for your help to review and revise the City's districts.



Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed.



Join us to discuss the proposed draft maps and learn about the mapping tools.

**Virtual Community Meeting via Zoom**

**www.zoom.us**

**Telephone:** 1 (669) 900-6833

**Webinar ID:** 815 3892 7650

**Passcode:** 612756

**www.redistrictcostamesaca.org**  
**(714) 754-5000**

# TALLER COMUNITARIO DE REDISTRIBUCIÓN DE DISTRITOS | ZOOM

## SÁBADO 8 DE ENERO DE 2022 @ 10 A.M.



La Ciudad de Costa Mesa está solicitando su ayuda para revisar y modificar los distritos de la Ciudad.



Cada diez años los gobiernos locales usan los nuevos datos del Censo para volver a dibujar los límites de los distritos con el objetivo de reflejar cómo han cambiado las poblaciones locales.



Únase a nosotros para conversar sobre los borradores de mapas presentados y para informarse sobre las herramientas de dibujo de mapas.

**Taller Virtual vía Zoom**

**[www.zoom.us](https://www.zoom.us)**

**Telephone:** 1 (669) 900-6833

**Webinar ID:** 815 3892 7650

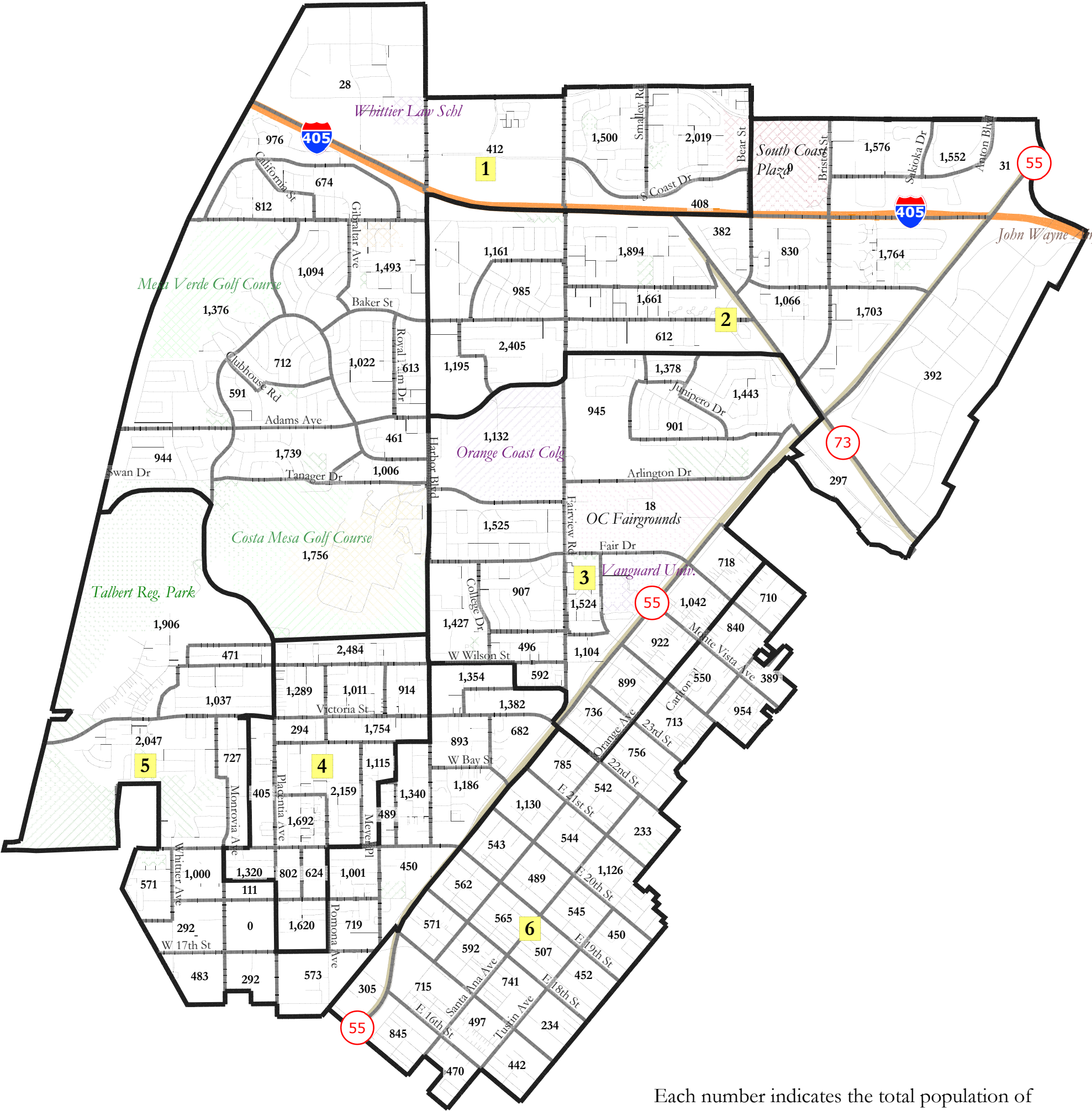
**Passcode:** 612756

**[www.redistrictcostamesaca.org](https://www.redistrictcostamesaca.org)**

**(714) 754-5000**

# Costa Mesa Redistricting 2021

# Public Participation Kit Total Population by Pop. Unit



Name: \_\_\_\_\_

Phone and/or email: \_\_\_\_\_

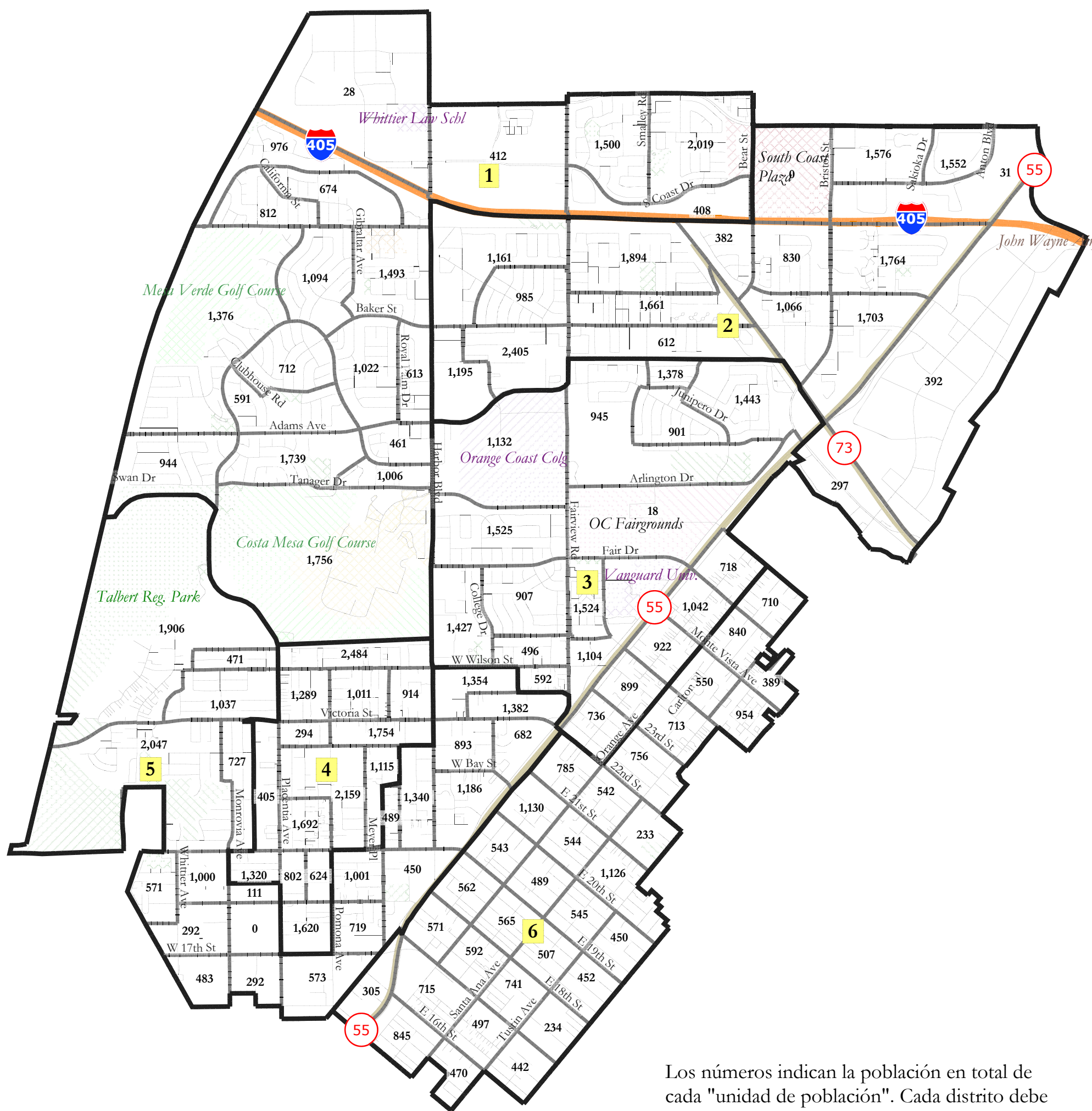
Each number indicates the total population of that "population unit" area. Each district must have essentially equal population. The population of each of the 6 districts must be close to 18,690.

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or by email to [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov). You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

# Costa Mesa Redistricting 2021

# Public Participation Kit

## Población por zona



Nombre:

Tele y/o email:

Los números indican la población en total de cada "unidad de población". Cada distrito debe contener población esencialmente igual. La población de cada uno de los 6 distritos debe acercarse a 18,690.

Por favor utilice un negro grueso rotulador para indicar sus fronteras. Se puede entregar su mapa en City Hall o por correo electrónico a [redistricting@costamesaca.gov](mailto:redistricting@costamesaca.gov). Se puede enviar su(s) propuesta(s) por mano, correos, fax, escaneo, foto, o correo electrónico.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-583

**Meeting Date:** 3/1/2022

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**TITLE:**

INTERIM LEASE AGREEMENT FOR THE TEMPORARY OPERATION OF THE COSTA MESA TENNIS CENTER

**DEPARTMENT:** PARKS & COMMUNITY SERVICES

**PRESENTED BY:** JASON MINTER, PARKS & COMMUNITY SERVICES DIRECTOR

**CONTACT INFORMATION:** (714) 754-5065

**RECOMMENDATION:**

Staff recommends that City Council approve the Assignment and Assumption of the Costa Mesa Tennis Center's Lease Agreement for the temporary operation of the center to Top Seed Tennis Academy, Inc., effective March 1, 2022 for a period of four months.

**BACKGROUND:**

The Costa Mesa Tennis Center is an approximately 2.25 acre facility located at TeWinkle Park near the intersection of Arlington Drive and Junipero Drive. The facility includes a pro shop with restrooms, a patio area with gazebo, and twelve (12) tennis courts with sports lighting. The Tennis Center is adjacent to the Costa Mesa Bark Park and the Costa Mesa Skate Park.

In February 1998, the City entered into an agreement with Hank Lloyd's Orange County Tennis, Incorporated, for the lease and operation of the Tennis Center. The original term of the lease was for five (5) years, with options for two (2) five (5) year extensions provided the City and lessee were in agreement.

Included in the agreement was the scope of service, including the provision of recreational and competitive tennis programming to the general public and the furnishing and operation of a tennis pro shop. The scope of service also established minimum operating hours, the identification of time slots for public access, and maintenance requirements (Attachment 1).

The agreement with Hank Lloyd's Orange County Tennis, Inc., was amended on two occasions, in April of 2005 and in May of 2010. In addition, the lease was assigned from Hank Lloyd's Orange County Tennis, Inc., to HML Tennis, LLC, in 2009. Since April 30, 2015, HML Tennis, LLC has been operating on a month-to-month basis, which is still in effect through February 28, 2022.

In late 2021, Hank Lloyd notified City staff that he intended to retire in February 2022. Staff met with Mr. Lloyd to begin discussion of the transition process for the operation of the Tennis Center. At the time, the original intention was to create a Request for Proposals (RFP) for a new long-term Tennis Center operator while City staff prepared to assume the basic operations of the Center on an interim

basis. This interim period would allow staff to observe the operations, collect feedback from users and instructors, and better prepare for the RFP process. Subsequently, City staffing shortages were identified in terms of operating the center, including a lack of available part-time staff to provide coverage for the entire 7 days a week and full operating hours for the Tennis Center.

As the HML Tennis agreement neared its close, staff considered potential revisions to the transition plan and a potential reduction in the hours of operation. Staff received information about a known experienced tennis operator, Top Seed Tennis Academy, Inc., and has decided to enter into a short-term interim agreement until there is an open competitive RFP process to select the next operator.

### **ANALYSIS:**

Staff has engaged in conversations with Steve McAvoy, President of Top Seed Tennis Academy, Inc. regarding an interim agreement. Top Seed currently operates the Calabasas Tennis Center, a facility with 16 tennis courts, 2 pickleball courts, and other amenities. Mr. McAvoy confirmed his availability and interest in an interim agreement and has been tentatively scheduled to begin operations effective March 1, 2022, if necessary, to provide continuity of services as was provided by HML Tennis.

Staff consulted with the City Attorney to draft the Assignment and Assumption Agreement for an interim Lease period during which Top Seed Tennis Academy, Inc., would operate the Tennis Center for a period of 4 months, beginning March 1. This agreement can be extended for two (2) additional one-month periods, should the RFP process require additional time. This Assignment and Assumption of Lease stipulates that Top Seed Tennis Academy, Inc., will continue the terms of the agreement that are currently in place with HML Tennis, including the provision of all tennis programs, court rentals, and oversight of the pro shop.

The Agreement also requires that Top Seed will be required to pay the City ten (10) percent of gross from all court-use revenue sources (i.e. lesson, tournament entries, hourly court rentals, etc.) and five (5) percent of pro shop gross sales, or \$1,000, whichever is greater. Payments shall be made on a monthly basis to the City on or before the fifteenth (15<sup>th</sup>) day of the calendar month following each month of the term.

Further, as the City will be issuing an open competitive Request for Proposals for the long term operation of the Tennis Center, the City has notified Mr. McAvoy that Top Seed Tennis Academy, Inc., cannot be involved in the development of the scope of work for the RFP or the RFP review process. Top Seed will be allowed to submit a proposal provided they follow all requirements that will be included within the RFP and there is no presumption of an award of this lease to Top Seed based on the interim arrangement.

The current timeline is to release the RFP in March after a community input process, with proposals due in early April. The tentative goal is to bring forth a recommendation to City Council for a long term operator in May of this year.

### **ALTERNATIVES:**

City Council may choose to approve an Assignment and Assumption of Lease to another vendor that has the experience and resources necessary to operate the Costa Mesa Tennis Center, or City Council can assign City staff to operate the facility on an interim basis. Either option would ensure a continuation of service to allow public access to the facilities for Recreational Tennis activities.

**FISCAL REVIEW:**

Historically, the City has received between \$49,000 and \$85,000 per year in tennis rental revenues. This Assignment of Lease expects to continue to receive the same revenue terms as per the agreement with HML Tennis.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this agenda report, prepared the Assignment and Assumption of Lease Agreement and approved as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends that City Council approve the Assignment and Assumption of Lease to Top Seed Tennis Academy, Inc., effective March 1, 2022. Staff will continue to work on the transition plan and perform site visits of the Tennis Center throughout the duration of the Assigned Lease.

## AGREEMENT FOR OPERATION OF THE CITY OF COSTA MESA TENNIS CENTER

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of February, 1998, by and between the CITY OF COSTA MESA, a municipal corporation, ("CITY") and HANK LLOYD'S ORANGE COUNTY TENNIS, INC. "LESSEE").

### R E C I T A L S:

WHEREAS, CITY owns twelve (12) tennis courts ("Costa Mesa Tennis Center") located at TeWinkle Park; and

WHEREAS, the CITY is authorized by the provision of Government Code Section 37396 to lease CITY park and recreation real property for the provision of services and property improvements consistent with public park and recreation purposes; and

WHEREAS, CITY and LESSEE agree that the primary objective for LESSEE'S performance under this Agreement is to maximize: (1) the public use of Tennis Center, and (2) the revenue to be received by the CITY as a result thereof.

WHEREAS, this Agreement is intended to supersede all prior agreements.

NOW, THEREFORE, the parties agree as follows:

#### 1. DEMISED PREMISES

1.01 CITY hereby leases to LESSEE for its management and operation the real property consisting of the Tennis Center. The name of the Tennis Center shall remain the same unless otherwise changed by CITY.

1.02 The premises, as shown on Exhibit A, shall be used only and exclusively for Tennis Center operations and tennis related activities and for no other purposes whatsoever.

1.03 LESSEE acknowledges that he has personally inspected the premises and the surrounding area and evaluated the extent to which the physical condition thereof will affect the operation of the Tennis Center. LESSEE accepts the premises in their present physical condition and agrees to make no demands upon CITY for any improvements or alteration except as provided herein.

1.04 LESSEE shall improve the premises in accordance with the provisions set forth in Sections 6.01 through 6.05 hereinafter and the attached Exhibit B. All such improvements shall be at LESSEE'S sole expense.

1.05 All improvements, additions, alterations or changes to the premises shall be subject to prior written approval by the City Manager, securing of applicable permits and compliance with such terms and conditions as may be imposed by the City Manager.

1.06 LESSEE hereby acknowledges the title of CITY in and to the premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

1.07 Ownership of all existing structures, and of all structures, buildings and/or improvements constructed by LESSEE upon the premises and all alterations, additions or betterments thereto, shall immediately vest and be vested in CITY at all times during and after the term hereof, without compensation being paid therefor. Such structures, buildings and/or improvements shall be surrendered to CITY with the remainder of the premises upon termination of this Agreement.

## 2. TERM

2.01 The term of this Agreement shall be for a period of five (5) years commencing on the date on which the latter of LESSEE and CITY approve and execute the agreement. The commencement of the term may be extended as provided in Section 2.03 on application by LESSEE.

2.02 In the event LESSEE holds over beyond the term with the consent, express or implied of CITY, such holding shall be from month to month only, subject to the conditions of this Agreement, shall not be a renewal thereof, and shall be at the monthly compensation provided herein.

2.03 LESSEE shall have the option for two extensions of the term of this Agreement, each for an additional five (5) year period, provided that prior to the expiration of the term CITY receives a written exercise of said option, signed by LESSEE, no later than sixty (60) days before the expiration of the term. The extensions of the term of this Agreement for each additional five (5) year period shall be on the same terms and conditions as provided herein. LESSEE'S option to extend the term of this Agreement shall also be conditioned on all of the following:

- A. LESSEE is in good faith compliance with the terms of this Agreement;
- B. This Agreement has not been canceled as outlined in Section 20 of this agreement by CITY prior to the expiration of the term of this Agreement;
- C. LESSEE has not been found by CITY to be in default due to insolvency of LESSEE;

D. LESSEE has not been found by CITY to have abandoned, vacated or discontinued operations for a period in excess of twenty-four hours; and

E. LESSEE has received satisfactory performance evaluations from CITY.

**3. LESSEE'S BASIC SERVICE OBLIGATIONS:**

3.01 LESSEE shall establish and provide recreational and competitive tennis programming to the general public, including lesson instruction and other miscellaneous tennis programs, and will furnish and maintain a professional tennis shop and facility, with an adequate inventory, at the Tennis Center facilities in TeWinkle Park in the city of Costa Mesa, under the terms and conditions set forth below:

A. Pro shop and tennis courts shall be open at minimum Monday through Friday from 9 a.m. to 9 p.m., and on Saturday and Sunday from 9 a.m. to 5 p.m. Pro shop and tennis courts may be closed during inclement weather. Pro shop and tennis courts shall be open on select holidays, and/or may have abbreviated hours of operation, which must be posted thirty (30) days prior to each holiday. CITY reserves the right to schedule courts for tournaments and matches involving local high schools and colleges upon thirty (30) days advance written notice to LESSEE.

B. LESSEE shall have exclusive use of a maximum of six (6) courts for group or private lesson instruction Monday through Sunday from 7 a.m. to 3 p.m., and eight (8) courts for instruction Monday through Friday from 3 p.m. to 9 p.m. The remainder of the courts to be left available for general public walk-on and/or individual reservation play.

LESSEE may reserve up to eight (8) courts for school practice, league play, or tournaments, from 7 a.m. to 6 p.m. Monday through Friday, and from 7 a.m. to 5 p.m. on weekends. Other group rentals may reserve up to six (6) courts from 7 a.m. to 6 p.m. Monday through Friday, and from 7 a.m. to 5 p.m. on weekends. The remainder of the courts are to be left available for reservations. Should the courts not be reserved for individual general public use as of forty-eight (48) hours prior to the event, LESSEE may use remaining available courts as necessary for the event.

LESSEE may have use of all twelve (12) courts a maximum of four times per year for open tournaments, each subsequent to approval by the CITY. Day(s) and operational times of each tournament are also subject to CITY approval.

Facility rental rates and tournament participation rates will be based on prevailing rates for other public facilities in the Orange County area determined by LESSEE and approved by CITY.

C. The CITY will attempt to secure additional use of courts at Costa Mesa and Estancia High Schools during non-school use time, as provided for in the Newport-Mesa Unified School District Joint Use Agreement, for use by the LESSEE for the purpose of providing tennis programming on behalf of the CITY.

D. LESSEE shall offer group and/or private lesson instruction, for children (up to 12 years of age), youth (13 through 17 years of age), adults (18 to 54 years of age) and senior citizens (over 55 years of age) for a combined minimum of twenty (20) hours per week.

Rates will be based on prevailing rates for other public facilities in the Orange County area determined by LESSEE and approved by CITY.

E. Courts for individual walk-on play and/or reservations will be made available to the public. Walk-on and reservation services are available for anyone, on a nondiscriminatory basis. Court reservations and/or walk-on play shall be for sixty (60) or ninety (90) minute intervals. Time available for reservations and/or walk-on play, and the total number of courts available for this type of use, will vary dependent upon lesson instruction, school and other group court rental use, and tournaments, as provided for in section 3.01B of this contract.

All walk-on and reservation rates will be based on prevailing rates for other public facilities in the Orange County area determined by the LESSEE and approved by CITY. "Annual Pass" packages may be offered at prevailing rates determined by the LESSEE and approved by CITY. CITY may elect to change rates upon thirty (30) day advance written notice to LESSEE. Rates must be adequately posted at the pro shop and/or on the tennis courts.

F. Additional recreational and competitive tennis programs, approved by the CITY, are to be developed and provided by the LESSEE. Examples of such programming includes, but is not limited to: singles and doubles nights, recreation and competitive ladders, age and/or gender-specific activities, instructional clinics and academies, special events, etc.

G. Scholarship and fee assistance programs for low income children and youth, subject to CITY approval, are to be developed and provided by the LESSEE.

H. Outreach, promotional and advertising efforts, subject to CITY approval, will be developed and provided by LESSEE, the purpose of which to attract new tennis players to the facility and to tennis as a recreational activity.

I. LESSEE shall be solely responsible for operation of the pro shop; hiring of Center instructors and other staff; all pro shop inventory and related items; reservation scheduling during operational hours; controlling of lights; handling of all program registration and fees associated with all programming and court

use rentals; keeping of accurate records of all revenue from programming, sales, court walk-ons and reservations, and all services provided at the Costa Mesa Tennis Center.

J. Subject to CITY approval, LESSEE shall create a method for collection of program participant and facility user satisfaction and evaluation information, for the purpose of review by CITY and LESSEE.

### 3.02 Building and Equipment Maintenance

A. LESSEE shall, at its expense, keep and maintain the premises and all building, structures, improvements, fixtures, trade fixtures, equipment and utility systems which may now or hereafter exist thereon, in good, operable, useable and sanitary order and repair and in a good, safe and first-class condition throughout the term of this Agreement, providing for such repairs, replacements, rebuilding and restoration as may be required by the City Manager. LESSEE shall be responsible for maintenance of the interior of the pro shop including restrooms, furnishings and fixtures; LESSEE shall maintain shrubs & landscaping surrounding pro shop and in courtyard area, including proper watering and weeding.

All such repairs and/or any modifications or additions to the facilities shall have the approval by the City Manager prior to their implementation by LESSEE.

B. LESSEE shall pay all telephone charges. LESSEE shall be responsible for all janitorial supplies. LESSEE shall further be responsible for repair or replacement of damaged articles including broken windows, broken or clogged toilets, carpets, drapes, doors, interior furnishings, and fixtures. LESSEE shall be responsible for annual cleaning of carpets and drapes, and for general cleaning of the interior of the pro shop. LESSEE shall be responsible for repainting of the interior of the pro shop as deemed necessary by CITY. LESSEE shall be responsible for weekly washing and maintenance of courts. LESSEE shall be responsible for security of courts and lights. LESSEE shall be responsible for emptying trash from pro shop to outside receptacles for daily cleanup of pro shop patio area. LESSEE shall be responsible for maintenance of courts, including washing courts, nets, center straps, windscreens, as well as replacement of nets and center straps, when deemed necessary by CITY.

C. Should LESSEE fail, after ten (10) days notice from CITY, to perform its obligations hereunder, CITY in addition to all other available remedies may, but shall not be obligated to exercise its Right-of-Entry, enter upon the premises and perform LESSEE's failed obligations, using any equipment or materials on the premises suitable for such purposes. LESSEE shall forthwith on demand reimburse CITY for its costs so incurred including direct and indirect overhead costs as determined by the City Manager.

D. It is hereby understood and agreed by LESSEE that CITY does not have any duty nor shall it be called upon to make any improvements, replacements or repairs whatsoever to the premises and any structures, improvements, fixtures, trade fixtures, equipment and utilities during the term hereof, except as provided by the following:

1. CITY shall provide a tennis pro shop structure and shall be responsible for maintenance of exterior lights, including replacing lights when necessary. CITY shall also be responsible for maintenance of grounds outside of the fenced in tennis courts and courtyard area, including landscaping, lighting, parking lot paving, driveways and walkways. CITY shall identify 55 parking spaces in the northwest parking lot closest to the Center for use by Tennis Center participants. CITY shall pay all utilities except telephones. CITY shall be responsible for repainting the exterior of the pro shop as deemed necessary by CITY and for repair of any and all damage to the tile roof unless caused by the willful misconduct of LESSEE'S officers, employees or guests. CITY shall be responsible for repair of damage to the exterior of the pro shop due to weather.

2. LESSEE may offer any additional maintenance services mutually agreed upon in writing by CITY and LESSEE. LESSEE shall be responsible for all damages, excluding tile roof, and losses to the pro shop due to vandalism. This includes the pro shop structure, excluding tile roof, and all fixtures and inventory within the pro shop.

#### 4. PAYMENT OF RENTAL:

4.1 LESSEE shall pay CITY for the use granted herein a monthly amount equal to: 10% of gross from all court-use revenue sources (i.e. lessons, tournament entries, hourly court rentals and annual reservation passes, etc. ) and 5% of gross of pro shop sales, **OR** \$1000, whichever is greater, commencing one hundred and eighty (180) days after commencement of this contract. For the first ninety (90) days of the contract no payment will be made by LESSEE to CITY, and for the second (90) ninety days the minimum payment of \$1000 will be paid by LESSEE to CITY.

4.02 Payment shall be made on a monthly basis to CITY on or before the fifteenth (15th) day of the calendar month following each month of the term provided for herein, unless that date falls on a weekend or CITY holiday, in which case payment may be made on the first business day thereafter. Payment shall be made by check or draft issued and payable to the City of Costa Mesa and received by the City's Finance Director, 77 Fair Drive, Costa Mesa, California 92626, or such other place as may be designated in writing to LESSEE. A late payment charge of ten percent (10%) shall be added to any late payment that is received after the date in which payment is due. Postmarks will not be

accepted. However, the late payment charge may be waived whenever the City Manager makes written findings that the late payment is excusable by reason of extenuating circumstances. CITY shall not be obligated at any time during the term to notify LESSEE of the accumulation of late payment charges.

## 5. ACCOUNTING RECORDS

5.01 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's pre-numbered receipt or verify the amount recorded on a slip. Said cash register shall in all cases have locked-in sales totals and transactions counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash register, LESSEE shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner. Under no circumstances shall LESSEE conduct sales where such sales are not recorded and customer receipts are not issued.

5.02 LESSEE shall be required to maintain a method of accounting, to the satisfaction of CITY, which correctly and accurately reflects the gross receipts, and disbursements, construction costs, and construction financing of LESSEE in connection with the authorized operations. The method of accounting, including bank accounts established for the authorized operations, shall be separate from the accounting system used for any other business operated by LESSEE or for recording personal financial affairs. Such method shall include the keeping of the following documents:

- A. Regular books of accounting such as general ledgers.
- B. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- C. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
- D. Cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified).
- E. Any other reporting records that the Finance Director and/or City Manager deems necessary for proper reporting of receipts.

5.03 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for four (4) years thereafter. In addition, CITY may from time to time conduct an audit and reaudit of the books and business conducted by LESSEE and observe the operation of the business so that accuracy of the

above records can be confirmed. LESSEE acknowledges that CITY intends to audit the books and records of LESSEE at least once prior to the expiration of the first year of the term of this Agreement. All information obtained in connection with CITY'S inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under law, excepting upon notification of termination of this contract, the averaged revenues from the most recent five (5) year period from LESSEE operations may be made available to the prospective bidders.

5.04 In the event that an audit or review conducted by the Finance Director and/or City Manager finds that due to LESSEE'S non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to CITY can be determined, the City Manager may, at his option, (1) bill LESSEE for said losses, said amount to be paid to CITY within thirty (30) days following billing therefor unless otherwise extended by the City Manager, and/or (2) use the Security Deposit as provided for herein; and/or (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of LESSEE to correctly report gross receipts; and a projected loss of revenue due to CITY. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day for each day of the loss period as determined by CITY, and that LESSEE shall be liable to CITY for liquidated damages in said amount.

5.04.01 Should the City Manager find that the additional rental payment due to CITY exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, LESSEE shall also pay the cost of the audit as determined by CITY and pay any penalty for the delinquent payments.

5.05 LESSEE shall furnish the City Manager with a monthly gross receipts report showing the amount payable therefrom to CITY. Such a report shall accompany each monthly payment required to be made as provided herein. The quarterly reporting period shall be by calendar month. In addition thereto, LESSEE shall furnish the City Manager with monthly revenue and expense reports and an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to said City Manager. The monthly revenue and expense report shall be submitted with the monthly rental payment. The annual financial statement shall be submitted within sixth (60) days of the close of an Agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.

6. REQUIRED CAPITAL IMPROVEMENT PROGRAM

6.01 A Capital Improvement Program shall be prepared by LESSEE and approved by the City Manager which shall indicate the description of each improvement project, the estimated improvement costs, and the projected time frame for commencement and completion of the improvement project. All twelve (12) tennis courts are to be resurfaced, all six (6) wind screens and all twelve (12) court nets will be replaced, and all agreed upon pro shop improvements will be completed within ninety (90) days from commencement of this contract. Exhibit B, attached hereto and prepared by CITY and LESSEE, is a list of the Capital Improvements Program.

6.02 The City Manager and LESSEE may mutually agree from time to time that various capital improvement(s) shall be completed as necessary to improve and/or ensure the useability of the premises. LESSEE shall pay for the cost of all of the capital improvements in the Capital Improvement Program from LESSEE'S own funds. Within thirty (30) days of execution of this Agreement, LESSEE shall provide a Faithful Performance Bond in a form approved by the City Attorney in an amount equal to \$25,000. Provided said bond shall be returned to LESSEE on completion of capital improvements in a value equal to said bond.

6.03 Prior to commencement of construction, LESSEE shall obtain the City Manager's written approval of all plans, specifications and construction cost estimates (minimum of three bids or proposals) for the improvements to be constructed upon the demised premises. No modification of said plans, specifications, or improvements, including landscaping, shall be made by LESSEE without approval thereof by the City Manager. LESSEE agrees that CITY may have on the site at any time during the construction improvement period an inspector who shall have the right of access to the premises and the construction work.

6.04 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of LESSEE shall extend the time in which said construction must be completed by the length of time of such delay.

6.05 LESSEE shall construct, perform, complete and maintain all construction and installations covered by this Agreement in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and to complete same. Upon completion of the improvements, LESSEE shall furnish the City Manager with one (1) complete set of as-built construction drawings and operating manuals for building equipment and systems; and copies of all written warranties. Upon termination of this Agreement whether by expiration of term or cancellation, LESSEE shall assign to CITY all express warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement. Upon

review by and consultation with CITY'S Risk Manager or City Attorney, LESSEE shall provide such insurance coverage as City Manager reasonably deem necessary for the contemplated construction project.

## **7. OPERATING RESPONSIBILITIES**

7.01 Compliance with Laws : LESSEE shall conform to and abide by all CITY and county ordinances, and all state and federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the tennis Center operation hereunder and/or any construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

7.02 Compliance with Rules and Regulations : LESSEE shall conform to and abide by all rules and regulations of the City Council and the City Manager insofar as the same or any of them are applicable. LESSEE shall conform to CITY'S Drug Free Workplace Policy, Policy No. 100-5, which is attached hereto and incorporated herein by this reference. Failure to establish a program, notify employees, or inform CITY of a drug related workplace conviction will constitute a material breach of this Agreement upon which CITY may immediately terminate this Agreement.

7.03 Disorderly Persons : LESSEE shall exercise every reasonable effort not to allow any loud, boisterous or disorderly persons to loiter about the premises.

7.04 Illegal Activities : LESSEE shall not knowingly permit any illegal activities to be conducted upon the premises.

7.05 Signs : LESSEE shall not post signs upon the premises unless prior written approval therefore is obtained from the City Manager.

7.06 Public Use : LESSEE shall use its best efforts to maximize the public use of Tennis Center and the facilities thereon.

7.07 LESSEE'S Staff and Employment Practices: LESSEE shall maintain an adequate and proper staff. The City Manager may at any time give LESSEE written notice to the effect that the conduct or action of a designated employee of LESSEE is, in the reasonable belief of the City Manager, detrimental to the interest of the public patronizing the premises. Following City Manager's written notice therefor LESSEE shall, at City Manager's discretion: (1) terminate such employee's work assignment at the demised premises or (2) LESSEE shall meet with representatives of the City Manager to consider the appropriate course of action with respect to such matter and LESSEE shall take reasonable measures under the circumstances to assure the City Manager that the

conduct and activities of LESSEE'S employee will not be detrimental to the interest of the public patronizing the premises.

7.08 LESSEE warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). LESSEE shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. LESSEE shall retain such documentation for all covered employees for the period prescribed by law. LESSEE shall indemnify, defend, and hold harmless, the CITY, its officers and employees from employer sanctions and any other liability which may be assessed against LESSEE or CITY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7.09 Sanitation : No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health shall be permitted to remain on the premises and LESSEE shall prevent any accumulation thereof from occurring.

7.10 Security Devices : LESSEE may provide any legal devices, mechanism, or equipment designed for the purpose of protecting the premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the City Manager. All purchases and installation thereof shall be at LESSEE'S expense. During the last thirty (30) days preceding the termination of this Agreement, LESSEE shall remove same from the premises, other than for those items of personalty which have been furnished by CITY or have been so affixed that their removal therefrom cannot be accomplished without damage to the realty as determined by the City Manager.

7.11 Safety : LESSEE shall immediately correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. LESSEE shall obtain emergency medical care for any member of the public who is in need thereof, because of illness, or injury occurring on the premises. LESSEE shall cooperate fully with CITY in the investigation of any injury or death occurring on the premises, including a prompt report thereof to the City Manager.

7.12 Habitation : The premises shall not be used for human habitation, other than a night watchman or patrolman as approved by the City Manager.

**8. ADVERTISING AND PROMOTIONAL MATERIALS**

8.01 LESSEE shall not promulgate nor caused to be distributed any advertising, or promotional materials unless prior approval is obtained from City Manager. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to: advertising in newspaper, magazines and trade journals, and radio and/or television commercials.

8.02 Credit in Promotional Materials : LESSEE agrees that any advertising or promotional materials promulgated by LESSEE shall contain the words "City of Costa Mesa" and "Costa Mesa Tennis Center" prior to listing the LESSEE business name unless specifically approved otherwise by the City Manager.

**9. DESTRUCTION OF DEMISED PREMISES**

9.01 In the event the demised premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, LESSEE shall either restore the premises or terminate this Agreement. CITY shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. If the destruction is from a risk for which insurance coverage is not required or provided under said policy of insurance, CITY shall either restore the premises or terminate this Agreement. Said insurance proceeds, if any, shall be held for the benefit of LESSEE only in the event of an election by LESSEE to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the City Manager and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, LESSEE shall deposit the amount of the deficiency with the CITY upon demand therefor by the City Manager, and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by CITY and credited to the rental reserved over the remaining term of this Agreement. If LESSEE elects to restore the demised premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by LESSEE and forwarded to City Manager for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by CITY. The required construction shall be performed by LESSEE and/or licenses and bondable contractor(s) thereof who shall be required to carry comprehensive liability and property damage insurance, workers' compensation insurance, and standard fire, and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in amounts equal to the insurance limits required herein, or as otherwise determined by CITY. Said construction

shall be commenced promptly following the approval thereof by the City Manager, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by CITY with notice of nonresponsibility, and shall be diligently prosecuted to completion. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by City Manager. LESSEE agrees that CITY may have on the site at any time during the construction period an inspector who shall have the right of access to the demised premises and the work occurring thereon. LESSEE, at the commencement of the construction work, shall notify City Manager in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, LESSEE shall immediately record a notice of completion with the Registrar-Recorder.

9.02 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by LESSEE shall be abated and/or other relief afforded to the extent that the City Manager may determine the damage and/or restoration interferes with the Tennis Center operation provided a claim therefor is filed with the City Manager within one hundred (100) days of notice of election to restore premises. Any such claim shall be denied if the destruction of the demised premises is found by the City Manager to have been caused by the fault or neglect of LESSEE. LESSEE agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the Tennis Center operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

9.03 LESSEE shall cooperate in the restoration of the demised premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.

9.04 The aforesaid provisions for abatement and/or other relieve shall also be applicable to a total or partial destruction of the demised premises by the aforementioned causes, except that the relief to be provided shall be based upon the extent the City Manager may determine that the reduction in the public's use of the demised premises due to the partial or total closure thereof has affected the Tennis Center operation.

9.05 LESSEE agrees to accept the remedy heretofore provided in the event of a destruction of the demised premises and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

## **10. CONSTRUCTION BY CITY AFFECTING DEMISED PREMISES**

10.01 In the event CITY shall construct or cause to be constructed a new facility on the demised premises, this Agreement shall continue in full force and effect, except that the payments to be made by LESSEE shall be abated and/or other relief afforded to the extent that the City Manager may determine the construction

interferes with the authorized operations, provided a claim therefor is filed with the City Manager within one hundred (100) days of the commencement of construction. LESSEE agrees that the provisions of Section 10 shall not apply to improvements constructed pursuant to the Capital Improvements Plan.

10.02 LESSEE agrees to cooperate with CITY in the event the construction affects the premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. LESSEE further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

10.03 Following completion of the new facility, LESSEE shall resume its operations therefrom within thirty (30) days of written notice from the City Manager that the premises are tenantable.

10.04 The aforementioned provisions of this section shall also be applicable in the event of performance of work on the demised premises that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the City Manager may determine that the reduction in the public's use of the demised premises due to the partial or total closure thereof, has affected LESSEE'S operations.

10.05 LESSEE agrees to accept the remedy heretofore provided in the event of construction upon the demised premises, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

## **11. INDEPENDENT CONTRACTOR**

11.01 This Agreement is by and between the CITY and LESSEE and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between CITY and LESSEE.

11.02 LESSEE understands and agrees that all persons furnishing services to LESSEE pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of LESSEE and not of CITY.

11.03 LESSEE shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits to any person for injuries from or connected with services performed on behalf of LESSEE pursuant to this Agreement.

## **12. SECURITY DEPOSIT**

12.01 Prior to the commencement of the term of this Agreement, LESSEE shall pay to the CITY a sum of \$1,000 equal to one (1) month's minimum rent. In lieu thereof, LESSEE may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (123 U.S.C. Section 1811 et seq), provided that a certificate of deposit is delivered to the City Manager giving CITY the exclusive right to withdraw any or all of said amount during the term of this Agreement. LESSEE shall be entitled to any and all interest accruing from said certificate of deposit. Said sum shall serve as security for faithful performance of all covenants, promises and conditions assumed by LESSEE herein, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of Tennis Center operations; completion of construction; and payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement. In the event any or all said amounts is applied in satisfaction and/or mitigation of damages LESSEE shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder. Said sum shall be returned to LESSEE upon termination of this Agreement less any amounts that may be withheld therefrom by CITY as heretofore provided.

## **13. HOLD HARMLESS AND INDEMNIFICATION**

13.01 LESSEE agrees to indemnify, defend and save harmless CITY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with LESSEE'S operations or its services hereunder, including any worker's compensation suits, liability or expense, arising from or connected with services performed on behalf of LESSEE by any person pursuant to this Agreement. LESSEE'S duty to indemnify CITY shall survive the expiration or other termination of this Agreement.

## **14. INSURANCE**

14.01 Without limiting LESSEE'S indemnification of CITY, LESSEE shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be

provided by insurer(s) satisfactory to CITY'S Risk Manager or City Attorney and evidence of such programs satisfactory to CITY shall be delivered to the City Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that CITY is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. Such insurance, with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by CITY, and shall name CITY and its officers and employees as additional insureds.

14.01.01 During the periods of time of normal operations and non-construction periods, LESSEE shall provide and maintain the following forms and amounts of insurance:

A. Liability: Comprehensive General Liability insurance endorsed for Independent Contractor, Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence. If such insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.

B. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with a \$500,000 limit covering all persons providing services by or on behalf of LESSEE and all risks to such persons under this Agreement.

C. Property Coverage: (1) Personal Property Insurance for the actual cash value against the hazards of fire, theft, burglary, vandalism and malicious mischief.

14.02 Failure on the part of LESSEE to procure or maintain required insurance shall constitute a material breach of contract upon which CITY may immediately terminate this Agreement.

14.03 Conduct of LESSEE'S operations shall not commence until LESSEE has complied with the aforementioned insurance requirements. Further, said operations, whether in whole or in part, shall be subject to suspension by the City Manager during any period that LESSEE fails to maintain said policies in full force and effect.

14.04 The specified amount of liability insurance required herein may be subject to renegotiation on an annual basis. Should either party request renegotiation with respect to the amount of liability insurance to be provided, the determination thereof shall be established through mutual negotiations between the parties. LESSEE shall continue to provide liability insurance in the amount currently being provided

pending final renegotiation thereof in the manner heretofore provided.

14.04.01 Subsequent to such renegotiation as hereinbefore described, and with the concurrence of CITY'S Risk Manager and City Attorney, the City Manager shall prepare and execute, and the LESSEE shall execute, the appropriate amendment to this Agreement.

14.05 No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of LESSEE to furnish insurance during the term of this Agreement. At least thirty (30) days prior to the expiration of any such policy, a signed and complete certificate of insurance, with all endorsements required by this Section, showing that such insurance coverage has been renewed or extended shall be filed with the City Manager.

#### **15. TAXES AND ASSESSMENTS**

15.01 The property interest conveyed herein may be subject to personal property taxation and/or assessment thereon, and in the event thereon, and in the event thereof, LESSEE shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, CITY or any other tax assessment-levying body upon the premises and any improvements located thereon.

15.02 LESSEE shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

#### **16. TRANSFERS**

16.01 LESSEE shall not, without the prior written consent of the City Manager assign, hypothecate, or mortgage this Agreement or sublease or license any portion of the premises. Any attempted assignment, hypothecation, mortgage, sublease or license without the consent of the City Manager shall render this Agreement null and void.

16.02 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by LESSEE shall be binding upon any transferee thereof.

16.03 The operations herein authorized shall not be transferable by testamentary disposition or the state laws of intestate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of LESSEE occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against LESSEE or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against LESSEE, or by any process of law including proceedings under the Bankruptcy Act.

16.04 Shareholders and/or partners of LESSEE may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of LESSEE to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the City Manager finds that the transferee is lacking in experience and/or financial ability to render and provide service for the operation of the Center.

16.05 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the City Manager.

16.06 In reference to Section 16.05, the CITY'S consent with regard to successive transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure or the assignment of the Agreement in lieu of foreclosure, pursuant to the terms of a deed of trust previously approved by CITY, shall not be unreasonably withheld.

16.07 In the event LESSEE shall request the prior written consent of City Manager to give, assign, transfer or grant control of this Agreement, and subsequently the City Manager gives written consent to the assignment, a transfer fee equal to one percent (1%) of the gross sales price shall be paid to CITY. Said sum shall be payable to CITY in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to the City Manager's consent to such assignment, the assignor (1) shall deliver to assignee a written schedule of all sums due and owing to CITY from the assignor with such schedule being in form and content subject to the approval of the City Manager in all respects and (2) shall deliver to the City Manager, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to CITY and (b) accepts responsibility for payment of such sums directly to CITY.

#### **17. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE**

17.01 LESSEE hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1991, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

17.02 LESSEE certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act and Americans With Disabilities Act.

17.03 LESSEE certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap.

17.04 All employment records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by LESSEE in the areas heretofore described.

17.05 If CITY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Department or the Federal Equal Employment Opportunity Commission that LESSEE has violated State or Federal non-discrimination laws or regulations shall constitute a finding by CITY that LESSEE has violated the non-discrimination provisions of this Agreement.

17.06 The parties agree that in the event LESSEE violates the non-discrimination provisions contained herein, CITY shall, at its option, be entitled to a sum of One Thousand Dollars (\$1,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement. LESSEE further agrees that One Thousand Dollars (\$1,000) is a reasonable sum under all of the circumstances existing at the time of the execution of this Agreement.

## **18. EASEMENTS**

18.01 CITY reserves the right to establish, grant or utilize easements or rights-of-way over, under, along and across the demised premises for utilities and/or public access to the demised premises provided CITY shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive LESSEE of the use of a portion of the premises, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

## 19. CANCELLATION

19.01 Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the City Manager shall give LESSEE ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.

19.02 Upon cancellation CITY shall have the right to take possession of the premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

19.03 Action by CITY to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

19.04 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the City Manager shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the operation. Accordingly, the City Manager shall send a copy of any intended cancellation of this Agreement to any of the aforementioned parties whose security would be affected thereby; and upon request thereof for postponement, extend the date set therefor by such time as the City Manager finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new LESSEE under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the City Manager.

19.05 In reference to Section 20.04 of this Agreement, the City Manager shall provide a notice of default to Lender, provided that such Lender shall have previously registered with the City Manager by written notice specifying the name and address of said Lender, at the same time the City Manager provides such notice to the LESSEE. With regard to monetary defaults and other non-monetary defaults which are curable by Lender, the City Manager shall not terminate this Agreement so long as Lender, after receiving notice of such defaults and within a reasonable time after the expiration of LESSEE'S curative periods to cure the defaults as provided in Section 21., commences promptly to pay or to institute foreclosure proceedings to foreclose the deed of trust and proceeds with the due diligence thereafter to prosecute such proceedings to a conclusion or to cure the defaults. With regard to defaults which cannot be cured by Lender, the City Manager shall not terminate this Agreement so long as Lender, after receiving notice of such defaults and with a reasonable time

after the expiration of the LESSEE'S curative periods to cure the defaults, institutes promptly for foreclosure proceedings to foreclose the deed of trust and proceeds with due diligence thereafter to prosecute such proceedings to a conclusion. In the event that this Agreement is rejected by a trustee in bankruptcy due to LESSEE'S bankruptcy, CITY shall provide to Lender or its assignee an option to enter into a new lease agreement with CITY upon the same terms and conditions as are contained in this Agreement and for the balance of the term thereof.

## **20. EVENTS OF DEFAULT**

20.01 The abandonment, vacation or discontinuance of tennis Center operations on the demised premises for more than twenty-four (24) consecutive hours.

20.02 The failure of LESSEE to punctually pay or make the payments herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

20.03 The failure of LESSEE to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the City Manager to correct the condition therein specified.

20.04 The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the City Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and LESSEE shall have immediately, following receipt of such notice, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the City Manager.

20.05 The failure of LESSEE to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the City Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and LESSEE shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the City Manager.

20.06 The filing of a voluntary petition in bankruptcy by LESSEE; the adjudication of LESSEE as a bankrupt; the appointment of any receiver of LESSEE'S assets; the making of a general assignment for the benefit of creditors; a petition or

answer seeking an arrangement for the reorganization of LESSEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive LESSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Tennis Center; the levy of any attachment or execution which substantially interferes with LESSEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

20.07 Determination by the City Manager, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by LESSEE in violation of state and/or federal laws thereon.

20.08 Transfer of the majority controlling interest of LESSEE to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the City Manager.

20.09 LESSEE'S material misrepresentation of fact(s) in its "Affidavit to Accompany Proposals", which was required to be submitted in response to the "Request For Proposals", which was to be submitted in response to the Request for Proposals used in the solicitation process for this Agreement, and which by this reference is incorporated herein as if fully set forth.

20.10 Failure to have submitted schematic plans and/or working drawings on or before the date(s) designated in this Agreement for submission thereof.

20.11 Failure to have commenced required construction or any phase thereof on or before the date designated in this Agreement for commencement thereof.

20.12 Failure to have completed construction on or before the date designated in this Agreement for completion thereof.

## **21. DEFAULT FOR INSOLVENCY**

21.01 CITY, through its City Manager, may immediately terminate this Agreement for default in the event of the occurrence of any of the following:

A. The City Manager determines that LESSEE is insolvent. LESSEE shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

B. The appointment of a Receiver or Trustee for LESSEE.

C. The execution by LESSEE of an assignment for the benefit of creditors.

21.02 The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21.03 Any discretion vested in the City Manager pursuant to the provisions of Section 22.01 shall be reasonably exercised.

## **22. WAIVER**

22.01 Any waiver by CITY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of CITY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping CITY from enforcing the full provisions thereof.

22.02 No delay, failure, or omission of CITY to re-enter the premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

22.03 No notice to LESSEE shall be required to restore or revive "time of the essence" after the waiver by CITY of any default.

22.04 No option, right, power, remedy or privilege of CITY shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, privileges and remedies given CITY by this Agreement shall be cumulative.

## **23. RIGHT-OF-ENTRY**

23.01 Should LESSEE be deemed deficient, as determined by City Manager, in its performance of its obligations required hereunder, CITY in addition to all other available remedies may, but shall not be so obliged, enter upon the premises and correct LESSEE'S deficiencies using CITY forces, and equipment and materials on the premises suitable for such purposes, or by employing a separate private contractor. CITY'S costs so incurred, including direct and indirect overhead costs as determined by the City Manager, shall be reimbursed to CITY by LESSEE and/or its sureties within thirty (30) days of demand thereof.

23.02 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of twenty-four (24) hours, LESSEE hereby irrevocably appoints CITY as an agent

for continuing operation of the services granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the premises, including all improvements, equipment and inventory thereon; and (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of LESSEE; and (3) sublease or license the premises; and (4) after payment of all expense of such subleasing or licensing apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from LESSEE'S breach of this Agreement. Entry by the officers and employees of CITY upon the premises for the purpose of exercising the authority conferred hereon as agent of LESSEE shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

#### **24. SURRENDER**

24.01 Upon expiration of the term hereof, or cancellation thereof as herein provided, LESSEE shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to CITY in a reasonably good condition, ordinary wear and tear expected, subject to the right of CITY to demand removal thereof.

24.02 Upon expiration of the term of this Agreement, LESSEE shall execute and deliver to CITY within thirty (30) days after service of written demand, a good and sufficient quitclaim deed of the LESSEE'S interest in this Agreement and the demised premises. Should LESSEE fail or refuse to deliver to CITY a quitclaim deed as aforesaid, a written notice by CITY reciting the failure of the LESSEE to execute and deliver the quitclaim deed, shall after ten (10) days from the date of recordation of the notice be conclusive evidence against LESSEE and all persons claiming under LESSEE of the termination of this Agreement.

#### **25. INTERPRETATION**

25.01 This Agreement shall be interpreted according to the rules which govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code commencing with Section 1635.

25.02 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

25.03 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

"City Manager": City Manager or his designee.

"State": The State of California.

"Finance Director": Finance Director of the City of Costa Mesa.

"Tennis Center Operation": The privilege of engaging in the activities authorized herein on the public property designated therefor.

"Capital Improvement": Any construction project which extends the useful life and/or increases the capacity of the tennis center facilities.

"Building Official": CITY'S Director of Development Services, his authorized representative, or his successor in interest.

"Gross Receipts": Except as specifically provided by policy statement issued by the City Manager, the term "gross receipts" as used in this lease, is defined to be all money, cash receipts, assets, property or other things of value, including but not

limited to: gross charges, sales, rentals, fees, gratuities and commissions made or earned by LESSEE and/or all the assignees, sublessees, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise. Gross receipts shall include the amount of any manufacturer's or importer's excise tax included in the prices of any property or material sold, even through the manufacturer or importer is also the retailer thereof, and it is immaterial whether the amount of such excise tax is stated as a separate charge.

25.03.01 Except as specifically provided below or by written policy statement issued by the City Manager, there shall be no deduction from gross receipts for any overhead cost or expense of operations, such as, but without limitation to salaries, wages, commissions, gratuities, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by LESSEE or its sublessees, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

25.03.02 Except as specifically provided below or by written policy statement issued by the City Manager, gross receipts reported by LESSEE and its sublessees, assignees, licensees, concessionaires and permittees, must include the full usual charge for any services, goods, rentals or facilities provided by LESSEE or its sublessees, assignees, licensees, concessionaires or permittees. Gross receipts shall not include the following: direct taxes imposed upon the consumer and collected therefrom by LESSEE such as, but not limited to, Federal, State, or Municipal retail sales taxes, or related direct taxes, which

are direct taxes paid periodically by LESSEE to a governmental agency accompanied by a tax return statement; receipts from fees or charges made for tennis instructions; receipts derived from the rental of tennis equipment which are leased by LESSEE specifically for tournament purposes but not to exceed the cost to LESSEE of leasing such tennis equipment; and receipts from entry fees or charges made for special tournaments.

25.03.03 The City Manager, by written policy statement consistent with recognized and accepted business and accounting practices, upon consultation with LESSEE, and with the approval of the Finance Director and City Attorney, may further interpret the term "gross receipts" as used in this Agreement.

25.04 In the event of any conflict in the definition or interpretation of any word, responsibility, service or schedule between the Lease Agreement and the exhibits attached hereto, said conflict or inconsistency shall be resolved by giving precedence in the following priority order: first to the Agreement; then to the Exhibits to the Agreement.

## **26. FORCE MAJEURE/TIME EXTENSIONS**

26.01 Except as otherwise specifically provided hereinbefore, and in the event either party hereto shall be delayed or prevented from performance of any act required hereunder by reason of Acts of God, litigation to which LESSEE is not a plaintiff, or other cause without fault and beyond control of the party obligated, performance of such act shall be excused for the period of time of the delay as determined by the City Manager. An extension of time for any such cause shall only be for a period of time equivalent to the enforced delay. LESSEE'S inability to obtain financing shall not be grounds for an extension of time. City Manager shall prepare and execute, and LESSEE shall execute the appropriate document acknowledging any extension of time granted pursuant to this section.

## **27. LESSEE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES**

27.01 If the City Manager determines that there are deficiencies in LESSEE'S performance of the Tennis Center operations authorized and required herein, the City Manager will provide a written notice to the LESSEE to correct said deficiencies within twenty-four (24) hours following notification.

27.02 In the event that LESSEE fails to correct the deficiencies within the prescribed time frames the City Manager may, at his option; (1) use the Security Deposit as provided for herein, (2) exercise its rights under paragraph 23.01 (Right-of-Entry) herein, and/or (3) assess liquidated damages pursuant to the schedule hereinafter listed.

27.02.01 The parties agree that it will impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the LESSEE to comply with the obligations for

Tennis Center operations herein required, authorized, and specified. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$100 per day for each day of the period of time that the deficiencies exist, and that LESSEE shall be liable to CITY for liquidated damages in said amount.

27.02.02 The parties further agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the LESSEE to comply with the obligations for demised premises grounds maintenance required and specified. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day for each day of the period of time that the deficiencies exist, and that LESSEE shall be liable to CITY for liquidated damages in said amount.

## **28. TENNIS CENTER EVALUATION REPORT**

28.01 CITY and LESSEE agree that the overall condition and playability of the Tennis Center, the quality of service provided by LESSEE, and the condition of the buildings thereon is of the primary importance to both parties. As this Agreement specifies, the standards of performance deemed necessary for proper maintenance and services, CITY will develop a Tennis Center Evaluation Report to document LESSEE'S performance pursuant to said standards.

28.02 CITY'S Tennis Center Evaluation Report will be completed by an authorized representative(s) of the City Manager after an inspection of the Tennis Center by said representative(s). CITY shall make every reasonable effort to conduct such inspections on a regular basis and LESSEE or his authorized representative will be invited to participate in the inspection tour of the premises.

On or before the second (2nd) anniversary of this Agreement and each two (2) years thereafter, CITY will present a Tennis Center Evaluation Report to LESSEE based on the inspections conducted of the Tennis Center for the preceding time period. LESSEE may provide comments to CITY on the Tennis Center Evaluation Report prior to CITY'S City Council consideration of such report. The City Manager shall present the Tennis Center Evaluation Report in a public hearing to CITY'S City Council within a reasonable time after providing the report to LESSEE. The Tennis Center Evaluation Report may be accepted or modified by City Council based on evidence received at the public hearing. The Tennis Center Evaluation Reports may be considered by City Council in determining whether to grant or deny LESSEE'S application for the extensions of the term of this Agreement.

28.03 The City Manager reserves the right to modify, update, and/or amend the general content and format of the Evaluation Report forms in order to provide for a suitable instrument for the documentation of LESSEE'S performance.

## **29. NOTICES**

29.01 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, return receipt requested, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon LESSEE shall be as indicated on signature page or such other place as may hereafter be designated in writing to the City Manager by LESSEE.

Any notice served by mail upon CITY shall be addressed to the City Manager, 77 Fair Drive, Costa Mesa, California 92626, or such other place as may hereafter be designated in writing to LESSEE by the City Manager. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

## **30. SEVERABILITY**

30.01 If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

## **31. CONTRACT ENFORCEMENT AND AMENDMENTS TO THIS AGREEMENT**

31.01 The City Manager shall be responsible for the enforcement of this Agreement on behalf of CITY and shall be assisted therein by those officers and employees of CITY having duties in connection with the administration thereof.

31.02 Any officers and/or authorized employees of CITY may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not LESSEE is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of CITY within the demised premises.

31.03 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.

31.04 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by LESSEE and in the case of CITY, unless otherwise specifically authorized hereinbefore, until executed by the Mayor of CITY.

32. ENTIRE AGREEMENT

32.01 This document, and the exhibits attached hereto, constitutes the entire agreement between CITY and LESSEE for the Tennis Center operations and use granted herein. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, the terms, conditions, promises and covenants relating to the Tennis Center operation and the demised premises to be used in the conduct thereof.

IN WITNESS WHEREOF LESSEE has executed this Agreement, or caused it to be duly executed, and CITY, by order of its City Council, has caused this Agreement to be executed on its behalf by the Mayor of CITY and attested by the City Clerk of CITY on the day and year first above written.

Mailing Address:

HANK LLOYD'S TENNIS  
34205 DOHENY PARK RD.  
CAPISTRANO BEACH, CA 92624

HANK LLOYD'S ORANGE COUNTY  
TENNIS, INC.,  
LESSEE:

By:

Timothy Brunet  
Timothy Brunet

Title:

President

By:

Hank Lloyd  
Hank Lloyd

Title:

Secretary - Treasurer

CITY OF COSTA MESA:

By:

Peter Buffa  
Mayor

ATTEST:

Mary T. Elliott  
Deputy City Clerk

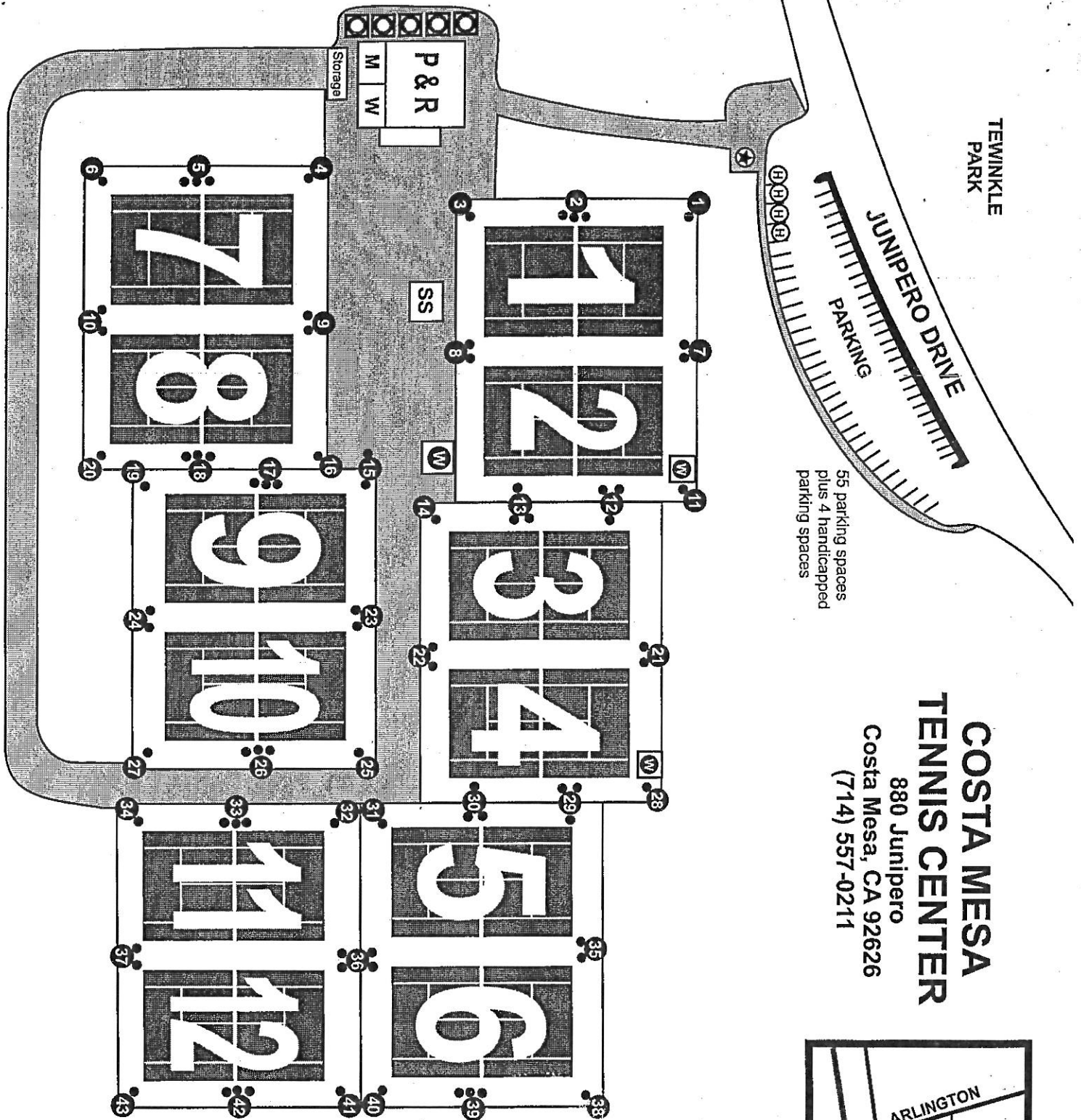
APPROVED AS TO FORM:

Thomas Kuthel 2-6-98  
City Attorney

**City Council Approved On:**

12-15-97

# EXHIBIT A



TEWINKLE PARK

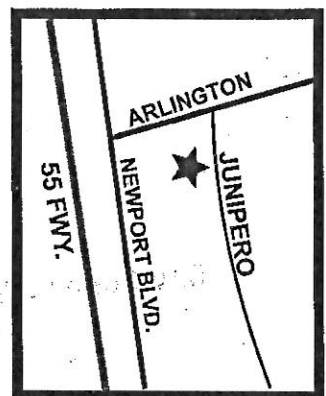
JUNIPERO DRIVE

PARKING

55 parking spaces  
plus 4 handicapped  
parking spaces

## COSTA MESA TENNIS CENTER

880 Junipero  
Costa Mesa, CA 92626  
(714) 557-0211



### LEGEND

- 55 Parking spaces
- Handicap parking (4)
- Public pay phone
- Sidewalk
- Trees (in grand planters)
- Water fountain
- P & R Pro-shop & restrooms
- 1-12 Tennis courts
- 1-43 Lights standards
- SS Shade Structure

EXHIBIT B

CAPITAL IMPROVEMENTS PROGRAM

Within ninety (90) days of the commencement of this contract, the LESSEE shall:

IMPROVEMENT	ESTIMATED COST*
Resurface and restripe all twelve (12) tennis courts	\$21,600 total
Replace all six (6) windscreens	\$12,000 total
Replace all twelve (12) court nets	\$ 1,200 total
Replace pro shop doors	\$ 800 total
Installation and lease of alarm for pro shop	(unknown)
GRAND TOTAL	<hr/> \$ 35,600

(\* Should the cost to resurface and restripe the tennis courts, replace the windscreens or nets, replace pro shop doors, or installation and lease alarm for pro shop, exceed the cost estimate provided herein, LESSEE shall pay the additional cost to complete the specified capital improvement projects above)

## 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;

## CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

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

- B. Establishing a Drug-Free Awareness Program to inform employees about:
1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counselling, 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

## CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

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

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;
- 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.

## **EXTENSION AND AMENDMENT TO AGREEMENT FOR OPERATION OF THE CITY OF COSTA MESA TENNIS CENTER**

This Extension and Amendment ("Amendment") is made and entered into this 19<sup>th</sup> day of April, 2005, by and between the City of Costa Mesa, a California municipal corporation and Hank Lloyd's Orange County Tennis, Inc., ("Lessee").

### **RECITALS**

WHEREAS, City and Lessee entered into an agreement dated February 9<sup>th</sup> 1998 in which City agreed to lease to Lessee certain City park property located at TeWinkle Park in Costa Mesa, California (the "Agreement");

WHEREAS, the term of the Agreement was a five year period; and;

WHEREAS, Section 2.03 of the Agreement allows Lessee to extend the term of the Agreement for two additional five-year periods, provided that the City receive written notice at least 60 days prior to the expiration of the existing term; and

WHEREAS, the expiration of the original term of the Agreement was February 8, 2003; and

WHEREAS, on November 26, 2002, the City received written notice of Lessee's exercise of the option to extend the term of the Agreement for an additional five year period; and

WHEREAS, the parties now wish to acknowledge that the term of the agreement has been extended for an additional five years; and

WHEREAS, the parties also wish to amend the terms and conditions of the Agreement.

NOW, THEREFORE, City and Lessee agree to the following terms and conditions:

1. Unless terminated under other provisions of the Agreement, the term of the Agreement shall be extended, effective May 1, 2005, for one additional five-year period, ending on April 30, 2010.

2. Section 1.04 and Section 6 of the Agreement are hereby stricken in their entirety and their provisions shall not apply to the term of the extended Agreement.

3. The last sentence of Section 3.02B is amended to read as follows:

Lessee shall be responsible for maintenance of the courts, including washing the courts, nets, center straps, windscreen as well as replacing the nets, center straps and windscreens and resurfacing the courts when deemed necessary by CITY.

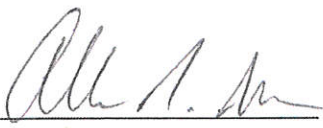
4. Section 7.01 shall be amended to read as follows:

Lessee 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; payment of prevailing wages pursuant to California Labor Code Section 1720 et seq.; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. Lessee 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 Lessee's performance under this Agreement.

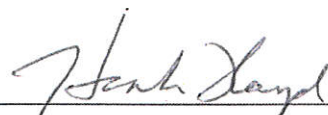
5. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City, by order of its City Council, has caused this Amendment to be executed on its behalf by the Mayor of the City, and Lessee has caused this Amendment to be executed by its officers.

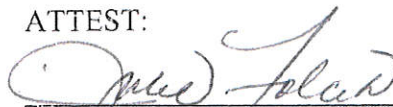
CITY OF COSTA MESA,  
a municipal corporation

By:   
Mayor


HANK LLOYD'S ORANGE  
COUNTY TENNIS, INC.,

By:   
Title: Tennis Director (owner)

ATTEST:

  
Deputy City Clerk and ex-officio  
Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

  
City Attorney

## **AMENDMENT TWO TO AGREEMENT FOR OPERATION OF THE CITY OF COSTA MESA TENNIS CENTER**

This Extension and Amendment ("Amendment") is made and entered into this 1<sup>st</sup> day of May, 2010, by and between the City of Costa Mesa ("City"), a California municipal corporation and HML Tennis, LLC, a limited liability corporation ("Lessee").

### **RECITALS**

WHEREAS, City and Lessee, then known as Hank Lloyd's Orange County Tennis, Inc. entered into an agreement dated February 9, 1998 in which City agreed to lease to Lessee certain City park property located at TeWinkle Park in Costa Mesa, California (the "Agreement"); and

WHEREAS, in April, 2009 all of the rights and obligations under the Agreement of February 9, 1998 as well as the Extension and Amendment to Lessee were transferred to HML Tennis, LLC, and

WHEREAS, the term of the original Agreement was a five year period; and

WHEREAS, Section 2.03 of the Agreement allows Lessee to extend the term of the Agreement for two additional five-year periods; and

WHEREAS, the expiration of the original term of the Agreement was February 8, 2003; and

WHEREAS, on April 19, 2005, the term of the Agreement was extended, which extension expires on April 30, 2010; and

WHEREAS, City has received written notice of Lessee's exercise of the option to extend the term of the Agreement for an additional five-year period; and

WHEREAS, City and Lessee wish to amend the Agreement in order to extend the term of the Agreement; and

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


1. Unless terminated under other provisions of the Agreement, the term of the Agreement shall be extended effective May 1, 2010, for one additional five-year period, ending on April 30, 2015.

2. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

3. All other terms, conditions, and provisions of the Agreement, the Extension and Amendment of April, 2005 as well as the Assignment and Assumption Agreement of April, 2009, not in conflict with this Amendment, shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: 5-3-10

HML TENNIS, LLC

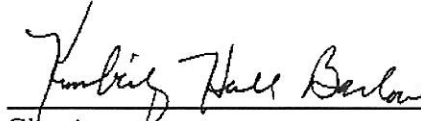
  
\_\_\_\_\_  
Signature

Date: 4/20/2010

Hank Lloyd - Pres - Member  
Name and Title

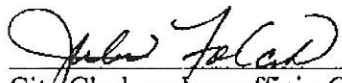
27-2126723  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 3/29/10

ATTEST

  
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa



# CITY OF COSTA MESA

CALIFORNIA 92626-1200

P O BOX 1200

FROM THE OFFICE OF THE CITY CLERK

May 10, 2010

Hank Lloyd  
Costa Mesa Tennis Center  
880 Junipero Drive  
Costa Mesa, CA 92626

Dear Mr Lloyd:

RE. Amendment No. 2 to Agreement for Operation of Tennis Center

At the regular meeting held on April 20, 2010, the City Council approved Amendment No. 2 to the agreement with HML Tennis, LLC (formerly Hank Lloyd's Orange County Tennis, Inc.) to extend the agreement for an additional five (5)-year term for the operation of the Costa Mesa Tennis Center

A fully executed copy of the amendment is enclosed for your records

Sincerely,

  
for JULIE FOLCIK  
City Clerk

Enclosure (1)

JF:cl

cc: Recreation Division  
Finance Department

ITEM NO VI-5

**AMENDMENT TWO TO AGREEMENT FOR OPERATION  
OF THE CITY OF COSTA MESA TENNIS CENTER**

This Extension and Amendment ("Amendment") is made and entered into this 1<sup>st</sup> day of May, 2010, by and between the City of Costa Mesa ("City"), a California municipal corporation and HML Tennis, LLC, a limited liability corporation ("Lessee").

**RECITALS**

WHEREAS, City and Lessee, then known as Hank Lloyd's Orange County Tennis, Inc. entered into an agreement dated February 9, 1998 in which City agreed to lease to Lessee certain City park property located at TeWinkle Park in Costa Mesa, California (the "Agreement"); and

WHEREAS, in April, 2009, all of the rights and obligations under the Agreement of February 9, 1998 as well as the Extension and Amendment to Lessee were transferred to HML Tennis, LLC; and

WHEREAS, the term of the original Agreement was a five year period; and

WHEREAS, Section 2.03 of the Agreement allows Lessee to extend the term of the Agreement for two additional five-year periods; and

WHEREAS, the expiration of the original term of the Agreement was February 8, 2003; and

WHEREAS, on April 19, 2005, the term of the Agreement was extended, which extension expires on April 30, 2010; and

WHEREAS, City has received written notice of Lessee's exercise of the option to extend the term of the Agreement for an additional five-year period; and


WHEREAS, City and Lessee wish to amend the Agreement in order to extend the term of the Agreement; and

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

1. Unless terminated under other provisions of the Agreement, the term of the Agreement shall be extended effective May 1, 2010, for one additional five-year period, ending on April 30, 2015.
2. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement, the Extension and Amendment of April, 2005 as well as the Assignment and Assumption Agreement of April, 2009, not in conflict with this Amendment, shall remain in full force and effect.

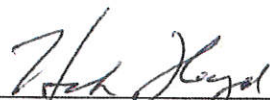
IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

  
\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: 5-3-10

HML TENNIS, LLC

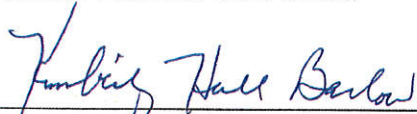
  
\_\_\_\_\_  
Signature

Date: 4/20/2010

HANK LLOYD - Pres - Member  
Name and Title

27-2126723  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 3/29/10

ATTEST:

  
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

## **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR OPERATION OF THE CITY OF COSTA MESA TENNIS CENTER**

This Assignment and Assumption Agreement for Operation of the City of Costa Mesa Tennis Center ("Assignment and Assumption") is made and entered into this 1st day of March 2022 by and between the City of Costa Mesa, a California municipal corporation ("City"), Hank Lloyd dba HML Tennis ("Hank Lloyd") and Top Seed Tennis Academy, Inc. ("Lessee").

### **RECITALS**

WHEREAS, City owns the Costa Mesa Tennis Center ("Tennis Center") located at Tewinkle Park in the City of Costa Mesa; and

WHEREAS, City and Hank Lloyd are parties to an Agreement for Operation of the City of Costa Mesa Tennis Center dated February 9, 1998 between the City and Hank Lloyd's Orange County Tennis, Inc. (the "Agreement"), which agreement was modified in 2005 by the Extension and Amendment to Agreement for Operation of the City of Costa Mesa Tennis Center (the "Extension and Amendment of 2005"); and

WHEREAS, on or about April 2009, Hank Lloyd's Orange County Tennis, Inc. assigned to Hank Lloyd dba HML Tennis, who thereby assumed, the Agreement pursuant to the terms of the separate Assignment and Assumption Agreement for Operation of the City of Costa Mesa Tennis Center; and

WHEREAS, on May 1, 2010, City and Hank Lloyd entered into Amendment Two to the Agreement ( "Amendment Two of 2010") which extended the Agreement to April 30, 2015; thereafter, City and Hank Lloyd have extended the Agreement on a month-to-month basis; and

WHEREAS, City no longer desires to continue to extend the Agreement as amended on a month-to-month basis and plans to issue a request for proposals for operation of the Tennis Center on a longer term basis within the next six (6) months; and

WHEREAS, Hank Lloyd no longer wishes to perform such services under the Agreement as amended on a month-to-month basis and desires to transfer all of its rights and obligations under the Agreement as amended; and

WHEREAS, City and Lessee desire to contract for the services in connection with the Agreement, as amended by the Extension and Amendment of 2005 and Amendment Two of 2010 thereto, on an interim basis; and

WHEREAS, the primary objective for Lessee's performance under the Agreement is to maximize: (1) the public use of the Tennis Center and (2) the revenue to be received by the City as a result thereof, on an interim basis until such time as the

City awards the operation of the Tennis Center on a long term basis pursuant to a request for proposals; and

WHEREAS, Lessee acknowledges, understands and agrees that it, including any of its officers or employees, may submit a response to a future request for proposals to operate the Tennis Center on a long term basis, provided, however, that Lessee, and/or any of its officers and/or employees, is/are not involved, in the City's sole and absolute discretion, with any such request for proposals, including but not limited to the preparation, formulation, scoring or award thereof; and

WHEREAS, this Assignment and Assumption is intended to incorporate the original Agreement of February 9, 1998, as well as the Extension and Amendment of 2005 and Amendment Two of 2010 to the Agreement.

NOW, THEREFORE, the parties agree as follows:

The Agreement of February 9, 1998, the Extension and Amendment of 2005 and Amendment Two of 2010, between City and Hank Lloyd for operation of the City of Costa Mesa Tennis Center, is hereby ratified by the parties thereto and remains in full force and effect except only as modified herein below.

Hank Lloyd dba HML Tennis, an individual and sole proprietor, hereby assigns to Top Seed Tennis Academy, Inc. all if its rights and obligations under the Agreement as amended with the City of Costa Mesa.

Top Seed Tennis Academy, Inc. accepts and shall assume all of the rights and obligations and shall be subject to all the terms and conditions of the Agreement of February 9, 1998, the Extension and Amendment of 2005 and Amendment Two of 2010, between City and Hank Lloyd for operation of the City of Costa Mesa Tennis Center.

The City agrees to the assignment by Hank Lloyd dba HML Tennis and the assumption by Top Seed Tennis Academy, Inc. of the Agreement of February 9, 1998 and Amendment of 2005 and Amendment Two of 2010.

The City and Lessee hereby agree to extend the term of the Agreement for Operation of the City of Costa Mesa Tennis Center as amended, for four (4) months, which four (4) month term may be extended by the City for up to two (2) additional two (2) month periods.

[SIGNATURES ON FOLLOWING PAGE]

Executed this 1<sup>st</sup> day of March, 2022 at Costa Mesa, California.

CITY OF COSTA MESA, A CALIFORNIA  
MUNICIPAL CORPORATION

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

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

HANK LLOYD  
DBA HML TENNIS

\_\_\_\_\_  
Hank Lloyd  
An Individual and Sole Proprietor

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

TOP SEED TENNIS ACADEMY, INC.

\_\_\_\_\_  
By: Steve McAvoy  
Title: President  
Top Seed Tennis Academy, Inc.

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

APPROVED AS TO FORM FOR CITY  
OF COSTA MESA

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 21-517

**Meeting Date:** 3/1/2022

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**TITLE:**

ACCEPTANCE OF OCTA GRANT AND AWARD OF CONTRACT FOR 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. Accept OCTA competitive grant award of \$1.77 million and 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), including a local match requirement of \$443,000, 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 competitive "call for projects" under the TSS Program soliciting projects for potential grant funding in 2019.

In July 2020, OCTA approved the City's competitive grant application for the Baker-Placentia-Victoria 19<sup>th</sup> 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 these corridors. The OCTA grant for this project is one of the largest grants of this type ever awarded by OCTA to a single agency and the only agency to receive this grant for multiple corridors.

The Baker-Placentia-Victoria 19<sup>th</sup> Street Regional Traffic Signal Synchronization Project will result in a comprehensive improvement of traffic signal coordination accommodating the needs of pedestrians, bicyclists and motorists along the entire length of the corridors (Attachment 3). 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. Additionally, the project will improve signal timing for all users - pedestrians, bicyclists and motorists, - at thirty-nine (39) signalized intersections within the City of Costa Mesa's jurisdiction that will improve overall safety for pedestrians and bicyclists.

The project also includes the installation of upgraded traffic signal communication equipment such as replacement of outdated traffic signal controllers, new video detection for bicycles that will enhance safety for bicyclists, new pedestrian countdown heads with timing changes that provide pedestrians more time to cross the street, new audible pedestrian push buttons that improve accessibility and produce voice commands to assist pedestrians, Emergency Vehicle Preemption (EVP) units using Global Positioning System (GPS), and Traffic Management Center (TMC) upgrades.

The scope of work for the RTSS Project includes:

- Development of optimized traffic signal synchronization timing plans that serve to encourage lower average speeds;
- Installation of traffic signal upgrades;
- Communication upgrades between traffic signals and TMC;
- Implementation of enhanced pedestrian timing;
- Implementation of updated bicycle timing and video detection of bicycles;
- Implementation of audible pedestrian push buttons;
- Implementation of Leading Pedestrian Interval (LPI) at several intersections;
- Preparation of "before and after" studies; and
- Two years of signal timing maintenance.

This grant project will modernize the traffic signal equipment along these corridors to incorporate signal timing for bicycles and improve timing for pedestrian crossings at all signalized intersections along the project corridors. The signal timing will be modified to accommodate longer pedestrian crossing intervals. It is important to note that a "minimum green time requirement for pedestrians" does not mean that the green time must or will be minimized for pedestrians; it is merely a reference to current minimally required engineering standards. City staff will ensure that the minimum green time for pedestrians meets or exceeds standards based on an analysis of each intersection. The project's standard for minimum pedestrian time will be based on crossing time calculated at 3.5 feet per second, which provides more time for pedestrians to cross a street than the earlier standard that assumes a pedestrian can cross 4 feet per second. All of the traffic signals on these corridors will be reviewed and programmed to meet or exceed this pedestrian clearance time, thereby enhancing safety for all pedestrians, especially near schools and other locations serving vulnerable populations (e.g. Senior Center), among many other improved safety and active transportation features outlined below.

**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. The AET/HDR team has significant experience working on active transportation projects and traffic signal synchronization projects with safety improvements in Orange and Los Angeles counties including the City of Santa Ana, City of Long Beach, City of Pasadena, City of Los Angeles, and City of San Diego. In addition, the City of Los Angeles recently approved speed limit reductions of five miles per hour on 170 miles of their complete streets program, and HDR has been involved in the program as a Program Manager. The combined years of experience of the AET team's Project Manager (Kenny Chao/AET) and Deputy Project Manager (Doug Smith/HDR) is fifty-nine (59) years.

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.

The Southern California Association of Governments (SCAG), as part of their Go Human Campaign - Planning for Safer Streets initiative, identified traffic signal improvements as one of the critical areas to pursue grant funding to enhance Active Transportation. The Baker-Placentia-Victoria and 19<sup>th</sup> Street Traffic Signal Synchronization Project reflects a comprehensive plan to achieve this goal with the following significant improvements:

**New Countdown Pedestrian Heads**

An important mechanism to enhance pedestrian and bicyclist safety is the use of countdown pedestrian heads at signalized intersections. Pedestrian countdown signals consist of a standard pedestrian signal head, with an added display showing a countdown of the remaining crossing time providing vital information to pedestrians. As a result of this grant, ten (10) new additional countdown pedestrian heads will be installed at several intersections along the project corridors that currently do not have such devices. This will enable all of the signals along these corridors to have countdown pedestrian heads. The following ten (10) intersections will have new countdown pedestrian heads for the first time ever under this project:

- Baker Street/Red Hill Avenue
- Baker Street/Coolidge Avenue
- Baker Street/Fairview Road
- Baker Street/College Avenue
- Baker Street/Royal Palm Drive
- Placentia Avenue/Wilson Street
- Placentia Avenue/18th Street
- Victoria Street/Newport Boulevard NB
- Victoria Street/Newport Boulevard SB
- Victoria Street/American Avenue

### **New Leading Pedestrian Intervals (LPI's)**

This project will implement leading pedestrian intervals (LPI's) at 16 locations. An LPI provides pedestrians a three to seven second head start into the crosswalk in advance of the corresponding green phase for vehicles in the same direction of travel. This will increase the visibility of pedestrians crossing, thereby enhancing pedestrian safety. The following sixteen (16) locations will have LPI's implemented for the first time ever with up to ten (10) more locations to be identified and added during the project study:

- Baker Street/Babb Street
- Baker Street/Mendoza Street
- Baker Street/Coolidge Avenue
- Placentia Avenue/Fairview Park
- Placentia Avenue/Estancia North
- Placentia Avenue/Estancia South
- Placentia Avenue/Wilson Street
- Placentia Avenue/West 19th Street
- Placentia Avenue/West 18th Street
- Placentia Avenue /West 17th Street
- Placentia Avenue /West 16th Street
- Victoria Street/Harbor Boulevard
- Victoria Street/American Avenue
- West 19th Street/Meyer Place
- West 19th Street/Anaheim Avenue
- West 19th Street/Park Avenue

Currently the City only has only one location with an LPI on these corridors. The project will add 16 more LPIs in the locations identified above, plus an additional ten (10) locations yet to be identified, bringing the total number of Leading Pedestrian Interval intersections from only 1 currently to 27 locations, the highest number ever, along these corridors.

### **New Audible Pedestrian Push Buttons**

Another enhancement to the City's Active Transportation efforts is the installation of audible pedestrian push buttons. This will aid visually impaired persons using crosswalks at signalized intersections by providing audible interpretation of pedestrian indications. The following six (6) locations along West 19<sup>th</sup> Street near the Senior Center and senior housing will have audible pedestrian push buttons thereby promoting safer crossings for all pedestrians including the visually impaired:

- Placentia Avenue/19th Street
- West 19th Street/Pomona Avenue
- West 19th Street/Meyer Place
- West 19th Street/Anaheim Avenue
- West 19th Street/Park Avenue
- West 19th Street/Harbor Boulevard

### **New Video Detection Cameras**

This grant project also includes the purchase and installation of video detection cameras at signalized intersections specifically designed and engineered to detect bicycles. There are limitations with current bicycle detection using in-pavement loops, which can only detect bicycles with heavy metal and positioned on a bicycle loop. The new video detection equipment will enable all bicycles to be detected in through lanes, left-turn lanes, bicycle lanes, and bicycle boxes. This is a significant enhancement to the City's active transportation infrastructure and network.

After installation, when a bicycle is detected, the appropriate green time will be extended to allow for safe movement of that bicycle through the intersection. In addition, video detection cameras can detect a bicyclist approaching an intersection during a green phase and extend the green phase for a bicyclist to fully clear that intersection.

The following nineteen (19) locations will have new video detection added:

- Baker Street/Bear Street
- Baker Street/Mendoza Drive
- Baker Street/Harbor Boulevard
- Placentia Avenue/Adams Avenue
- Placentia Avenue/Estancia North
- Placentia Avenue/Wilson Street
- Placentia Avenue/Victoria Street
- Placentia Avenue/19th Street
- Placentia Avenue/17th Street
- Victoria Street/Newport Boulevard NB
- Victoria Street/Newport Boulevard SB
- Victoria Street/Harbor Boulevard
- Victoria Street/National Avenue
- Victoria Street/American Avenue
- Victoria Street/Canyon Drive
- Victoria Street/Valley Road
- 19th Street/Meyer Place
- 19th Street/Anaheim Avenue
- 19th Street/Harbor Boulevard

In addition to the aforementioned Active Transportation enhancements and features, the benefits of this signal synchronization project also include:

- Reduction of greenhouse gases as the number of vehicles are reduced that decelerate, stop, idle, and accelerate;
- Accommodate all transportation user needs of traffic signals efficiently and safely including pedestrians, bicycles, and vehicles;
- Provide for orderly movement of vehicles along corridors by timing the traffic signals to reduce speeding. For most streets, better coordination is achieved at a speed that is considerably below the speed limit;
- Reduces queueing and backing up of traffic, especially at closely-spaced signals; and
- Provides for efficient movement of public safety vehicles, including emergency services.

The City uses grant funds from OCTA's Measure M2 competitive traffic signal synchronization program to make improvements that benefit Active Transportation in the City. The City's signals along the subject corridors are already coordinated. However, signal timing adjustments will need to be made as part of this project to accommodate longer pedestrian and bicycle crossing durations to further promote safe walking and biking throughout the City. This project also enables the City to procure and implement several of the Active Transportation measures identified by the Bikeway and Walkability Committee, as well as the draft Pedestrian Master Plan and draft Local Road Safety Plan. Please see Attachment 2 for a detailed listing of the specific elements of each plan that this project addresses in achieving the City's Active Transportation goals. Following the completion of this project, **there will be a reduction of overall green time allocated for vehicles and an increase in the green time allocated for pedestrians and bicycles.**

#### **ALTERNATIVES:**

An alternative is to reject this project. This would entail the return of \$1.77 million in OCTA grant funding awarded to the City under a competitive process. Such an action could also jeopardize future funding opportunities through OCTA and Cal TRANS. As the City Council has encouraged staff to pursue additional grant opportunities to support its Active Transportation efforts and infrastructure, this alternative is not recommended.

**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 - \$200,000), Fund 214 (Traffic Impact Fee Fund - \$243,000), and Fund 415 (Measure "M2" Regional Fund - \$1,773,000) competitive OCTA grant award.

**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.
- Maintain and enhance the City's facilities, equipment and technology.
- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Staff recommends the City Council:

1. Accept OCTA competitive grant award of \$1.77 million and 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), including a local match requirement of \$443,000, 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 1st day of March, 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 28, 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

\_\_\_\_\_  
[Name and Title]

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

**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 (2<sup>nd</sup> 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 (85<sup>th</sup> 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.

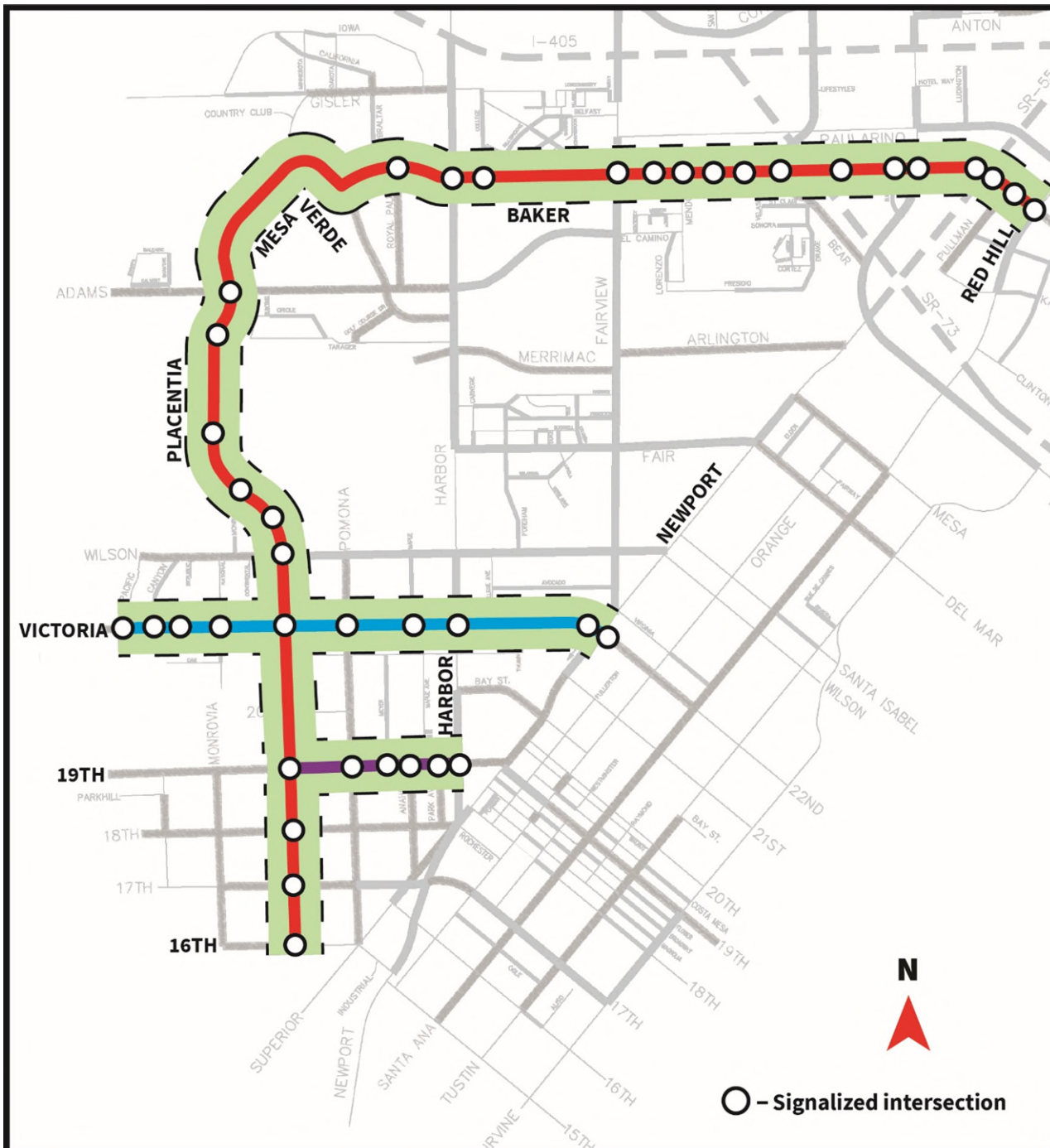
#### **c. O&M Final Memorandum**

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 <sup>th</sup> Street
23	Placentia Avenue	W 18 <sup>th</sup> Street
24	Placentia Avenue	W 17 <sup>th</sup> Street
25	Placentia Avenue	W 16 <sup>th</sup> 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 <sup>th</sup> Street	Pomona Avenue
36	W 19 <sup>th</sup> Street	Meyer Place
37	W 19 <sup>th</sup> Street	Anaheim Avenue
38	W 19 <sup>th</sup> Street	Park Avenue
39	W 19 <sup>th</sup> 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, 4<sup>th</sup> 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-19<sup>th</sup> 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.

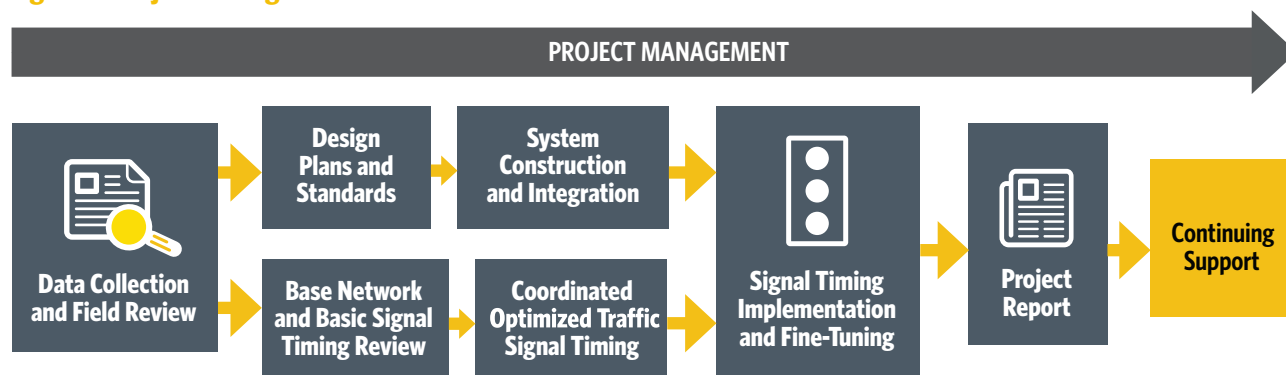
In addition to the technical capabilities of the AET team, we have also included the following subconsultant teaming partners to bolster our ability to provide the right expertise and depth of resources necessary to provide services for this contract. Although there is not a specific Small Business Enterprise (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) <b>SBE</b>	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](mailto: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: <a href="mailto:upham@aetandassociates.com">upham@aetandassociates.com</a>
PROPOSAL CONTACT	Kenny Chao, Principal 18340 Yorba Linda Blvd., Ste 107, Yorba Linda, CA 92886 p: 714.982.0398   m: 424.392.9188 e: <a href="mailto:kchao@aetandassociates.com">kchao@aetandassociates.com</a>

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-19<sup>th</sup> 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.

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. 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.

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 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.

### 19<sup>TH</sup> 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 85<sup>th</sup> 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 CentraCS 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 CentraCS 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.

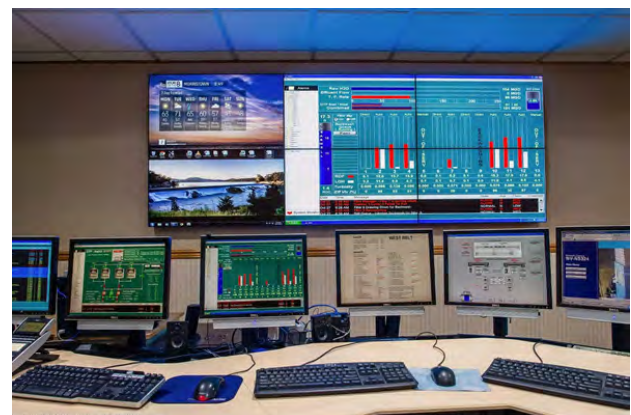
### Task 3 Control Center and Vendor Site Visits

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 3<sup>rd</sup> 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

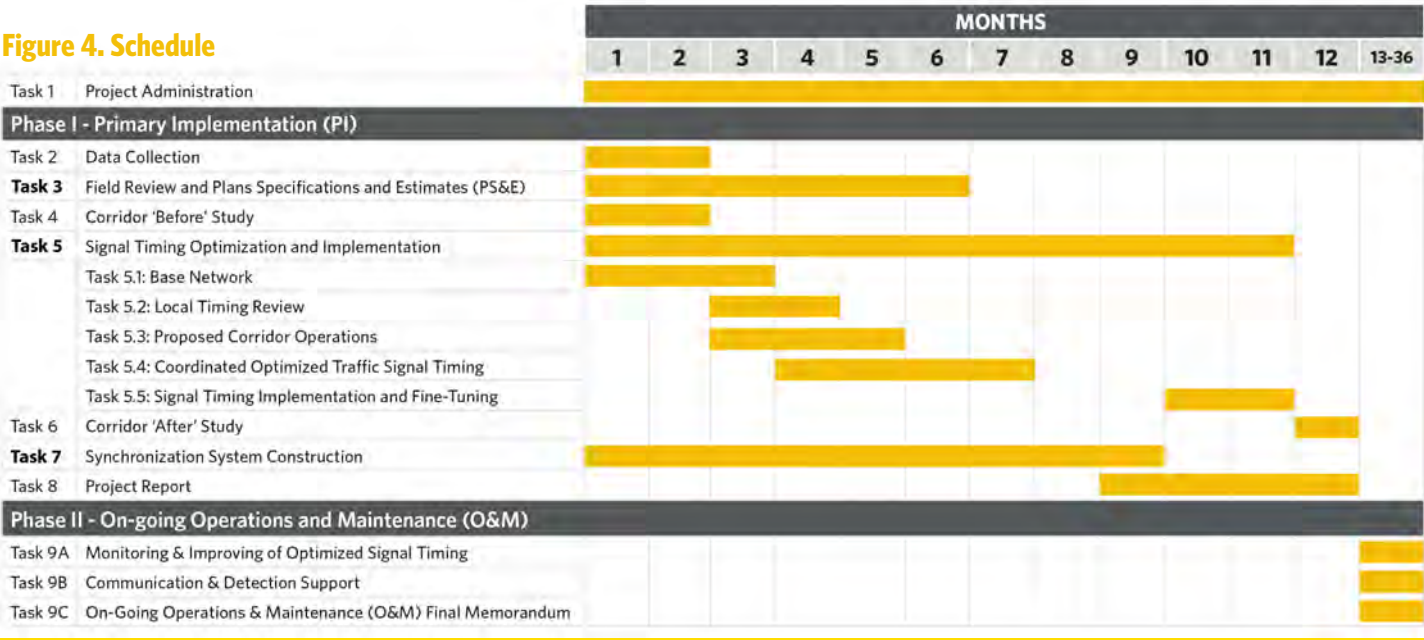
Based on the Scope of Work provided in the RFP, we have provided a detailed list of required activities and the staff members responsible to successfully carry out these tasks, as summarized in Table 3 Sequence of Activities and Responsible Staff to the right.

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"><li>Synchro Base Network</li><li>Excel Files of Existing Pedestrian and Vehicles Clearance Intervals</li><li>Proposed Corridor Operations Memorandum</li><li>Signal Timing Optimization and Implementation Memorandum, Final Synchro Files</li><li>Updated Signal Timing Plans</li></ul>	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

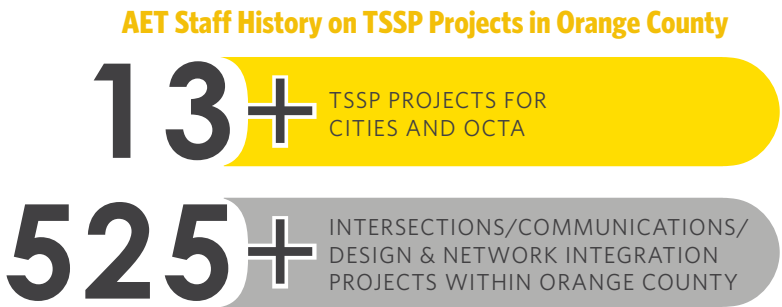
As transportation professionals, you care about what you create and want it to improve mobility, enhance safety, and create economic vitality. We use our experience and broad expertise to help you accomplish your vision. Table 4 and the project descriptions that follow have been selected to highlight 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

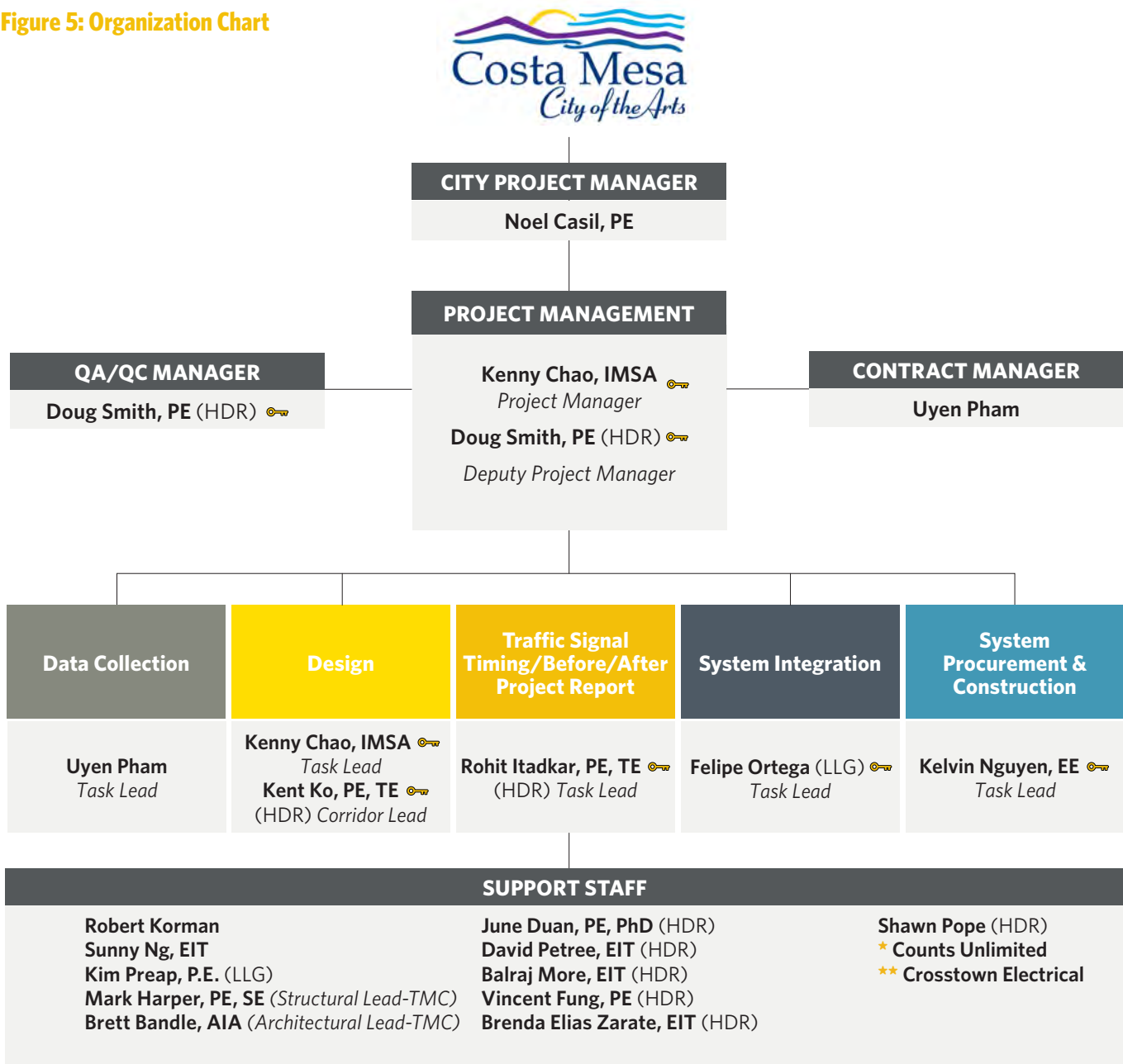
As mentioned above, Kenny Chao, IMSA, will serve as Proposed Project Manager. He will lead our team and serve as your primary point of contact. Kenny's full resume is included in the Resumes Section of the proposal.

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
<b>Kenny Chao, IMSA</b> PM & Design Lead	Oversee contract and manage schedule, scope and budget and design task leader.	<ul style="list-style-type: none"><li>OCTA TSSP, Goldenwest Street, Orange County, CA</li><li>OCTA TSSP, State College Boulevard Orange County, CA</li><li>OCTA TSSP, Westminster/17th Street, Orange County, CA</li><li>OCTA TSSP, Magnolia Street, Orange County, CA</li><li>Anaheim Boulevard Traffic Signal Synchronization Project, Anaheim, CA</li></ul>
<b>Doug Smith, PE (HDR)</b> Deputy PM & QA/QC Manager	Support schedule, scope and budget.	<ul style="list-style-type: none"><li>MTC/City of Fremont, Program for Arterial System Synchronization (PASS Project)</li><li>OCPW, OC Loop Pedestrian and Bikeway Improvements</li><li>City of Irvine, Culver Drive Traffic Signal System and Communications Design Project</li><li>City of Santa Clarita ITMS/TSI PS&amp;E Project</li><li>Metro, TSM Program Evaluation Project</li></ul>
<b>Rohit Itadkar, PE, TE (HDR)</b> Signal Timing Lead	Signal timing task leader.	<ul style="list-style-type: none"><li>Westminster/17th Street TSSP, Orange County, CA</li><li>Anaheim Boulevard TSSP, Anaheim, CA</li><li>State College Boulevard TSSP, Orange County, CA</li><li>OCTA TSSP, Goldenwest Street, Orange County, CA</li></ul>
<b>Kent Ko, PE, TE (HDR)</b> Corridor Design Task Lead	One corridor PS&E.	<ul style="list-style-type: none"><li>Los Angeles World Airports (LAWA), Traffic Design for Automated People Mover (APM) Landside Access Modernization Program</li><li>City of Los Angeles, On-Call Engineering, Traffic Signal Improvements Project</li><li>County of Los Angeles, Inglewood Avenue, Amar Road, Carson Street, &amp; Normandie Avenue Traffic Signal Improvements Project</li></ul>
<b>Felipe Ortega (LLG)</b> System Integration Lead	System integration, TMC improvements and coordination with city staff.	<ul style="list-style-type: none"><li>Adams RTSSP, Costa Mesa, CA</li><li>Sunflower RTSSP, Costa Mesa, CA</li><li>Placentia-Baker RTSSP, Costa Mesa, CA</li><li>Bear RTSSP, Costa Mesa, CA</li><li>Imperial HWY RTSSP, Orange County, CA</li></ul>
<b>Kelvin Nguyen, EE</b> 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/17<sup>th</sup> 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-17<sup>th</sup> 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-17<sup>th</sup> 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:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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;

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

**City Plans:**

Pedestrian Master Plan (PMP)  
Active Transportation Plan (ATP)  
Local Road Safety Plan (LRSP)

Treatment	PMP	ATP	LRSP
Leading Pedestrian Intervals (LPI)	Chapter 4.4, B18, Page 87 Chapter 4.5, 19th Street, Page 99 Chapter 4.5, Baker Street, Page 101		Executive Summary, Countermeasure Toolbox, (5/81) Chapter 9.3, Table 6, Page 35, (43/81) Appendix A, Case Study Victoria & Pomona, (59/81)
Accessible Pedestrian Signal (Audible Push Buttons)	Chapter 4.4, B15, Page 85		
Countdown Heads	Chapter 4.4, B13, Page 83 Chapter 4.5, 19th Street, Page 99 Chapter 4.5, Baker Street, Page 101		
Video Detection		Chapter 4, Table 4.3, Page 38: Inability in existing vehicle detection equipment to detect bikes. Chapter 5, Goal 2.0, Page 54: issue of inoperable bicycle detection loops (is video detection easier to maintain/determine when maintenance is needed?).	Dilemma zone detection, does not specify auto or bike: Executive Summary, Countermeasure Toolbox (5/81) Chapter 9.3, Table 6, Page 35, (43/81) Appendix A, Case Study Victoria & Pomona, (59/81)
Other potential references	PMP	ATP	LRSP
Improve ped crossing times on 19th Street	Chapter 4.5, 19th Street, Page 99 Chapter 4.5, Baker Street, Page 101		
Improve ped crossing times on Baker Street			
Decrease excessive traffic volumes/Separation between vehicles and pedestrians	Chapter 4.4, D1, Page 97		
Dedicated bike phase (extended green?)		Chapter 3, Page 22	
Reduction of conflict points (LPI?)		Chapter 5, Goal 2.0, Page 53	
Incorporate bike/ped facilities into CIP, where appropriate to maximize leveraging of funds		Chapter 5, Goal 3.0, Page 55	
Integration of pedestrian-oriented improvements and amenities within the circulation system to improve walkability		Chapter 3, Page 29	
Victoria Street and Pomona Ave			Appendix A, Case Study Victoria & Pomona, (58/81), signal timing will be updated in TSSP
Baker Street (Bear Street to Century)			N/A
Improve Signal Timing Citywide			Executive Summary, Countermeasure Toolbox, (5/81)
Continue to use best practices for pedestrian crossings at high pedestrian traffic areas			Executive Summary, Countermeasure Toolbox, (7/81)

## ATTACHMENT 3

### Baker-Placentia-Victoria-19<sup>th</sup> Street Corridor

