



## City of Costa Mesa

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

#### Agenda

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Tuesday, July 19, 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"**  
**4:00 P.M. Closed Session**

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

You may participate via the following options:

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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).

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- Select “Join Audio via Computer.”
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- 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.

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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 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. Note, Closed Captioning is available via the Zoom application. 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).

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

CALL TO ORDER

ROLL CALL

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

**CLOSED SESSION ITEMS:**

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Katherine Sherouse individually and doing business as Camp Lila v. City of Costa Mesa, et al., United States District Court, Central District of California, Civil Action No. 8:22-cv-00756-JVS-ADSx
2. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6 (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).
3. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to California Government Code Section 54957.6 (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Police Association (CMPA).

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

**JULY 19, 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**

Led by Mariachi Juvenil Herencia Michoacana

**MOMENT OF SOLEMN EXPRESSION**

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

Pastor Christine Wallington, Seventh Day Adventist Church

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS:**

1. [Presentation: Orange County Mosquito & Vector Control District](#) [22-807](#)

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2. [Proclamation: Parks Make Life Better!](#)

[22-790](#)

**Attachments:** [Proclamation - Parks Make Life Better](#)

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

**REPORT – CITY MANAGER**

**REPORT – CITY ATTORNEY**

**CONSENT CALENDAR (Items 1-16)**

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 22-737 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.

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2. **READING FOLDER** **22-805**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Christina Boika-Sokolsky, Handy Industrial, Jason Jones, James Painter, Victor Rubio, Leslie Shaw, State Farm Auto Insurance Co. (Becker, Robert), Jayden Whittemore, Alma Zavala Cruz.

3. **ADOPTION OF WARRANT RESOLUTION** **22-814**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2683

**Attachments:** [1. Week of 6.13.22 Summary Check Register](#)  
[2. Week of 6.20.22 Summary Check Register](#)  
[3. Week of 6.27.22 Summary Check Register](#)  
[4. Week of 7.04.22 Summary Check Register](#)

4. **MINUTES** **22-806**

RECOMMENDATION:

City Council approve the Minutes of the Regular meetings of June 7, 2022 and June 21, 2022.

**Attachments:** [1. 06-07-2022 Draft Minutes](#)  
[2. 06-21-2022 Draft Minutes](#)

5. **ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC**

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

1. 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
2. Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

**Attachments:** 1. Draft Resolution No. 2022-xx

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

RECOMMENDATION:

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

**Attachments:** 1. Strategic Objectives - Update - July 2022

7. **DESIGNATION OF VOTING DELEGATE FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

RECOMMENDATION:

Staff recommends the City Council:

Designate Mayor Pro Tem Marr as Costa Mesa's voting delegate for the 2022 League of California Cities Annual Conference.

**Attachments:** 1. Voting Delegate Form

8. **[TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND 22-810 DISTRICT AGRICULTURAL ASSOCIATION](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center ("OCFEC").
3. Authorize the City Manager and the City Clerk to execute the agreements.
4. Authorize the City Manager and the City Clerk to execute any amendments to the agreements, including, but not limited to, amendments increasing the maximum compensation to be paid to the City.

**Attachments:** [1. 2022 City of Costa Mesa - OC Fair](#)  
[2. 2022 City of Costa Mesa Year Round](#)  
[3. 2022 Rate Determination](#)

9. [ADOPTION OF AN ORDINANCE REVISING CHAPTER III OF TITLE 12 22-788 REGARDING THE PARKS, ARTS AND COMMUNITY SERVICES COMMISSION TO REMOVE ARTS FUNCTIONS, AND ADOPTION OF AN ORDINANCE ADDING CHAPTER IV OF TITLE 12 ESTABLISHING AN ARTS COMMISSION](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Give second reading to and adopt Ordinance No. 2022-05, to revise Chapter III of Title 12 regarding the Parks, Arts and Community Services Commission to remove Arts Functions (Attachment 1).
2. Give second reading to and adopt Ordinance No. 2022-06, to adopt Chapter IV of Title 12 establishing an Arts Commission (Attachment 2).

**Attachments:** [1. ORDINANCE No. 2022-05 Draft PACS Commission](#)  
[2. ORDINANCE No. 2022-06 Draft ARTS Commission](#)  
[3. First reading of PACS from 6/21/22 Report Redlined](#)  
[4. First reading of Arts Commission Reading from 6/21/22 Report Redlined](#)



10. [AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT 22-792  
WITH GLENN LUKOS ASSOCIATES FOR THE VERNAL POOLS 5, 6  
AND 7 RESTORATION PROJECT AT FAIRVIEW PARK](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 1 to the Professional Services Agreement with Glenn Lukos Associates, Inc. increasing the total compensation by \$148,731 for vernal pools restoration and biological monitoring services for the Vernal Pools 5, 6 and 7 Restoration Project at Fairview Park, in a form to be approved by the City Attorney.
2. Authorize a ten (10) percent contingency, if needed, in the amount of \$14,870.
3. Authorize the City Manager and the City Clerk to execute Amendment No. 1 and future amendments to the agreement within City Council authorized limits.

**Attachments:** [1. Resolution 17-52](#)  
[2. HCF Grant Award Letter](#)  
[3. Vernal Pools Restoration Plan, 6-8-2018](#)  
[4. USFWS Permit TE-87580B-0](#)  
[5. Vernal Pools 5, 6, 7 Map](#)  
[6. HCF Grant Acceptance, Excerpt of 4-16-19 Minutes](#)

11. [ACCEPTANCE OF THE DOWNTOWN AQUATIC CENTER POOL 22-786 REPLASTER PROJECT, CITY PROJECT NO. 21-08](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by California Waters Development, Inc., 23311 E. La Palma Avenue, Yorba Linda, CA 92887, for the Downtown Aquatic Center Pool Replaster Project, City Project No. 21-08, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

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

12. [ACCEPTANCE OF THE CITYWIDE STREET REHABILITATION 22-793 PROJECT - MAINTENANCE ZONES 6 AND 7, CITY PROJECT NO. 20-18](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by R.J. Noble Company, Inc. ("R.J. Noble"), for the Citywide Street Rehabilitation Project - Maintenance Zones 6 and 7, City Project No. 20-18, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

**Attachments:** [1. Location Map \(As Built\)](#)  
[2. Final Cost Summary](#)

13. [POLICE DEPARTMENT RANGE REMODEL AND UPGRADES 22-794 PROJECT, CITY PROJECT NO. 22-03](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03.
2. Accept the bid withdrawal of SS+K Construction, Inc., 21437 Rios Street, Woodland Hills, CA 91367.
3. Reject the bid submitted by AG Construction, Inc., 18960 Ventura Boulevard, Suite 211, Tarzana, CA 91356 as non-responsive.
4. Reject the bid submitted by Newman Midland Corporation, 1355 Redondo Avenue, Suite 12, Long Beach, CA 90804 as non-responsive.
5. Award a Public Works Agreement (PWA) to Kazoni Construction, Inc., 150 Paularino Avenue, Costa Mesa, CA 92626 in the amount of \$1,931,077.
6. Authorize an additional ten percent (10%) contingency in the amount of \$193,108 as needed for any unforeseen costs related to this project.
7. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.
8. Approve Amendment No. 2 to Gillis & Panichapan Architects (GPa) in order to authorize an additional \$89,000 for construction administration staff support for the Police Department Range Remodel and Upgrades Project.
9. Authorize the City Manager and City Clerk to execute Amendment No. 2 to the original Professional Services Agreement (PSA) for GPa and future amendments to the PSA within Council authorized limits.
10. Authorize the appropriation of \$248,550 from the Capital Improvement Fund (401) Fund Balance for the Police Department Range Remodel and Upgrades Project.

**Attachments:** [1. Bid Abstract](#)

[2. SS+K Construction Inc. - Bid Withdrawal Request](#)

[3. Bid Protest Letters](#)

[4. Bid Protests and Corresponding Responses](#)

[5. GPa Construction Administration Proposal](#)

14. [ORANGE COUNTY TRANSPORTATION AUTHORITY TIER 1 GRANT 22-803 PROGRAM FOR 2022 CONNECTOR PIPE SCREEN INSTALLATION PROJECT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt proposed Resolution No. 2022-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program, Tier 1 Grant for the 2022 Connector Pipe Screen Installation Project.
2. Authorize the Public Work Director as the City's representative.
3. If approved, authorize the following appropriations as assigned:
  - a. Revenue and Expense appropriations respectively, each in the amount of \$160,000 for the OCTA Environmental Cleanup Program; and
  - b. Revenue and Expense appropriations respectively, each in the amount of \$40,000 from the Drainage Fees Fund as required matching funds by the grant for a total project cost of \$200,000.

**Attachments:** [1. Proposed Resolution 2022-xx](#)

15. [A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RATIFYING REGULATION NO. 8 ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES REVISING REGULATION NOS. 5 AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS; AND](#)

[A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING REGULATION NOS. 5 AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Resolution No. 2022-xx, ratifying Regulation No. 8 issued by the City Manager as Director of Emergency Services revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions during the operation of the Orange County Fair, from July 15, 2022 through August 14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking permit program.
2. Adopt Resolution No. 2022-xx, revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions in residential neighborhoods to allow enforcement of the parking prohibitions related to street sweeping during posted hours.

**Attachments:** [1. Regulation No. 8](#)  
[2. Resolution ratifying Regulation No. 8](#)  
[3. Resolution modifying Regulation Nos. 5 & 7](#)

16. [APPROVAL OF RESOLUTION ADDING THE FINANCE MANAGER 22-767  
CLASSIFICATION AND SALARY RANGE](#)

RECOMMENDATION:

Staff recommends the City Council:

Approve a reclassification of the existing full-time equivalent Senior Management Analyst position (Confidential) to one full-time equivalent Finance Manager, in the Costa Mesa Confidential Management Unit (Confidential Management), and corresponding proposed Resolution No. 22-39 (Attachment 1), amending Resolution No. 22-xx by establishing a new classification in the Confidential Management Unit and establishing the pay range.

**Attachments:** [1. Resolution 2022-xx - Confidential Management - Finance Manager](#)

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

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

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**PUBLIC HEARINGS:**

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

1. [\*\*SECOND READING AND ADOPTION OF AN ORDINANCE TO 22-800 APPROVE CODE AMENDMENT CO-2022-XX, AMENDING PORTIONS OF TITLE 10 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO PARKING BY PERMIT ONLY AND TO AUTHORIZE RELATED FEES\*\*](#)

**RECOMMENDATION:**

Staff recommends the City Council:

1. Give second reading to and adopt Ordinance No. 2022-04, to approve Code Amendment CO-2022-xx, amending portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees.
2. Approve revisions to Residential Permit Parking Program Guidelines and Policies.
3. Approve proposed Resolution No. 2022-xx to establish annual residential permit parking fees.

**Attachments:** [1. Proposed Ordinance](#)  
[2. Revised RPP Guidelines and Policies](#)  
[3. Proposed Resolution](#)  
[4. Residential Parking Permit Fee](#)

2. **[APPROVE CERTIFICATION OF SPECIAL ASSESSMENTS FOR THE 22-801 COLLECTION OF DELINQUENT CIVIL CITATIONS FOR MUNICIPAL CODE VIOLATIONS](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Conduct a Public Hearing.
2. Adopt the attached resolution approving the certification of special assessments for delinquent civil fines for municipal code violations in relation to unlicensed illicit cannabis and other municipal code violations.

**Attachments:** [1. Special Assessment Resolution](#)  
[2. Delinquent Cannabis Citations](#)  
[3. Delinquent CUP Citations](#)  
[4. Delinquent Building Permit Citations](#)

3. **[AN ORDINANCE TO ADOPT AN EQUIPMENT USE POLICY 22-809 GOVERNING THE USE OF SPECIFIED EQUIPMENT PURSUANT TO CALIFORNIA ASSEMBLY BILL \(AB\) 481.](#)**

RECOMMENDATION:

Staff recommends the City Council to:

1. Hold a public hearing and introduce and give first reading to an Ordinance approving an amended AB 481 Equipment Use Policy.
2. Authorize the City Manager, or her designee, to work with the City Attorney's Office to execute any and all documents necessary to acquire and finance/purchase a new armored rescue vehicle for the Police Department approved in the FY 2022-23 Budget.

**Attachments:** [1. AB 481 Ordinance](#)  
[2. Proposed AB 481 Equipment Use Policy](#)  
[3. AB 481 Inventory List](#)

**OLD BUSINESS:**

NONE.



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**NEW BUSINESS:**

1. [COMMITMENT OF \\$1,500,000 OF HOME INVESTMENT 22-791 PARTNERSHIP FUNDS TO COMMUNITY DEVELOPMENT PARTNERS FOR THE MOTEL 6 HOUSING PROJECT LOCATED AT 2274 NEWPORT BOULEVARD](#)

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the allocation and appropriation of \$1,500,000 in HOME Investment Partnerships Program Funds (HOME) fund balance or American Rescue Plan Act funds (ARPA) for the Motel 6 Housing Project, contingent upon the completion of environmental review and a HOME Subsidy Layering Review.
2. Authorize the City Manager to execute a commitment letter with Community Development Partners ("CDP") for \$1,500,000 for the Motel 6 housing project.

**Attachments:** [1. Homekey ARP commitment letter](#)

2. [APPROVAL OF A CITY BALLOT INITIATIVE ENTITLED “THE CITY 22-817 OF COSTA MESA REVITALIZATION AND RESIDENTIAL NEIGHBORHOODS PROTECTION MEASURE”](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed ballot initiative (Attachment 2) entitled “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure”; and
2. Provide direction on whether to place the proposed initiative on the November 8, 2022 ballot by adoption of the following resolutions:
  - a. Adopt Resolution 2022-xx (Attachment 1): Ordering the submission to the qualified electors of the City of Costa Mesa “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure” at the General Election to be held on Tuesday November 8, 2022, as called by Resolution No. 2022-27.
  - b. Adopt Resolution 2022-xx: Authorizing written arguments for or against the proposed initiative “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure”, setting priorities for filing written arguments, determining the authors of the written arguments, and directing the City Attorney to prepare an impartial analysis (Attachment 4); and
  - c. Adopt Resolution 2022-xx: Authorizing the filing of rebuttal arguments for “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure” (Attachment 5); and
  - d. Adopt Resolution 2022-XX: Authorizing the filing of a Notice of Exemption pursuant to the provisions of the California Environmental Quality Act (Attachment 6).

**Attachments:** [1. Resolution - Ballot Measure 2022](#)

[2. Attachment A - Measure Language to Resolution](#)

[3. Exhibit A - Map](#)

[4. Resolution - Authorize Arguments and Impartial Analysis  
Ballot Measure 2022](#)

[5. Resolution - Rebuttals Ballot Measure](#)

[6. Resolution - CEQA 2022](#)

**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 #:** 22-807

**Meeting Date:** 7/19/2022

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**TITLE:**

Presentation: Orange County Mosquito & Vector Control District

**DEPARTMENT:** Parks and Community Services Department



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-790

**Meeting Date:** 7/19/2022

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**TITLE:**

Proclamation: Parks Make Life Better!

**DEPARTMENT:**

Parks and Community Services Department



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS**, Parks and Recreation promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and

**WHEREAS**, Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, offering events for resident's engagement; and

**WHEREAS**, Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond; and

**WHEREAS**, Parks and Recreation foster social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

**WHEREAS**, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

**WHEREAS**, Parks and Recreation strengthen community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

**WHEREAS**, Parks and Recreation facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

**WHEREAS**, Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

**WHEREAS**, Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and





# **P** CITY OF COSTA MESA, CALIFORNIA **Proclamation**

**WHEREAS**, Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

**WHEREAS**, The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.

**NOW, THEREFORE, I**, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the month of July 2022 as **Parks and Recreation Month** and recognize the importance of access to local parks, trails, open spaces, and facilities for the health, wellness, development, inspiration, and safety of all Costa Mesa residents.

**DATED** this 19<sup>th</sup> day of July 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 #:** 22-737

**Meeting Date:** 7/19/2022

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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 #:** 22-805

**Meeting Date:** 7/19/2022

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**TITLE:**

**READING FOLDER**

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

**RECOMMENDATION:**

City Council receive and file Claims received by the City Clerk: Christina Boika-Sokolsky, Handy Industrial, Jason Jones, James Painter, Victor Rubio, Leslie Shaw, State Farm Auto Insurance Co. (Becker, Robert), Jayden Whittemore, Alma Zavala Cruz.





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-814

**Meeting Date:** 7/19/2022

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**TITLE:**

ADOPTION OF WARRANT RESOLUTION

**DEPARTMENT:** Finance Department

**PRESENTED BY:** Carol Molina, Finance Director

**CONTACT INFORMATION:** Carol Molina at (714) 754-5243

**RECOMMENDATION:**

City Council approve Warrant Resolution No. 2683

**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. 22-13 On Cycle for \$ 2,876,916.87; 22-12 "A" for \$-34,002.22 and 22-14 On Cycle for \$ 3,065,224.07 and City operating expenses for \$ 4,748,421.58

Bank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237846	06/14/22	P	Newport Mesa Unified School District	0000003339	54,874.32
		<i>Line Description:</i> Developer Fee-Feb 2022 Development Fee-Oct 2021 Developer Fee-Nov 2021 Development Fee-Dec 2021 Developer Fee-Jan 2022			
0237847	06/14/22	P	Department of Conservation	0000001530	14,153.55
		<i>Line Description:</i> SMIP Fee Collected Jul-Sep 21 SMIP Fee Collected Oct-Dec 21			
0237848	06/14/22	P	Jenne Smolensky	0000029693	120.00
		<i>Line Description:</i> Refund Rec Dep 2007155.002			
<b>TOTAL</b>					<b>\$69,147.87</b>

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0 \* \*

69,147.87 +

625,947.97 +

313,488.05 +

003

1,008,583.89 \*

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237849	06/17/22	P	All American Asphalt	0000000971	82,646.20
			Line Description: Retention Payable Proj #470001 St Imprv Proj #21-07/#470001		
0237850	06/17/22	P	Bound Tree Medical LLC	0000011695	18,344.38
			Line Description: EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0237851	06/17/22	P	Care Ambulance Service Inc	0000019807	78,570.00
			Line Description: Surge Unit Charge-May 2022 Ambulance Svc 5/16-5/31/22 Surge Unit Charge-Mar 2022		
0237852	06/17/22	P	Hinderliter De Llamas & Associates	0000002537	40,770.00
			Line Description: Cannabis Management Program Cannabis Managment Program		
0237853	06/17/22	P	Jones & Mayer	0000014653	21,456.87
			Line Description: #109801-Garten #109811-Sauer #109806-Moyer #109794-Camp #109804-Lawson #109803-Insight Psychology #109792-440 Fair/1179 NP #109793-Bernede #109796-Carrera		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #109797-Clifton #109800--Duncan #109805-Leamann #109812-Schafer #109795-Carranza #109798-Corralex #109813-Shalhoub #109799-Donaldson #109807-NMUSD CEQA #109808-Ohio House #109810-Redhill Lokat \$109802-H3 Ministries #109809-RD X Catalyst #109814-Socal Recovery		
0237854	06/17/22	P	OakWest Services Inc	0000029497	43,360.00
			<i>Line Description:</i> Replace Dilapidated Picnic She		
0237855	06/17/22	P	Siemens Industry Inc	0000002904	24,763.34
			<i>Line Description:</i> 4th Floor Duct Heaters PD-Boiler Installation		
0237856	06/17/22	P	Southern California Edison Company	0000004088	23,750.95
			<i>Line Description:</i> Davis Field 4/29-5/30/22 2301 Harbor 4/26-5/24/22 3349 Sakioka 4/27-5/25/22 3351 Sakioka 4/27-5/25/22 348 E 17th St 4/27-5/25/22 Park Maint 5/1-5/31/22 1190 Placentia 5/6-6/6/22 970 Arlington 5/4-6/2/22 2293 Canyon 5/9-6/7/22 2590 Placentia 5/9-6/7/22 1587 Sunflower 5/10-6/8/22 BCC 5/9-6/7/22 567 W 19th 5/6-6/7/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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*Line Description:* Sunflower/Plaza 5/1-5/31/22  
 2750 Fairview 5/4-6/2/22  
 2060 Harbor 2/25-3/24/20  
 Volcom Skate Pk 5/4-6/2/22  
 3129 Harbor 5/3-6/1/22  
 NCC 4/29-5/30/22  
 19rh/Npt 5/1-5/31/22  
 Joann St Bike 5/1-5/31/22  
 1624 Gisler 5/3-6/1/22  
 Tennis Cntr 5/4-6/3/22  
 1570 Adams 4/22-5/22/22  
 3120 Manistree 4/25-5/23/22  
 555 1/2 Paularino 4/25-5/23/22  
 680 Arlington 5/4-6/2/22  
 885 Junipero 5/4-6/2/22  
 DRC 5/2-5/31/22  
 702 Victoria 5/2-5/3/22  
 702 1/2 Victoria 5/2-5/3/22  
 SD Fwy On/Off 5/1-5/31/22  
 Npt Fwy/Baker 5/1-5/31/22  
 Baker/Royal Palm 5/1-5/31/22  
 1035 Park Crest 5/4-6/2/22  
 Sr Cntr 4/29-5/30/22

0237858	06/17/22	P	Time Warner Cable	0000011202	23,140.37
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*Line Description:* Internet Services Fire Sta#4  
 NCC Internet (New Bldg)  
 Internet Services for City Hal  
 Equipment Fees for PD Area 1-2  
 3175 Airway Ave B Ethernet  
 Internet Fiber Srvcs-Various L  
 Cable Srvs for City Hall  
 HVAC Alarm Basement City Hall  
 Internet Srvs for PD (Data)  
 Airway Ave B Internet Bridge S  
 Cable Srvs for Bridge Shelter  
 3175 Airway Ave B Internet  
 Internet for Senior Center

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Internet Services for City Hal		
0237859	06/17/22	P	Ware Disposal Inc	0000000255	54,214.62
			<i>Line Description:</i> Solid Waste-March 2022 BULKY ITEM COLLECTION SERVICES Solid Waste Collection Service BULKY ITEM COLLECTION SERVICES Solid Waste-May 2022 Solid Waste-February 2022		
0237860	06/17/22	P	ARC	0000022726	534.71
			<i>Line Description:</i> Vinyl Banners Door Hangers		
0237861	06/17/22	P	AT & T	0000001107	5,409.62
			<i>Line Description:</i> Local Usage Senior Center Fire Alarm Syste Fire Sta#1 Fire Alarm System Balearic Center Fax Senior Center Fire Alarm Syste Jack Hammett Sports Complex Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#5 Red Phone Fire Sta#6 Senior Center Elevator 2310 Placentia-Irrigation PRI Circuit Inbound Trunk Metro Net Fire Emergency Line DRC Fire Alarm PD DSL Line 800 Mh2 Radio Link Estancia Park WSS Alarm Lions Park Baseball Field		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sr. Center DSL Bldg Maint Use NCC Fire Alarm Lions Park Red Phone Fire Sta#2 Red Phone Fire Sta#3		
0237863	06/17/22	P	AT & T	0000001107	367.50
			<i>Line Description:</i> 911 Cama Trunks		
0237864	06/17/22	P	AT & T	0000001107	64.20
			<i>Line Description:</i> Internet Srvs for Fleet Srvs		
0237865	06/17/22	P	AT & T Mobility	0000001107	88.68
			<i>Line Description:</i> Comm Cell Phone 3/12-4/11/22		
0237866	06/17/22	P	Angel Auto Spa LLC	0000027465	2,695.13
			<i>Line Description:</i> City Car Wash-Apr 2022 CMPD Car Wash-Apr 2022		
0237867	06/17/22	P	Animal Pest Management Services Inc	0000001049	3,680.00
			<i>Line Description:</i> Weed Abatement Srvs May22		
0237868	06/17/22	P	Bruce Montgomery	0000029690	701.17
			<i>Line Description:</i> Refund Permit BC21-00638		
0237869	06/17/22	P	Buchalter A Professional Corporation	0000028918	850.50
			<i>Line Description:</i> Social Recovery		
0237870	06/17/22	P	Bureau Veritas North America Inc	0000016616	354.00
			<i>Line Description:</i> Plan Check Svc		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237871	06/17/22	P	CBE	0000015149	1,761.32
		<i>Line Description:</i> Copier Maint 2/5-3/4/22 Copier Maint 5/5-6/4/22 Copier Maint 3/5-4/4/22 Copier Maint 5/5-6/4/22 Copier Maint 5/5-6/4/22 Copier Maint 3/5-4/4/22 Copier Maint 2/4-3/4/22 Copier Maint 3/5-4/4/22 Copier Maint 2/5-3/4/22 Copier Maint 4/5-5/4/22			
0237872	06/17/22	P	CDW Government Inc	0000005402	1,070.22
		<i>Line Description:</i> Sales Tax RECYCLING FEE 4" TO LESS THAN Apple 11-inch iPad Pro Wi-Fi +			
0237873	06/17/22	P	California Forensic Phlebotomy Inc	0000001500	208.72
		<i>Line Description:</i> Blood Drawn Svc-Nov 2021			
0237874	06/17/22	P	Catherine Lynn Kazmark	0000029454	1,545.96
		<i>Line Description:</i> DESIGN SERVICES			
0237875	06/17/22	P	CoStar Realty Information Inc	0000024413	600.00
		<i>Line Description:</i> License Agreement			
0237876	06/17/22	P	County of Orange	0000007209	89.38
		<i>Line Description:</i> Communication Charge-Apr 22			
0237877	06/17/22	P	Crown Castle Fiber LLC	0000029550	1,000.00
		<i>Line Description:</i> Refund Permit PS21-01020			



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237878	06/17/22	P	Eco Luxury Detail	0000029442	275.00
			Line Description: Vehicle Paint Less Dent-#787		
0237879	06/17/22	P	Ecolab Pest Elimination	0000024420	1,255.75
			Line Description: Pest Control-May 2022		
0237880	06/17/22	P	Evelyn Carr	0000029694	129.00
			Line Description: Refund Rec Dep 2007147.002		
0237881	06/17/22	P	Extti Incorporated	0000010491	2,062.50
			Line Description: Investigation Consulting		
0237882	06/17/22	P	Factory Motor Parts Co	0000019977	958.18
			Line Description: Battery-Unit #326		
			Oil Filter Stock		
			Axle-Unit #531		
			Pump Assy-Unit #081		
			V Belt-Unit #081		
			Starter-Unit #151		
			Sensor-Unit #702		
			Hose-Unit #081		
0237883	06/17/22	P	Federal Technology Solutions Inc	0000024174	11,785.19
			Line Description: NETWORK DROP INSTALLATION		
0237884	06/17/22	P	Fuel Pros Inc	0000026476	700.00
			Line Description: FS #2 DO Inspection-May 2022		
			CY DO Inspection-May 2022		
			PD DO Inspection-May 2022		
			FS #6 DO Inspection-May 2022		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237885	06/17/22	P	GIT Satellite LLC	0000019742	62.48
			<i>Line Description:</i> Satellite Plan-May 2022		
0237886	06/17/22	P	Galls LLC	0000002297	6,174.30
			<i>Line Description:</i> Uniform-McMahon		
			Uniforms		
			Uniforms		
			Uniforms		
			Uniforms		
			Uniforms-LaPointe		
			Uniforms-Pay		
			Uniforms-Terajima		
			Uniforms-Tomassitti		
			Uniform-Peters		
			Uniform-Wadkins		
			Uniform-Santos		
			Uniform-McLina		
			Uniform-Ashby		
0237887	06/17/22	P	Grainger	0000002393	780.91
			<i>Line Description:</i> Clamp		
			Load Center		
			Fastner		
			Plugs		
0237888	06/17/22	P	Image Concepts	0000026883	574.68
			<i>Line Description:</i> Uniforms-City Clerk Office		
0237889	06/17/22	P	Interfinish Corporation	0000014766	5,925.00
			<i>Line Description:</i> CARPET INSTALLATION		
0237890	06/17/22	P	Interwest Consulting Group Inc	0000021505	12,020.50

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Engineering Svc-Mar 2022 Engineering Svc-Apr 22 Traffic Engineering Svc-Apr 22		
0237891	06/17/22	P	Jennifer Koviak	0000029696	87.50
			Line Description: Refund Rec Dep 2007153.002		
0237892	06/17/22	P	Johnson Favaro LLP	0000023249	982.43
			Line Description: NCC Design 7/1/21-5/31/22		
0237893	06/17/22	P	Kent Riley	0000029699	3,500.00
			Line Description: Refund Permit PS19-00748		
0237894	06/17/22	P	Kimball Midwest	0000006819	294.46
			Line Description: Comm Parts Comm Parts Credit Inv #9914580 Shop Supplies Comm Parts		
0237895	06/17/22	P	LineGear Fire & Rescue Equipment	0000026007	14,505.31
			Line Description: Workrite Firefighter Shacket Stihl MS 462 RCM Rescue Chain Sales Tax		
0237896	06/17/22	P	Los Angeles Times	0000003000	975.17
			Line Description: Legal Publications 5/1-5/31/22		
0237897	06/17/22	P	Loyal Vardeman	0000029700	1,000.00
			Line Description: Refund Permit PS21-01395		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237898	06/17/22	P	Martin Price	0000029697	100.00
			Line Description: Refund Rec Dep 2007154.002		
0237899	06/17/22	P	Merrimac Energy Group	0000021566	10,491.34
			Line Description: FS2- Diesel		
			FS-5 Diesel		
			FS1-Diesel		
			CY-Diesel		
0237900	06/17/22	P	Michael Balliet	0000008858	4,271.25
			Line Description: Michael Balliet 4/16-5/31/22		
0237901	06/17/22	P	Minerva Espinoza	0000014962	129.00
			Line Description: Refund Rec Dep 2007130.002		
0237902	06/17/22	P	National Testing Network Inc	0000024976	250.00
			Line Description: Testing Services		
0237903	06/17/22	P	NeWave Construction Inc	0000024108	1,928.73
			Line Description: Installation of counters tops		
0237904	06/17/22	P	Norman A Traub Associates Inc	0000013815	3,996.53
			Line Description: Consulting-Investigations		
0237905	06/17/22	P	Occu Med	0000003388	1,300.50
			Line Description: Pre-Employment Physicals		
0237906	06/17/22	P	Orange Coast Plumbing Inc	0000009431	4,095.00
			Line Description: Plumbing Srvs at Wakeham Park		
			Plumbing Srvs at Wakeham Park		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237907	06/17/22	P	Orange County Mosquito & Vector Control	0000021750	1,649.00
			Line Description: Vector Control Srvs Feb 2022		
			Vector Control Srvcs June 22		
0237908	06/17/22	P	Orange County Treasurer Tax Collector	0000003489	1,129.32
			Line Description: Teletype Srvs for May 2022		
0237909	06/17/22	P	Orange County Treasurer Tax Collector	0000003489	13,785.00
			Line Description: Prkng Citation Process-Apr 22		
0237910	06/17/22	P	Paul's Pet Food Express	0000026626	62.07
			Line Description: Food&Supplies for Psd Aran		
0237911	06/17/22	P	Priceless Pet Rescue	0000026000	500.00
			Line Description: Animal Transfer Fees May 2022		
0237912	06/17/22	P	Prudential Overall Supply	0000025480	1,601.10
			Line Description: Parks Uniform Svc-Apr 2022		
			Fleet Floor Mat-Apr 2022		
			Rec Uniforms Rental Svc-Apr 22		
			PD Towel Svc-Apr 2022		
			Facilities Unifrom Svc-Apr 22		
			St/Traffic Op Uniform Svc-May		
			Facilities Uniform Svc-May 22		
			Parks Uniform Svc-May 2022		
			Fleet Uniform Svc-May 2022		
			Fleet Floor Mat-May 2022		
			St/Traff Op Uniform Svc-Apr 22		
			Fleet Uniform Rental Svc-Apr22		
0237913	06/17/22	P	Pyro Spectaculars Inc	0000029672	12,000.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> INDEPENDANCE DAY FIREWORK SHOW		
0237914	06/17/22	P	Pyxis Water Systems Inc	0000015837	2,500.00
			<i>Line Description:</i> Maintenance At Tewinkle Lakes		
0237915	06/17/22	P	RS Hughes Company Inc	0000003867	396.52
			<i>Line Description:</i> Warehouse Floor Stock		
			Warehouse Floor Stock		
0237916	06/17/22	P	Resource Building Materials	0000024350	347.82
			<i>Line Description:</i> Silica Sand for Graffiti Remov		
0237917	06/17/22	P	Rincon Truck Center Inc	0000013236	2,836.50
			<i>Line Description:</i> Stock-Lube		
			189-Ignition		
			555-Temp Sensor		
			Stock-Air Filter, Oil Filter		
			571-Air Filter Oil Filter Seal		
0237918	06/17/22	P	Rosalinda Hernandez	0000029695	290.00
			<i>Line Description:</i> Refund Rec Dep 2007752.002		
0237919	06/17/22	P	Rosell Surveying & Mapping Inc	0000022724	3,500.00
			<i>Line Description:</i> On Call Surveying Services		
0237920	06/17/22	P	Ross Pangilinan	0000029683	270.00
			<i>Line Description:</i> Refund Fire Permit 001-0035585		
0237921	06/17/22	P	Sanjeev Khanna	0000029698	3,728.57
			<i>Line Description:</i> Refund Trensient Tax		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237922	06/17/22	P	South Coast Emergency Vehicle Services	0000003643	875.02
			Line Description: Linear Relfextor-#5123 Stock-Throttle Harness		
0237923	06/17/22	P	Southern California Gas Company	0000004092	4,367.45
			Line Description: Hist Soc 4/22-5/23/22 Telecomm 4/25-5/24/22 DRC 4/22-5/23/22 DRC Pool 4/22-5/23/22 BCC 4/27-5/26/22 NCC 4/22-5/23/22 Sr Cntr 4/22-5/23/22 717 James 4/22-5/23/22 721 James 04/22-5/23/22 FS #2 4/26-5/25/22 FS #6 4/29--5/31/22 FS #5 4/25-5/24/22 567 W 18th 4/22-5/23/22 FS #3 4/22-5/23/22 FS#1 4/27-5/26/22 FS #4 4/25-5/24/22 PD 4/25-5/24/22 2300 Placentia #2 4/25-5/24/22 2310 Placentia 4/25-5/24/22		
0237924	06/17/22	P	Sparkletts	0000015725	584.81
			Line Description: WATER DELIVERY SERVICES-Fire WATER DELIVERY SERVICES-CC WATER DELIVERY SERVICES-CM WATER DELIVERY SERVICES-DS WATER DELIVERY SERVICES-HR WATER DELIVERY SERVICES-PS WATER DELIVERY SERVICES-SC WATER DELIVERY SERVICES-Maint WATER DELIVERY SERVICES-FIN		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> WATER DELIVERY SERVICES-DAC		
0237925	06/17/22	P	Spectrum Gas Products	0000012653	998.44
			<i>Line Description:</i> Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
			Cylinder Renewal		
0237926	06/17/22	P	Staples Advantage	0000024532	8,227.10
			<i>Line Description:</i> Supplies-PS Engineering		
			Supplies-Police Record		
			Supplies-City Clerk		
			Supplies-Dev Svcs		
			Supplies-PS Admin		
			Supplies-P&R NCC		
			Supplies-Finance		
			Supplies- CDBG		
			Supplies-IT		
			Supplies-HR		
			Credit		
			Supplies-PS Maintenance		
			Supplies-Telecom Operations		
			Supplies-P&R Balearic Rocks		
0237927	06/17/22	P	State of California Dept of Justice	0000001534	931.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0237928	06/17/22	P	Superior Pavement Markings Inc	0000003955	10,706.25
			<i>Line Description:</i> Roadline Striping & Crosswalks		
0237929	06/17/22	P	Svevia USA Inc	0000029673	7,916.55



Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Traffic Paint		
0237930	06/17/22	P	The 12 Costa Mesa	0000029689	140.00
			<i>Line Description:</i> Refund Fire Permit #13837		
0237931	06/17/22	P	The Pin Center	0000019267	712.48
			<i>Line Description:</i> Dustomer Name Badges		
0237932	06/17/22	P	Thomas Anthony Compise	0000029709	501.60
			<i>Line Description:</i> Refund Impound Fee		
0237933	06/17/22	P	Top Seed Tennis Academy Inc.	0000029707	8,106.75
			<i>Line Description:</i> Tennis Center- March 2022		
0237934	06/17/22	P	Turnout Maintenance Company LLC	0000020182	1,392.95
			<i>Line Description:</i> Coats, Pants, Jackets		
			Coats, Pants, Uniforms		
			Coats, Pants, Gloves		
0237935	06/17/22	P	US Bank	0000002228	3,315.94
			<i>Line Description:</i> PARS Deduction Ch-2211		
0237936	06/17/22	P	USI Inc	0000005890	572.38
			<i>Line Description:</i> Laminating Film		
0237937	06/17/22	P	Uline	0000010970	537.03
			<i>Line Description:</i> Supplies for Property		
0237938	06/17/22	P	United Rentals Northwest Inc	0000010121	453.62

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Concrete and Mixer Concrete and Mixer		
0237939	06/17/22	P	United Site Services of California Inc	0000015552	80.00
			Line Description: Portable Toilet Services		
0237940	06/17/22	P	Verizon Wireless	0000008717	5,689.71
			Line Description: PD Cell Phones 4/24-5/23 Fire Cell Phones 4/18-5/17/22 Broad Band Srvc-New Subnet 4/		
0237941	06/17/22	P	Vulcan Materials Company	0000007403	1,214.72
			Line Description: Asphalt for Patching Potholes Asphalt for Potholes & Sidewal Asphalt for Patching Potholes Asphalt for Sidewalk Ramps		
0237942	06/17/22	P	Waterline Technologies Inc	0000014520	384.72
			Line Description: DRC Pool Treatment DRC Pool Treatment		
0237943	06/17/22	P	West Coast Fence Co	0000021495	995.00
			Line Description: Repairs at Lion's Park		
TOTAL					\$625,947.97

Report ID: CCM20010

City of Costa Mesa Accounts Payable  
**CCM OVERFLOW CHECK LISTING**

Page No. 1

Run Date Jun 17, 2022

Run Time 1:33:59 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>
0237857	06/17/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
0237862	06/17/22	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
<b><u>TOTAL</u></b>					<b><u>0.00</u></b>

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013587	06/15/22	P	Brandon Raissdana	0000029681	453.00
			Line Description: Residential Search Street Smart Forcible Entry		
013588	06/15/22	P	David Herrera Martinez	0000029421	595.00
			Line Description: Knowing Your Apparatus		
013589	06/15/22	P	Kristofer Moore	0000025526	500.00
			Line Description: Clothing Allowance 21-22		
013590	06/15/22	P	Maurilio Torres	0000025958	450.00
			Line Description: Company Officer 2A		
013591	06/15/22	P	Nate Robbins	0000029662	11.00
			Line Description: CoC Board Mtng Parking		
013592	06/15/22	P	Raja Sethuraman	0000005084	10.00
			Line Description: Mtng Parking Fee		
013593	06/15/22	P	Ronald Stocking	0000027737	16.00
			Line Description: Expendable Baton Instructor		
013594	06/15/22	P	Taylor Scavo	0000029682	453.00
			Line Description: Residential Search Street Smart Forcible Entry		
013595	06/15/22	P	Travel Costa Mesa	0000024750	310,920.05
			Line Description: BIA Receipt- May 2022		

Report ID: CCM2001

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

Page No. 2

Run Date Jun 17, 2022

Run Time 1:36:48 PM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013596	06/15/22	P	Troy Hinrichs	0000024428	80.00
			<i>Line Description:</i> Civilian Supervisor Course		
				<b>TOTAL</b>	<b>\$313,488.05</b>

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jun 23, 2022

Run Time 3:49:22 PM

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237944	06/21/22	P	Southern California Edison Company	0000004088	132,130.46
		Line Description:	Fac & Equip 4/11-5/10/22 Street Lights 5/1-5/31/22		
0237945	06/21/22	P	Knotts Berry Farm	0000002853	2,660.00
		Line Description:	Summer Excursion 6/22/22		
					<b>TOTAL \$134,790.46</b>

0 \* \*

134,790.46 +

870,948.27 +

1,107.43 +

19,645.83 +

004

1,026,491.99 \*

End of Report

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237946	06/24/22	P	Beam Global	0000029415	78,655.43
			Line Description: EV ARC 2020 Base Models Sales Tax 7.75%		
0237947	06/24/22	P	Clean Street	0000001098	66,846.87
			Line Description: Npt/19th Sweep & Wash Street Sweeping-May 2022 Bus Shelter Pressure Wash		
0237948	06/24/22	P	Jones & Mayer	0000014653	90,700.63
			Line Description: #110189 #110196-HR #110201-Park & Community Svc #110204-Police /440 Fair Dr #110182-Clean Path Abatment #110197-Insight Psychology #110214-H# Ministres App #110184-Code Enforcement #110168-400 Fair/1179 NP #110203-PD #110186-Cruz #110194-Hauck #110199-Moyer #110190-Duncam #110193-GArten #110198-Leaman #110173-Beavers #110176-Carrera #110183-Clifton #110191-Finance #110195-Housing #110175-Carranza #110181-City Mgr #110208-SChaefer #110209-Shalhoub #110210-Trippett		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #110174-Camp Lila #110177-Cervantes #110192-Fire Dept #110207-Risk Mgnt #110179-City Clerk #110200-NMUSD CEQA #110213-2162 Maple #110166-222 Mesa Dr #110169-544 Bernerd #110172-Arman/Blood #110205-Publice Svc #110164-1963 Wallace #110167-2879 Mendoza #110185-City Council #110211-Windward Way #110170-840 Center St #110178-City Attorney #110202-Planning Comm #110206-Redhill Lakat #110164-1856 Newport #10162-153 Del Mar Ave #110171-Animal Control #110180-City Clerk PRR #110216-Socal Recovery #110187-DAlessio Invest #110188-Development Svc #110215-Lehmann/Freeman #10212-1269 & 1273 Baker #110165-2104 Wallace Ave		
0237949	06/24/22	P	LINA	0000015623	26,793.59
			<i>Line Description:</i> Life & AD & D Ins Prem-June 22 Retiree Life Ins Prem-June 22 LTD Ins Prem-June 22 Voluntary Life Ins Prem-June22		
0237950	06/24/22	P	Lyons Security Service Inc	0000027168	39,002.25



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Security Services at Lions Prk Sr Cntr Security Svc Lions Pk Security		
0237951	06/24/22	P	Mercy House	0000003138	161,051.24
			<i>Line Description:</i> March 2022 Airway Shelter Oper		
0237952	06/24/22	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> Animal Transfer Fees May 2022		
0237953	06/24/22	P	Priority Landscape Services LLC	0000026592	18,679.50
			<i>Line Description:</i> Tree Care&Plantings March22 May22 FVP Wetlands Tree Care&Plantings April 2022 Tree Care&Plantings May 2022		
0237954	06/24/22	P	Save Our Youth	0000003929	16,248.25
			<i>Line Description:</i> UCLA Trip-4/15/22 Payroll 4/8-6/17/22 Payroll 1/3-3/25/22		
0237955	06/24/22	P	Tolar Manufacturing Company Inc	0000013481	49,990.61
			<i>Line Description:</i> Sales Tax 7.75% Shipping Fee 32 Gallon Perforated Metal Tra Galvanized Steel Flat Roof Adv		
0237956	06/24/22	P	ARC	0000022726	420.22
			<i>Line Description:</i> 4th July Fireworks Banners Cleanup Day Banners		
0237957	06/24/22	P	Agriserve Pest Control Inc	0000025268	2,200.40

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Tree Injection		
			Tree Injection		
			Tree Injection		
			Tree Injection		
			Tree Injection		
			Tree Injection		
0237958	06/24/22	P	Akeso Occupational Health	0000029274	200.00
			Line Description: Pre Employment		
			Pre Employment		
			Pre Employment		
			Pre Employment		
			Pre Employment		
			Pre Employment		
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			Pre Employment		
0237959	06/24/22	P	All City Management Services Inc	0000009480	11,559.35
			Line Description: Schl Crsng Guard 5/15-5/28/22		
0237960	06/24/22	P	American Alarm Systems Inc	0000008900	1,065.00
			Line Description: 24HR CENTRAL STATION SECURITY		
			24HR CENTRAL STATION SECURITY		
0237961	06/24/22	P	Angel Auto Spa LLC	0000027465	2,995.14
			Line Description: CMPD Vehicle Wash-May 2022		
			City Vehicle Wash-May 2022		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237962	06/24/22	P	Arrowhead Forensics	0000018661	72.18
			Line Description: Property Supplies		
0237963	06/24/22	P	Asbury Environmental Services	0000001088	372.80
			Line Description: Used Metal Oil/Gasoline Waste Oily Solids		
0237964	06/24/22	P	BKF Engineers	0000024944	8,201.00
			Line Description: W 19th St/Wilson 4/25-5/22/22		
0237965	06/24/22	P	BTAC Training	0000029248	225.00
			Line Description: Fire Investigation Rpt-May/Jun		
0237966	06/24/22	P	Beau Hossler	0000029714	270.00
			Line Description: Basketball Referee		
0237967	06/24/22	P	Bee Busters Inc	0000007572	110.00
			Line Description: Bee Colony Removal		
0237968	06/24/22	P	Bent Caryl & Kroll LLP	0000029717	175.00
			Line Description: Litigation Legal Svc		
0237969	06/24/22	P	Blue Cosmo	0000026920	705.25
			Line Description: Satellite Phone Svcs-Jun 2022		
0237970	06/24/22	P	Bob Murray & Associates	0000025439	8,662.50
			Line Description: Executive Search		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237971	06/24/22	P	Bound Tree Medical LLC	0000011695	2,528.28
			Line Description: EMS Supplies EMS Supplies		
0237972	06/24/22	P	BrightView Landscape Services Inc	0000026055	4,476.25
			Line Description: Backflow Repair-3333 1/2 Bear Install Plants Material		
0237973	06/24/22	P	Bureau Veritas North America Inc	0000016616	88.50
			Line Description: Plan Check Svc		
0237974	06/24/22	P	CAPE	0000001569	50.00
			Line Description: Mbrshp-Pham		
0237975	06/24/22	P	CDCE Inc	0000019481	7,003.75
			Line Description: Sales Tax 7.75% Pre-Installed 2D Barcode Reade		
0237976	06/24/22	P	CDW Government Inc	0000005402	711.90
			Line Description: Sales Tax 7.75% Verbatim 128gb USB Flash Drive COMPUTER EQUIPMENT		
0237977	06/24/22	P	CLEA	0000004754	2,964.50
			Line Description: Police Officer LTD-Jun 20222		
0237978	06/24/22	P	Canon Financial Services Inc	0000023241	2,568.09
			Line Description: COPIER LEASE 2/01-2/28/22 COPIER LEASE 9/1-9/30/21 COPIER LEASE 3/1-3/31/22 COPIER LEASE 1/1-1/31/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: COPIER LEASE 2/1-2/28/22 Copier Lease 3/1-3/31/22		
0237979	06/24/22	P	Carl Warren & Company	0000001578	3,795.00
			Line Description: Wrs Comp Admin Fee-May 2022		
0237980	06/24/22	P	Catherine Lynn Kazmark	0000029454	2,222.17
			Line Description: DESIGN SERVICES		
0237981	06/24/22	P	Chandler Kane	0000029713	2,683.72
			Line Description: Vehicle Damage Stlmnt-9/2/21		
0237982	06/24/22	P	CoreLogic Information Solutions Inc	0000004774	34.00
			Line Description: Property Detail Rpt Property Detail Rpt		
0237983	06/24/22	P	Costa Mesa Auto Glass	0000010001	441.70
			Line Description: Windshield Replaced-#326		
0237984	06/24/22	P	Costa Mesa Lock & Key	0000001817	21.55
			Line Description: Lock & Key		
0237985	06/24/22	P	Cron & Associates Transcription Inc	0000016871	312.00
			Line Description: Transcription Svc		
0237986	06/24/22	P	Crosstown Electrical & Data Inc	0000017487	12,664.00
			Line Description: Traffic Signal Communications		
0237987	06/24/22	P	David Tran	0000029718	8,000.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Refund Permit PS21-00121		
0237988	06/24/22	P	Dennis Grubb & Associates LLC	0000026619	312.50
			<i>Line Description:</i> Plan Check Svc-May 2022		
0237989	06/24/22	P	Department of Motor Vehicles	0000001542	23.00
			<i>Line Description:</i> Duplicate Title		
0237990	06/24/22	P	Department of Motor Vehicles	0000001542	23.00
			<i>Line Description:</i> Duplicat Title		
0237991	06/24/22	P	Edwin Everett	0000005981	500.00
			<i>Line Description:</i> Clothing Allowance 21-22		
0237992	06/24/22	P	Entenmann Rovin Company	0000002130	2,678.24
			<i>Line Description:</i> Badges		
			Badges, Badge Repair		
			Retirement Badges		
			Badges		
			Retirement Badgess		
			Name Bars		
			Retirement Badges		
0237993	06/24/22	P	Enterprise Rent A Car	0000002131	1,104.92
			<i>Line Description:</i> Undercover Rental Car		
0237994	06/24/22	P	FM Thomas Air Conditioning Inc	0000017151	11,697.32
			<i>Line Description:</i> HVAC Svc-June 2022		
			Blowe Motor Replacemnet		
			Copressor Replacement		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237995	06/24/22	P	Fed Ex	0000002190	16.23
			Line Description: Ground Delivery		
0237996	06/24/22	P	Ford Fleet Care	0000026262	4,843.92
			Line Description: Vehicle Repair		
			Vehicle Parts		
0237997	06/24/22	P	Forensic Nurse Specialists Inc	0000014039	1,700.00
			Line Description: Victim Physical 22-007617.7686		
0237998	06/24/22	P	Fuel Pros Inc	0000026476	350.00
			Line Description: DO Inspection-FS #2		
			DO Inspection-FS #6		
0237999	06/24/22	P	Galls LLC	0000002297	3,499.02
			Line Description: Uniform-Thurston		
			Safety Vest-Torres		
			Annual Price Agreement		
			Annual Price Agreement		
0238000	06/24/22	P	Glenn Lukos & Associates Inc	0000011626	9,556.09
			Line Description: FP Biological Svc 4/2-5/6/22		
0238001	06/24/22	P	Grainger	0000002393	602.52
			Line Description: Hose Bibb		
			Lightbulb		
			Comm Supplies		
0238002	06/24/22	P	Graybar Electric Company Inc	0000002397	2,055.84
			Line Description: Comm Supplies		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238003	06/24/22	P	Hanks Electrical Supplies	0000002445	639.21
			Line Description: LED Lighting-FS #2 Light Bulbs-FS #4 Ballast Kit		
0238004	06/24/22	P	Integrated Impressions	0000003403	9,247.00
			Line Description: Promotional Items		
0238005	06/24/22	P	Interwest Consulting Group Inc	0000021505	7,530.00
			Line Description: Inspection Assistance-May 2022 Storm Drain Imprv-May 22		
0238006	06/24/22	P	Jeff Wightman	0000029716	150.00
			Line Description: Basketball Referee		
0238007	06/24/22	P	Kelly Spicers Stores	0000029500	279.90
			Line Description: Presentation Bond		
0238008	06/24/22	P	Kimball Midwest	0000006819	2,218.02
			Line Description: Comm Supplies		
0238009	06/24/22	P	LN Curtis & Sons	0000002983	3,682.49
			Line Description: Spreader Stability Plate		
0238010	06/24/22	P	LexisNexis Risk Data Management Inc	0000019179	288.00
			Line Description: Public Records Access May 2022		
0238011	06/24/22	P	Lincoln Aquatics	0000025415	39.97
			Line Description: Sign for Aquatics Center		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238012	06/24/22	P	LineGear Fire & Rescue Equipment	0000026007	6,038.86
			Line Description: FIRE & RESCUE EQUIPMENT FIRE & RESCUE EQUIPMENT FIRE & RESCUE EQUIPMENT Turnouts and Gear		
0238013	06/24/22	P	Los Angeles Times	0000003000	4,318.18
			Line Description: Legal Advertising CP No. 22-03 Advertisement		
0238014	06/24/22	P	Maria Bazan	0000029669	500.00
			Line Description: ART PROPOSAL		
0238015	06/24/22	P	Mark Taylor	0000029715	60.00
			Line Description: Basketball Referee		
0238016	06/24/22	P	Marx Brothers Fire Extinguisher Company	0000003073	907.80
			Line Description: Police Sub. Fire Extinguisher BCC- Fire Extinguisher Srvs HS-Fire Extinguisher Srvs FSI-Fire Extinguisher Srvs FS2-Fire Extinguisher Srvs FS6-Fire Extinguisher Srvs Bridge Shelter Fire Ext. Srvs Tennis Center Fire Ext. Srvs		
0238017	06/24/22	P	Medieval Times	0000003126	3,275.00
			Line Description: June 22 Summer Camp Excursion		
0238018	06/24/22	P	Merrimac Energy Group	0000021566	12,984.14
			Line Description: FS1-Diesel		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FS5-Diesel FS6-Diesel CY-Diesel		
0238019	06/24/22	P	Mesa Art & Framing	0000002944	4,094.50
			Line Description: SALES TAX (7.75%) Vinyl Wraps 4 Boxes		
0238020	06/24/22	P	Mike Linares Inc	0000002969	2,101.00
			Line Description: February 2022 December 2021		
0238021	06/24/22	P	Mity Lite Inc	0000008411	12,108.93
			Line Description: ROUND TABLE SHIPPING FEE XPRESSPORT ROUND CART SALES TAX (7.75%)		
0238022	06/24/22	P	Mouse Graphics	0000001170	226.28
			Line Description: Sales Tax 7.75% ARlchive Scans of Old Photos		
0238023	06/24/22	P	National Data & Surveying Services	0000021249	105.00
			Line Description: 24 Hr ADT/Sped-Monrovia-18/19		
0238024	06/24/22	P	O Neil Storage	0000018395	112.34
			Line Description: Document Storage		
0238025	06/24/22	P	Orange County Mosquito & Vector Control	0000021750	1,061.34
			Line Description: Fairview Prk May22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238026	06/24/22	P	PVP Communications Inc	0000006558	860.87
			Line Description: Helmet Comm Kits for Traffic		
0238027	06/24/22	P	Pacific Advanced Civil Engineering Inc	0000014386	7,430.00
			Line Description: Progress Payment for Tewinkle		
0238028	06/24/22	P	Paul's Pet Food Express	0000026626	119.83
			Line Description: Food for psd Aran		
			Food&Supplies PSD Bodi		
0238029	06/24/22	P	Procure America Inc	0000025663	981.21
			Line Description: Cost Reduct. Srvs SC March 22		
			Cost Reduct. Srvs CH March22		
0238030	06/24/22	P	Proforce Law Enforcement	0000015742	2,372.66
			Line Description: Sig Mag P250/320 9MM		
			Sales Tax 7.75%		
0238031	06/24/22	P	Quality Code Publishing	0000025378	780.00
			Line Description: CODIFICATION SERVICES		
0238032	06/24/22	P	RK Engineering Group Inc	0000025933	11,500.00
			Line Description: E&TS Progress Payment 1		
0238033	06/24/22	P	RS Hughes Company Inc	0000003867	150.85
			Line Description: Warehouse Floor Stock		
0238034	06/24/22	P	Red Wing Business Advantage Account	0000003772	496.49
			Line Description: Safety Boots-Charlie		
			Safety Boots- Evan		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Safety Boots- Jake		
0238035	06/24/22	P	Rincon Truck Center Inc	0000013236	867.01
			<i>Line Description:</i> Stock-Grabber		
0238036	06/24/22	P	Rosell Surveying & Mapping Inc	0000022724	7,200.00
			<i>Line Description:</i> On-Call Surveying TeWinkle Lks		
0238037	06/24/22	P	SIG Sauer Inc	0000029264	900.00
			<i>Line Description:</i> Training Supplies		
0238038	06/24/22	P	Safariland LLC	0000005415	292.30
			<i>Line Description:</i> Knife Boxes for Property		
0238039	06/24/22	P	Scott Fazekas & Associates Inc	0000003961	474.11
			<i>Line Description:</i> Plan Check		
0238040	06/24/22	P	Scott Peterson	0000027265	275.00
			<i>Line Description:</i> Instructor Payment-Spring 2022		
0238041	06/24/22	P	Sharp Electronics Corp	0000015355	103.51
			<i>Line Description:</i> COPIER LEASE June 22		
0238042	06/24/22	P	Shawn Leffingwell	0000006331	257.31
			<i>Line Description:</i> Criminal Sbpn-O Rodriguez		
0238043	06/24/22	P	Siemens Industry Inc	0000002904	1,662.92
			<i>Line Description:</i> HVAC Repair of Electrical		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238044	06/24/22	P	SiteOne Landscape Supply LLC	0000024133	851.64
			Line Description: Supplies for Tewinkle Supplies		
0238045	06/24/22	P	Southern California Edison Company	0000004088	4,237.63
			Line Description: 745 W 18th 5/9-6/7/22		
			3175 Airway 5/11-6/9/22		
			3190 Redhill 5/11-6/9/22		
			350 Bristol 5/11-6/9/22		
			152 Baker St 5/11-6/9/22		
			Arlington X-ing 5/11-6/9/22		
			752 Shallmar 5/10-6/8/22		
			1940 Placentia 5/9-6/7/22		
			717 & 721 James 5/9-6/7/22		
			740 James 5/9-6/7/22		
			711 W 18th 5/9-9/7/22		
			707 W 18th 5/6-6/1/22		
			734 James 5/9-6/7/22		
			744 James 5/9-6/8/22		
			2612 Harbor 5/17-6/15/22		
			2944 Bristol 5/17-6/15/22		
0238046	06/24/22	P	Southern California Gas Company	0000004092	468.77
			Line Description: 3175 Airway 5/12-6/13/22		
0238047	06/24/22	P	Southern California Shredding Inc	0000025605	380.00
			Line Description: ON-SITE SHREDDING SERVICES		
			Shredding- Fn, F, Dev Srvs Doc		
0238048	06/24/22	P	State of California Dept of Justice	0000001534	2,996.00
			Line Description: DOJ Fingerprint Fees- April 22		
0238049	06/24/22	P	Sunset Detectives	0000026756	2,400.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Background Investigations		
0238050	06/24/22	P	T Tactical Solutions Inc	0000026642	11,992.47
			<i>Line Description:</i> Glove & Hand Wipes		
0238051	06/24/22	P	Tecta America	0000003718	2,357.00
			<i>Line Description:</i> NHCC-Water Test & Metal Seams		
0238052	06/24/22	P	Townsend Public Affairs Inc	0000021510	6,500.00
			<i>Line Description:</i> Grant Writing& Legislative Srv		
0238053	06/24/22	P	United Site Services of California Inc	0000015552	1,626.19
			<i>Line Description:</i> Portable Toilet Services CorpY Portable Toilet Hamilton Garde		
0238054	06/24/22	P	Verified First LLC	0000027240	10.00
			<i>Line Description:</i> Pre-Employment Credit Check		
0238055	06/24/22	P	Verizon Wireless	0000008717	2,972.66
			<i>Line Description:</i> Cell Svcs- 5/18-6/17/22 Cell Svcs-Bldg 5/18-6/17/22 Cell Svcs- Rec 4/18-5/17/22		
0238056	06/24/22	P	Victor Bakkila	0000005803	500.00
			<i>Line Description:</i> Clothing Allowance 21-22		
0238057	06/24/22	P	VincentBenjamin	0000024972	3,728.08
			<i>Line Description:</i> Temp Svc-Acct I w/e 6/12/22 Temp Svc-Acct Sp I w/e 6/12/22 Temp Svc-Acctng w/e 6/12/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238058	06/24/22	P	Vulcan Materials Company	0000007403	226.65
			Line Description: Asphalt for Pothole and Sdewlk Asphalt Potholes and Sdewlk ra		
0238059	06/24/22	P	WEX Health Inc	0000029308	441.00
			Line Description: FSA Admin Fees-May 2022		
0238060	06/24/22	P	WLC Architects Inc	0000023955	3,656.25
			Line Description: FS2 Recon Architect&Engr Desig		
0238061	06/24/22	P	Waxie Sanitary Supply	0000004480	228.84
			Line Description: Warehouse Floor Stock		
0238062	06/24/22	P	Williams Scotsman Inc	0000010492	7,756.84
			Line Description: Credit Lease of Trailer 5/24-6/23 Credit Lease of Trailer 2/24-3/23/22 Credit Credit Monthly Leasing Fees 4/24-5/23		
0238063	06/24/22	P	Wittman Enterprises LLC	0000026639	14,196.00
			Line Description: Ambulance Billing May 2022		
TOTAL					\$870,948.27

Bank: CITY  
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238064	06/24/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Paryroll Decution-2213		
0238065	06/24/22	P	Community Health Charities	0000008015	10.00
			Line Description: Paryroll Decution-2213		
0238066	06/24/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Paryroll Decution-2213		
0238067	06/24/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Paryroll Decution-2213		
TOTAL					<u>\$1,107.43</u>



Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013597	06/24/22	P	Costa Mesa Employees Association	0000006284	2,964.56
			Line Description: Payroll Deduction-2213		
013598	06/24/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction-2213		
013599	06/24/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			Line Description: Payroll Deduction-2213		
013600	06/24/22	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction-2213		
013601	06/24/22	P	Costa Mesa Police Management Assn	0000005082	200.00
			Line Description: Payroll Deduction-2213		
013602	06/24/22	P	Daniel Inloes	0000023442	785.00
			Line Description: APA Conf		
013603	06/24/22	P	Joyce LaPointe	0000006332	500.00
			Line Description: Clothing Allowance 21-22		
013604	06/24/22	P	Sheila Larsen	0000029680	121.00
			Line Description: ICC Renewal		
TOTAL					\$19,645.83

Bank: CITY  
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0235869	6/28/2022	V	James Parnell <i>Line Description:</i> Stale dated check	0000003558	01/31/22	(412.37)
0235966	6/28/2022	V	James Parnell <i>Line Description:</i> Stale dated check	0000003558	01/28/22	(428.81)
0237609	6/30/2022	V	Saddleback College BGS 103 <i>Line Description:</i> Incorrect payable name. Re-issue check.	0000005035	05/27/22	(360.00)
0237653	6/28/2022	V	Amazing Moments Photo Booth <i>Line Description:</i> Vendor wants check payable to her name instead of dba business name.	0000029668	06/03/22	(200.00)
<b>TOTAL</b>						<b>(\$1,401.18)</b>

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428 \* 81 -

360 \* 00 -

200 \* 00 -

197,004 \* 00 +

5,000 \* 00 +

2,250 \* 00 +

2,040,157 \* 51 +

207,072 \* 90 +

22,037 \* 03 +

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2,472,120 \* 26 \*

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jul 01, 2022

Run Time 2:14:56 PM

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238068	06/28/22	P	Wigmore Insurance Agency Inc	0000021427	197,004.00
			Line Description: Excess Wkr Comp Ins 7/22-6/23		
0238242	06/30/22	P	Aboudi Ballat	0000025808	5,000.00
			Line Description: Refund Permit PS20-00534		
0238243	06/30/22	P	Boombox Mobile Stage & Sound LLC	0000022623	2,250.00
			Line Description: STAGE RENTAL		
TOTAL					\$204,254.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238069	06/30/22	P	Antonio Macias	0000021817	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238070	06/30/22	P	Barbara Tintle	0000016912	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238071	06/30/22	P	Bonnie Kubota	0000005792	469.66
			Line Description: QTRLY RETIREE MED INS PMT		
0238072	06/30/22	P	Bradley Whiteaker	0000000341	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238073	06/30/22	P	Burton Santee	0000003920	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238074	06/30/22	P	Chano Camarillo	0000001558	415.21
			Line Description: QTRLY RETIREE MED INS PMT		
0238075	06/30/22	P	Chris Holmes	0000002557	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
0238076	06/30/22	P	Chris Reed	0000003777	464.23
			Line Description: QTRLY RETIREE MED INS PMT		
0238077	06/30/22	P	Dan Mudra	0000006272	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238078	06/30/22	P	David Alkema	0000000970	584.24
			Line Description: QTRLY RETIREE MED INS PMT		

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0238079	06/30/22	P	Deanna Reed	0000002777	469.66
			Line Description: QTRLY RETIREE MED INS PMT		
0238080	06/30/22	P	Dennis Barton	0000001209	154.56
			Line Description: QTRLY RETIREE MED INS PMT		
0238081	06/30/22	P	Diane J Moore	0000003221	202.34
			Line Description: QTRLY RETIREE MED INS PMT		
0238082	06/30/22	P	Don Boynton	0000015805	377.93
			Line Description: QTRLY RETIREE MED INS PMT		
0238083	06/30/22	P	Eric Engle	0000002128	526.44
			Line Description: QTRLY RETIREE MED INS PMT		
0238084	06/30/22	P	Frank Rudisill	0000003871	633.57
			Line Description: QTRLY RETIREE MED INS PMT		
0238085	06/30/22	P	Frederick Merrill	0000005365	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238086	06/30/22	P	Fredric Wagner	0000004444	1,015.50
			Line Description: QTRLY RETIREE MED INS PMT		
0238087	06/30/22	P	Gary Bray	0000005933	633.57
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238088	06/30/22	P	Gary Golson	0000002370	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
0238089	06/30/22	P	Glen Stroud	0000006152	441.01
			Line Description: QTRLY RETIREE MED INS PMT		
0238090	06/30/22	P	Harold Arnold	0000001076	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238091	06/30/22	P	Harold Newbern	0000013391	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238092	06/30/22	P	Henry Santo	0000003921	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238093	06/30/22	P	James Boucher	0000021818	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238094	06/30/22	P	James Parnell	0000003558	1,253.55
			Line Description: Qtrly Retiree Med Ins Payment		
			Qtrly Retiree Med Ins Payment		
			Repl Ck# 0232916		
			Repl Ck# 0232916		
			QTRLY RETIREE MED INS PMT		
0238095	06/30/22	P	James Solliday	0000015717	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238096	06/30/22	P	Jeffrey Horn	0000009003	703.05
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238097	06/30/22	P	John E Fitzpatrick	0000002234	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238098	06/30/22	P	John Pherrin	0000006031	526.95
			Line Description: QTRLY RETIREE MED INS PMT		
0238099	06/30/22	P	Karin Robinson	0000008079	260.16
			Line Description: QTRLY RETIREE MED INS PMT		
0238100	06/30/22	P	Karl J Verhoef	0000004410	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238101	06/30/22	P	Keith M Jones	0000002776	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238102	06/30/22	P	Keith Van Holt	0000007339	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238103	06/30/22	P	Kenneth Soltis	0000007968	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238104	06/30/22	P	Kevin Gleason	0000006350	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238105	06/30/22	P	Klaus Straschil	0000004169	412.37
			Line Description: QTRLY RETIREE MED INS PMT		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238106	06/30/22	P	Larry Arruda	0000001080	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238107	06/30/22	P	Larry M Hicks	0000002525	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238108	06/30/22	P	Lawrence P Torres	0000004278	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238109	06/30/22	P	Lawrence Stice	0000015806	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238110	06/30/22	P	Lou Steiner	0000005965	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238111	06/30/22	P	Marilyn Ellis-Hollobaugh	0000002108	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
0238112	06/30/22	P	Merton Switzer	0000004204	233.69
			Line Description: QTRLY RETIREE MED INS PMT		
0238113	06/30/22	P	Michael Basso	0000021265	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238114	06/30/22	P	Michael Moran	0000018227	460.59
			Line Description: QTRLY RETIREE MED INS PMT		
0238115	06/30/22	P	Michael Swanson	0000006237	1,015.50
			Line Description: QTRLY RETIREE MED INS PMT		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238116	06/30/22	P	Michael Treanor	0000006788	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238117	06/30/22	P	Michael V Ginther	0000002339	1,053.00
			Line Description: 3RD QTR 2022		
0238118	06/30/22	P	Michael W Carver	0000001599	1,003.05
			Line Description: QTRLY RETIREE MED INS PMT		
0238119	06/30/22	P	Mitchell G Phillips	0000004711	853.05
			Line Description: QTRLY RETIREE MED INS PMT		
0238120	06/30/22	P	Neil Leveratt	0000002948	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238121	06/30/22	P	Pamela S Greene	0000005256	301.76
			Line Description: QTRLY RETIREE MED INS PMT		
0238122	06/30/22	P	Patricia Novack	0000012034	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
0238123	06/30/22	P	Perry J Grant	0000008771	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
0238124	06/30/22	P	Peter Merritt	0000005114	633.57
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238125	06/30/22	P	Peter Tenace	0000007198	202.34
			Line Description: QTRLY RETIREE MED INS PMT		
0238126	06/30/22	P	Robert B Phillips	0000005388	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238127	06/30/22	P	Robert Beauchamp	0000001223	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
0238128	06/30/22	P	Robert Bourdieu	0000021267	660.66
			Line Description: QTRLY RETIREE MED INS PMT		
0238129	06/30/22	P	Robert Ciszek	0000001670	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238130	06/30/22	P	Robert Fate	0000002183	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238131	06/30/22	P	Robert L Taylor	0000006299	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238132	06/30/22	P	Roger Neth	0000003312	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238133	06/30/22	P	Ronald A Smith	0000004053	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
0238134	06/30/22	P	Rulon Hatch	0000006012	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238135	06/30/22	P	Sam Nguyen	0000021573	430.37
			Line Description: QTRLY RETIREE MED INS PMT		
0238136	06/30/22	P	Scott Broussard	0000001420	952.95
			Line Description: QTRLY RETIREE MED INS PMT		
0238137	06/30/22	P	Sheila Maurice	0000003091	202.34
			Line Description: QTRLY RETIREE MED INS PMT		
0238138	06/30/22	P	Stanley Borek	0000001347	278.65
			Line Description: QTRLY RETIREE MED INS PMT		
0238139	06/30/22	P	Steven Feather	0000002187	903.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238140	06/30/22	P	Steven Spielberg	0000004127	753.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238141	06/30/22	P	Teresa Peterson Goerke	0000016963	460.59
			Line Description: QTRLY RETIREE MED INS PMT		
0238142	06/30/22	P	Thomas Banks	0000021751	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238143	06/30/22	P	Thomas Hamilton	0000012365	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238144	06/30/22	P	Thomas MacDuff	0000006064	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238145	06/30/22	P	Thomas Neth	0000007978	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238146	06/30/22	P	Thomas Stewart	0000006560	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238147	06/30/22	P	Tracy Jones	0000002778	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
0238148	06/30/22	P	Ursula Basich	0000022488	507.81
			Line Description: QTRLY RETIREE MED INS PMT		
0238149	06/30/22	P	Ve Tran	0000004296	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
0238150	06/30/22	P	Victor Clift	0000008954	297.78
			Line Description: QTRLY RETIREE MED INS PMT		
0238151	06/30/22	P	Virginia Anderson	0000008307	154.56
			Line Description: QTRLY RETIREE MED INS PMT		
0238152	06/30/22	P	William Todd	0000004269	125.91
			Line Description: QTRLY RETIREE MED INS PMT		
0238153	06/30/22	P	Buxton	0000027731	34,999.00
			Line Description: Mobilytics (Market) - Includes		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Match (Market) - Includes one SCOUT Access (National)		
0238154	06/30/22	P	CDW Government Inc	0000005402	18,748.50
			<i>Line Description:</i> COMPUTER EQUIPMENT COMPUTER EQUIPMENT LICENSE RENEWAL Sales Tax 7.75% Verbatim 16gb USB Flash Drive		
0238155	06/30/22	P	D & R Office Works Inc	0000029056	24,998.98
			<i>Line Description:</i> Sales Tax MFG FUEL SURCHARGE Assembly - Delivery TO 2ND FL Shuttle - Four Leg Guest Chair Strata - High-Back, Synchro-Ti Strata - Mid-Back, Synchro-Ti		
0238156	06/30/22	P	Dave Bang Associates Inc	0000001935	24,144.09
			<i>Line Description:</i> Park Amenities		
0238157	06/30/22	P	Dell Computer Corp	0000001962	229,943.94
			<i>Line Description:</i> SALES TAX (7.75%) SALES TAX (7.75%) OPTIPLEX 7090 POWEREDGE R650 SERVER		
0238158	06/30/22	P	Everett Dorey LLP	0000026882	159,382.08
			<i>Line Description:</i> #000015 Ohio House v City #000018 Windward Way #000003 Casa Capri #000016 Insight Psychology #000017 City vs Ohio House		

## SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238159	06/30/22	P	FM3 Research	0000028144	33,500.00
			Line Description: Professional Services Agreemen		
0238160	06/30/22	P	Horizons Construction Co Intl Inc	0000022423	432,513.38
			Line Description: PW Agreement Project No. 21-05		
			Retention Payable Proj #700115		
0238161	06/30/22	P	KOA Corporation	0000003129	29,270.00
			Line Description: NP Frontage Rehab 3/28-5/1/22		
0238162	06/30/22	P	Nationwide General Contruction Services	0000028494	92,033.18
			Line Description: Retention #400015		
			Prkwy Maint #20-07 #400015		
0238163	06/30/22	P	Newport Mesa Unified School District	0000003339	565,734.44
			Line Description: Day Camp Transportation		
			NMUSD Lease Jul 19-Jun 20		
			NMUSD Lease Apr-Jun 22		
			NMUSD Lease Jan-Mar 22		
			NMUSD Lease Oct-Dec 21		
			NMUSD Lease Jul-Sep 21		
			NMUSD Lease Jul 20-Jun 21		
0238164	06/30/22	P	Orange County Fair & Event Center	0000003432	20,960.00
			Line Description: RENTAL AGREEMENT		
0238165	06/30/22	P	Orange County Treasurer Tax Collector	0000003489	26,727.40
			Line Description: Envirmnt Clnup Vehicle Acciden		
0238166	06/30/22	P	RJ Noble Company	0000003828	49,203.88

## SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Street Rehab #20-18 Retention #400015		
0238167	06/30/22	P	The Home Depot Credit Services	0000002560	15,412.14
			Line Description: Fire Suppression- Tools Graffiti AbatementTools Maint Srvs- Supplies Park Maint- Tools Maint- Equipment Maint Srvs- Tools Bldg Maint-Tools Signs and Markings-Tools Street Maint-General Supplies Police Sppt- Office Eqtmnt Response and Control-Tools Bldg Maint- General Supplies Bldg Maint-Plumbing Supplies Park Maint- General Supplies Park Maint-Hardware Supplies Bldg Maint- Hardware Supplies Warehouse- Inventory Purchases St Maint- Public Safety Items Bldg Maint- Electrial Supplies		
0238168	06/30/22	P	AT & T Teleconference Services	0000001107	532.82
			Line Description: Teleconference May 2022		
0238169	06/30/22	P	ATEI Company, Inc	0000029299	7,500.00
			Line Description: ENTERTAINMENT AGREEMENT 2022		
0238170	06/30/22	P	AY Nursery	0000001142	1,888.86
			Line Description: Trees & Plants		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238171	06/30/22	P	Atkinson Andelson Loya Ruud & Romo	0000027289	12,399.28
			Line Description: General Employee Advice-May 22		
0238172	06/30/22	P	Beacon Health Options Inc	0000026762	1,365.30
			Line Description: EAP-June 2022		
0238173	06/30/22	P	Bee Busters Inc	0000007572	880.00
			Line Description: Bee Removal		
			Bee Removal		
			Bee Removal		
			Bee Removal		
			Bee Removal		
			Bee Removal		
0238174	06/30/22	P	Bound Tree Medical LLC	0000011695	407.58
			Line Description: EMS Supplies		
0238175	06/30/22	P	Buchalter A Professional Corporation	0000028918	9,820.04
			Line Description: Legal Svc-National Therapeutic		
			Legal Svc-Ohio House		
0238176	06/30/22	P	Bureau Veritas North America Inc	0000016616	855.50
			Line Description: Plan Check Svc		
0238177	06/30/22	P	Canon Financial Services Inc	0000023241	171.42
			Line Description: COPIER LEASE 1/20-2/19/22		
0238178	06/30/22	P	Columbia Telecommunications Corporation	0000027829	10,485.00
			Line Description: Radio Frequency Review Rpt		
			Radio Frequency Review Rpt		
			Radio Frequency Review Rpt		



Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Radio Frequency Review Rpt Radio Frequency Review Rpt		
0238179	06/30/22	P	Continental Interpreting Services Inc	0000024355	1,977.50
			Line Description: Election Notice Translation City Council Mtg 6/21/22		
0238180	06/30/22	P	Darlene S Alcaia	0000029668	200.00
			Line Description: Mothers Day Photo Booth Mothers Day Photo Booth		
0238181	06/30/22	P	ECORP Consulting Inc	0000025227	2,535.00
			Line Description: Fletcher Jones Dealer-May 22		
0238182	06/30/22	P	Eduardo Iniestra	0000029307	400.00
			Line Description: DJ SERVICES		
0238183	06/30/22	P	Fuel Pros Inc	0000026476	5,683.75
			Line Description: CPU Board CY Monthly DO Inspection-Jun22 Spill Bucket Test FS #2 DO Inspection-Apr 22 PD DO Inspection-Apr 22 PD DO Inspection-Jun 2022		
0238184	06/30/22	P	Galls LLC	0000002297	1,065.61
			Line Description: Womens Stryke Pant Stryke Pant Womens Stryke Pants Stryke Pant Stryke Pant Womens Stryke Pant		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238185	06/30/22	P	Hanks Electrical Supplies	0000002445	1,542.86
			Line Description: Electrical Supplies		
0238186	06/30/22	P	Hollywood Honeywagon &	0000029304	1,775.00
			Line Description: TRAILER RENTAL		
0238187	06/30/22	P	ID Card Group	0000017945	412.65
			Line Description: ID Cards		
0238188	06/30/22	P	Image Concepts	0000026883	61.96
			Line Description: Uniform		
0238189	06/30/22	P	Irv Seaver Motorcycles	0000010272	70.92
			Line Description: Dowel-Unit #626		
			Lock Nut-Unit #626		
0238190	06/30/22	P	Jump N Bounce LLC	0000029296	1,281.00
			Line Description: INFLATABLES RENTAL		
0238191	06/30/22	P	LINA	0000015623	50.00
			Line Description: Cigna LTD Admin Fee-May 22		
0238192	06/30/22	P	Laguna Window Washing	0000021325	3,820.00
			Line Description: Library Window Washing		
0238193	06/30/22	P	Landscape Structures Inc	0000024524	574.82
			Line Description: Parts for Angles Playground		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238194	06/30/22	P	Liebert Cassidy Whitmore	0000002960	3,547.70
		<i>Line Description:</i>	Legal Services November 2021		
			Legal Services May 2022		
			Legal Services for April 22		
			General Legal Svc-Mar 2022		
0238195	06/30/22	P	Linear Systems, Inc	0000029210	1,939.44
		<i>Line Description:</i>	Speedlite Transmitter		
			Sales Tax 7.75%		
0238196	06/30/22	P	Linscott Law & Greenspan Engineers Inc	0000010877	3,366.00
		<i>Line Description:</i>	Traffic Engineering Svc-May 22		
			Traffic Engineer Svc-Apr 2022		
0238197	06/30/22	P	Los Angeles Times	0000003000	716.76
		<i>Line Description:</i>	Classified Ad		
0238198	06/30/22	P	Luce Puppet Comapny	0000029665	350.00
		<i>Line Description:</i>	ENTERTAINMENT AGREEMENT		
0238199	06/30/22	P	Mad Science of West Orange County	0000029437	212.00
		<i>Line Description:</i>	ENTERTAINMENT AGREEMENT		
0238200	06/30/22	P	Mama Said Entertainment	0000029720	1,500.00
		<i>Line Description:</i>	BAND PERFORMANCE		
0238201	06/30/22	P	Melad & Associates	0000005068	2,270.17
		<i>Line Description:</i>	Plan Check Svc		
0238202	06/30/22	P	MetLife Legal Plans Inc	0000014707	2,632.50

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Legal June 2022		
0238203	06/30/22	P	Michael E Raneses	0000027496	600.00
			<i>Line Description:</i> Hearing Officer Svc		
0238204	06/30/22	P	Mike Linares Inc	0000002969	477.50
			<i>Line Description:</i> March 2022 Service		
0238205	06/30/22	P	Minh Trinh	0000029722	7,500.00
			<i>Line Description:</i> Refund Permit PS21-00214		
0238206	06/30/22	P	Mouse Graphics	0000001170	5,564.21
			<i>Line Description:</i> Sales Tax		
			Installation		
			Grand Format Prints		
			Miscellaneous item or service		
			File Prep-Layout-Computer Desi		
0238207	06/30/22	P	National Data & Surveying Services	0000021249	730.00
			<i>Line Description:</i> 24 Hrs ADT/Speed		
			24 Hrs ADT/Speed		
			24 Hrs ADT/Speed		
			24 Hrs ADT/Speed		
0238208	06/30/22	P	NeWave Construction Inc	0000024108	3,900.00
			<i>Line Description:</i> CONCRETE DEMOLITION		
0238209	06/30/22	P	NeWave Construction Inc	0000024108	2,600.00
			<i>Line Description:</i> CONCRETE DEMOLITION		
0238210	06/30/22	P	NetMotion Wireless Inc	0000015484	5,508.00

## SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: TRAINING COURSES TRAINING COURSES		
0238211	06/30/22	P	Newport Center Animal Hospital	0000025961	2,800.00
			Line Description: EMERGENCY SURGERY- Ninja		
0238212	06/30/22	P	Norman A Traub Associates Inc	0000013815	7,219.45
			Line Description: Investigator Svc-May 2022		
0238213	06/30/22	P	Office Solutions DBA Blue Space Interior	0000025015	6,540.46
			Line Description: CHAIRS MANUFACTURE SURCHARGE SALES TAX (7.75%) ASSEMBLY		
0238214	06/30/22	P	Parkink	0000029297	3,262.53
			Line Description: SALES TAX (7.75%) PROMOTIONAL ITEMS SHIPPING FEE		
0238215	06/30/22	P	PatWest LLC	0000029177	2,725.00
			Line Description: Westside Restoration Proj		
0238216	06/30/22	P	Premier Security Services Inc	0000002633	425.00
			Line Description: IT Entry Door Access Setup		
0238217	06/30/22	P	Priceless Pet Rescue	0000026000	600.00
			Line Description: Animal Transfer Fee-Jun 2022		
0238218	06/30/22	P	RCS Investigations & Consulting LLC	0000025431	7,500.00
			Line Description: Professional Services Agreemen		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238219	06/30/22	P	RK Engineering Group Inc	0000025933	6,970.00
			Line Description: CrossFit CM Observed Prkng Ana		
0238220	06/30/22	P	Rincon Truck Center Inc	0000013236	3,633.82
			Line Description: 553-Oil Press Sensor		
			Stock-Brake Pads		
			Stock-Batteries		
			Stock- Brake Pads & Belt		
			Stock-Oil Press Sensor		
			Stock-Red Light		
0238221	06/30/22	P	Robert Rycroft	0000029723	5,000.00
			Line Description: Refund Permit PS22-00210		
0238222	06/30/22	P	SHI International Corp	0000016007	6,849.30
			Line Description: GATEWAY SECURITY SUITE BUNDLE		
			COMPUTER EQUIPMENT		
			Patch Cable		
			SOFTWARE ACQUISITION		
0238223	06/30/22	P	Saddleback College Foundation	0000005035	360.00
			Line Description: NatnlRegistryExam Diamond Hibba		
			NatnlRegistryExam Diamond Hibba		
0238224	06/30/22	P	SiteOne Landscape Supply LLC	0000024133	2,451.12
			Line Description: Supplies		
			Tree Tie		
			Supplies		
0238225	06/30/22	P	South Coast Emergency Vehicle Services	0000003643	1,930.39
			Line Description: Stock-Gasket		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 523-Latch 515-Vernier Throttle & Assy		
0238226	06/30/22	P	Southern California Shredding Inc	0000025605	400.00
			Line Description: ON-SITE SHREDDING SERVICES		
0238227	06/30/22	P	Stree Crete	0000029585	8,162.06
			Line Description: Sales Tax 7.75% Replacment Globes for Decorati		
0238228	06/30/22	P	Talimar Systems Inc	0000025939	5,505.83
			Line Description: PRODUCTS SALES TAX COMPLETE INSTALLATION DISASSEMBLY OF EXISITING		
0238229	06/30/22	P	Tecta America	0000003718	1,354.00
			Line Description: Sealed Open Metal Seams		
0238230	06/30/22	P	The Code Group Inc	0000025073	1,080.00
			Line Description: Building Tech Services		
0238231	06/30/22	P	Tillmann Forensic Investigation LLC	0000025643	357.00
			Line Description: Professional Services Agreemen		
0238232	06/30/22	P	Time Warner Cable	0000011202	272.16
			Line Description: Equipment Charges		
0238233	06/30/22	P	Triton Technology Solutions Inc	0000021687	1,940.00
			Line Description: Audio/Video Technology Repair Audio/Video Technology Repair		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238234	06/30/22	P	Tyler Technologies Inc	0000027279	14,515.00
		<i>Line Description:</i>	LAND MANAGEMENT SYSTEM SOFTWARE MAINTENANCE		
0238235	06/30/22	P	United Site Services of California Inc	0000015552	245.14
		<i>Line Description:</i>	Portable ToiletSvc 5/12-6/7/22 Portable ToiletSvc4/27-5/24/22		
0238236	06/30/22	P	Verizon Wireless	0000008717	295.60
		<i>Line Description:</i>	5/18-6/17		
0238237	06/30/22	P	VincentBenjamin	0000024972	5,110.40
		<i>Line Description:</i>	Vacancy Fill-Erika Henderson Temp Svc-Acct Spl w/e 6/19/22 Temp Svc-Acct w/e 6/19/22		
0238238	06/30/22	P	Walters Wholesale Electric Co	0000011706	3,108.59
		<i>Line Description:</i>	DDL Lining Control		
0238239	06/30/22	P	Waterline Technologies Inc	0000014520	1,173.79
		<i>Line Description:</i>	DRC Pool Treatment/Chemicals DRC Pool Treatment		
0238240	06/30/22	P	Waxie Sanitary Supply	0000004480	10,540.71
		<i>Line Description:</i>	Warehouse Floor Stock Warehouse Floor Stock		
0238241	06/30/22	P	West Coast Fence Co	0000021495	1,495.00
		<i>Line Description:</i>	Cord Drill Bark Pk Gate & Fence Repair		



Report ID: CCM2001

City of Costa Mesa Accounts Payable

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**SUMMARY CHECK REGISTER**

Run Date Jul 01, 2022

Bank: CITY

Run Time 12:38:03 PM

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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*Line Description:* Back Shop Repair @ TAC

**TOTAL \$2,040,157.51**

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013605	06/30/22	P	Albert Spencer	0000004120	763.13
			Line Description: QTRLY RETIREE MED INS PMT		
013606	06/30/22	P	Allan L Roeder	0000003720	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013607	06/30/22	P	Allen D Huggins	0000002589	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013608	06/30/22	P	Andres Sepulveda	0000003988	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013609	06/30/22	P	Andrew Chalkley	0000025404	753.00
			Line Description: QTRLY RETIREE MED INS PMT		
013610	06/30/22	P	Ann Shultz	0000006607	660.66
			Line Description: QTRLY RETIREE MED INS PMT		
013611	06/30/22	P	Anna Rodriguez	0000003847	1,053.00
			Line Description: Qtrly Retiree Med Ins Pymnt		
013612	06/30/22	P	Arthur V Beames Jr	0000017738	67.33
			Line Description: QTRLY RETIREE MED INS PMT		
013613	06/30/22	P	Baltazar Mejia	0000023439	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013614	06/30/22	P	Betty Garcia	0000024432	652.95
			Line Description: QTRLY RETIREE MED INS PMT		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013615	06/30/22	P	Bobby Y Masuzumi	0000003081	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013616	06/30/22	P	Brad Edwards	0000022130	853.05
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013617	06/30/22	P	Brian W Roberts	0000006274	698.82
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013618	06/30/22	P	Bruce Hartley	0000011119	648.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013619	06/30/22	P	Bruce McGregor	0000011206	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013620	06/30/22	P	Bruce R Ballinger	0000001167	412.37
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013621	06/30/22	P	Bruce Radomski	0000003742	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013622	06/30/22	P	Bruce W Covey	0000013041	660.66
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013623	06/30/22	P	Bryan Glass	0000002342	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013624	06/30/22	P	Cameron Phillips	0000005875	903.00
			Line Description: QTRLY RETIREE MED INS PMT		
013625	06/30/22	P	Carl McConnell	0000013933	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
013626	06/30/22	P	Charles A Bassett	0000011742	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013627	06/30/22	P	Charles F Carr	0000006236	865.50
			Line Description: QTRLY RETIREE MED INS PMT		
013628	06/30/22	P	Charles J Oliver Jr	0000009684	553.05
			Line Description: QTRLY RETIREE MED INS PMT		
013629	06/30/22	P	Charlotte Bluell	0000008644	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013630	06/30/22	P	Cherie M Pittington	0000003641	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013631	06/30/22	P	Cheryl R Helwig	0000006915	393.23
			Line Description: QTRLY RETIREE MED INS PMT		
013632	06/30/22	P	Chris Goldworthy	0000029067	853.05
			Line Description: QTRLY RETIREE MED INS PMT		
013633	06/30/22	P	Christina Powell OBrien	0000016961	355.07
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013634	06/30/22	P	Christopher B Bates	0000001213	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013635	06/30/22	P	Christopher G Walk	0000004450	1,071.00
			Line Description: QTRLY RETIREE MED INS PMT		
013636	06/30/22	P	Christopher J Boyd	0000001363	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013637	06/30/22	P	Christopher K Brimhall	0000001402	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013638	06/30/22	P	Christopher Kudelka	0000005822	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013639	06/30/22	P	Clay G Epperson	0000002141	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013640	06/30/22	P	Corrie Viera	0000019128	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
013641	06/30/22	P	Curt D Yoder	0000004601	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013642	06/30/22	P	D Dennis Johnson	0000011317	546.08
			Line Description: QTRLY RETIREE MED INS PMT		

## SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013643	06/30/22	P	Dale H Ashley	0000010564	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013644	06/30/22	P	Dale R Birney	0000001277	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013645	06/30/22	P	Dan Stevenson	0000013602	546.08
			Line Description: QTRLY RETIREE MED INS PMT		
013646	06/30/22	P	Dana Potts	0000008186	853.05
			Line Description: QTRLY RETIREE MED INS PMT		
013647	06/30/22	P	Dane Bora	0000001344	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013648	06/30/22	P	Danny Hogue	0000006802	526.95
			Line Description: QTRLY RETIREE MED INS PMT		
013649	06/30/22	P	Darlene Bell	0000005602	125.91
			Line Description: QTRLY RETIREE MED INS PMT		
013650	06/30/22	P	Darrel Raney	0000005800	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013651	06/30/22	P	David A Dye	0000002065	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013652	06/30/22	P	David C Goerke	0000009386	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013653	06/30/22	P	David Hollister	0000021620	1,053.00
			<i>Line Description:</i>		
013654	06/30/22	P	David K Makiyama	0000003041	1,003.05
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013655	06/30/22	P	David Maurer	0000007564	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013656	06/30/22	P	David S Andersen	0000001040	903.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013657	06/30/22	P	David Sorge	0000004068	319.12
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013658	06/30/22	P	David Tait	0000022487	698.82
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013659	06/30/22	P	Dawna Myers	0000003273	952.95
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013660	06/30/22	P	Deborah Zimmerman	0000023438	853.05
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013661	06/30/22	P	Debra Yasui	0000007276	903.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013662	06/30/22	P	Dee Dee H Nelson	0000006575	164.07
			Line Description: QTRLY RETIREE MED INS PMT		
013663	06/30/22	P	Dennis B Sanders	0000003910	256.38
			Line Description: QTRLY RETIREE MED INS PMT		
013664	06/30/22	P	Diane Butler	0000008078	235.44
			Line Description: QTRLY RETIREE MED INS PMT		
013665	06/30/22	P	Diane M Jarrett	0000007645	469.66
			Line Description: QTRLY RETIREE MED INS PMT		
013666	06/30/22	P	Don Holford	0000006025	753.00
			Line Description: QTRLY RETIREE MED INS PMT		
013667	06/30/22	P	Donald B Brown	0000004900	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013668	06/30/22	P	Doneen J Westenhaver	0000009746	289.60
			Line Description: QTRLY RETIREE MED INS PMT		
013669	06/30/22	P	Donna Fagot	0000013934	20.34
			Line Description: QTRLY RETIREE MED INS PMT		
013670	06/30/22	P	Donna J Theriault	0000005411	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013671	06/30/22	P	Doug Johnson	0000005743	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		



## SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013672	06/30/22	P	Doug Lovell	0000018477	652.95
			Line Description: QTRLY RETIREE MED INS PMT		
013673	06/30/22	P	Doug Prochnow	0000012127	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013674	06/30/22	P	Douglas Wilson	0000006759	550.41
			Line Description: QTRLY RETIREE MED INS PMT		
013675	06/30/22	P	Edward Dryzmala	0000006686	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013676	06/30/22	P	Edward H Hunter	0000002597	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013677	06/30/22	P	Edward Petros	0000003615	622.39
			Line Description: QTRLY RETIREE MED INS PMT		
013678	06/30/22	P	Edward W Lewis	0000002956	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013679	06/30/22	P	Elaine C Chiang	0000007135	24.41
			Line Description: QTRLY RETIREE MED INS PMT		
013680	06/30/22	P	Ellen M Fenwick	0000023268	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013681	06/30/22	P	Eric Johnson	0000002765	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
013682	06/30/22	P	Eric McVey	0000007918	903.00
			Line Description: QTRLY RETIREE MED INS PMT		
013683	06/30/22	P	Ernesto A Munoz	0000003261	471.12
			Line Description: QTRLY RETIREE MED INS PMT		
013684	06/30/22	P	Florine T Reichle	0000003787	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013685	06/30/22	P	Frank Fantino	0000005635	670.17
			Line Description: QTRLY RETIREE MED INS PMT		
013686	06/30/22	P	Frederick T Seguin	0000003981	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013687	06/30/22	P	Gaetano Russo	0000019793	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013688	06/30/22	P	Gary D Webster	0000004487	978.00
			Line Description: QTRLY RETIREE MED INS PMT		
013689	06/30/22	P	Gary Mc Erlain	0000017407	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013690	06/30/22	P	Gary Wong	0000012009	348.56
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013691	06/30/22	P	Gene Barbee	0000001188	606.56
			Line Description: QTRLY RETIREE MED INS PMT		
013692	06/30/22	P	George A Rose	0000007595	952.95
			Line Description: QTRLY RETIREE MED INS PMT		
013693	06/30/22	P	George J Yezbick Jr	0000005045	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013694	06/30/22	P	George L Lorton	0000002995	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013695	06/30/22	P	Georgia A Ethier	0000002154	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013696	06/30/22	P	Gerald S Vasquez	0000006833	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013697	06/30/22	P	Gerald W Stucky	0000004172	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013698	06/30/22	P	Gerard J Stukkie	0000004174	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013699	06/30/22	P	Gregg A Steward	0000004159	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

## SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013700	06/30/22	P	Gregory Beutz	0000001261	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013701	06/30/22	P	Gregory J Edwards	0000001384	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013702	06/30/22	P	Gregory Knackert	0000017588	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013703	06/30/22	P	Gregory LaFave	0000014549	553.05
			Line Description: QTRLY RETIREE MED INS PMT		
013704	06/30/22	P	Gregory P Scott	0000003963	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013705	06/30/22	P	H Michael Griffin	0000006936	83.37
			Line Description: QTRLY RETIREE MED INS PMT		
013706	06/30/22	P	Harlan Pauley	0000003569	555.59
			Line Description: QTRLY RETIREE MED INS PMT		
013707	06/30/22	P	Helen Nenadal	0000022319	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013708	06/30/22	P	Helene Rosenbaum	0000003861	125.91
			Line Description: QTRLY RETIREE MED INS PMT		
013709	06/30/22	P	Herbert C Ohde Jr	0000003399	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013710	06/30/22	P	Holly L Carver	0000001597	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013711	06/30/22	P	Jack D Schuitt	0000003952	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013712	06/30/22	P	Jack Koch	0000002859	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013713	06/30/22	P	Jack L Archer	0000001062	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013714	06/30/22	P	Jack T Stewart	0000013411	400.05
			Line Description: QTRLY RETIREE MED INS PMT		
013715	06/30/22	P	James C Wysong	0000004594	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013716	06/30/22	P	James D Watson	0000004476	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013717	06/30/22	P	James E Higgins Jr	0000007687	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013718	06/30/22	P	James M Ellis	0000002107	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013719	06/30/22	P	James M Gottenbos	0000002385	348.56
			Line Description: QTRLY RETIREE MED INS PMT		
013720	06/30/22	P	James Morrison	0000010566	460.59
			Line Description: QTRLY RETIREE MED INS PMT		
013721	06/30/22	P	James N Dibble	0000005626	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013722	06/30/22	P	James R Wilke Jr	0000004555	528.00
			Line Description: QTRLY RETIREE MED INS PMT		
013723	06/30/22	P	James T Warnack	0000004465	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013724	06/30/22	P	Jana L Cacho	0000010556	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013725	06/30/22	P	Jane Duenweg	0000021556	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013726	06/30/22	P	Jeanette Chervony	0000018986	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013727	06/30/22	P	Jeanette Zangger	0000006655	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013728	06/30/22	P	Jeff B Janzen	0000002735	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013729	06/30/22	P	Jeffery E Skee	0000005410	978.00
			Line Description: QTRLY RETIREE MED INS PMT		
013730	06/30/22	P	Jeffrey J McCann	0000003101	1,003.05
			Line Description: QTRLY RETIREE MED INS PMT		
013731	06/30/22	P	Jeffrey T Peters	0000003608	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013732	06/30/22	P	Jerauld D Holloway	0000002556	678.00
			Line Description: QTRLY RETIREE MED INS PMT		
013733	06/30/22	P	Jerry A Scheer	0000007789	326.43
			Line Description: QTRLY RETIREE MED INS PMT		
013734	06/30/22	P	John Bull	0000003233	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013735	06/30/22	P	John D Hensley	0000013672	316.92
			Line Description: QTRLY RETIREE MED INS PMT		
013736	06/30/22	P	John F Downey	0000009004	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
013737	06/30/22	P	John K Susman	0000006349	460.59
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013738	06/30/22	P	John L Skinner	0000004038	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013739	06/30/22	P	John S Michalec	0000019250	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013740	06/30/22	P	John W Mullin	0000010568	952.95
			Line Description: QTRLY RETIREE MED INS PMT		
013741	06/30/22	P	Jon B Whitcomb	0000005651	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
013742	06/30/22	P	Jon Doezie	0000009385	853.05
			Line Description: QTRLY RETIREE MED INS PMT		
013743	06/30/22	P	Jose Tovar	0000004283	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013744	06/30/22	P	Judith G Covey	0000009690	441.01
			Line Description: QTRLY RETIREE MED INS PMT		
013745	06/30/22	P	Judy Vickers	0000007219	553.05
			Line Description: QTRLY RETIREE MED INS PMT		
013746	06/30/22	P	Karen L Adams	0000000899	240.49
			Line Description: QTRLY RETIREE MED INS PMT		
013747	06/30/22	P	Karen S Goettsch	0000013935	660.66
			Line Description: QTRLY RETIREE MED INS PMT		



Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013748	06/30/22	P	Kathleen Ulrich	0000025407	355.07
			Line Description: QTRLY RETIREE MED INS PMT		
013749	06/30/22	P	Kayoko Hayman	0000005785	526.95
			Line Description: QTRLY RETIREE MED INS PMT		
013750	06/30/22	P	Keith Davis	0000008187	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013751	06/30/22	P	Kelly Vucinic	0000010967	1,053.00
			Line Description:		
013752	06/30/22	P	Kenneth J Leake	0000011246	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013753	06/30/22	P	Kevin Diamond	0000001989	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013754	06/30/22	P	Kevin T Meng	0000003133	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013755	06/30/22	P	Kurt Lystne	0000008712	802.95
			Line Description: QTRLY RETIREE MED INS PMT		
013756	06/30/22	P	Lance Nakamoto	0000003280	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013757	06/30/22	P	Larry Bell	0000007802	502.95
			Line Description: QTRLY RETIREE MED INS PMT		
013758	06/30/22	P	Larry Dreiman	0000018972	753.00
			Line Description: QTRLY RETIREE MED INS PMT		
013759	06/30/22	P	Laura Glnther	0000023134	469.66
			Line Description: QTRLY RETIREE MED INS PMT		
013760	06/30/22	P	Lawrence N Hennen	0000002506	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013761	06/30/22	P	Leonard Goodsir	0000002378	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013762	06/30/22	P	Lester H Gogerty III	0000002359	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013763	06/30/22	P	Lily Martinez	0000003071	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013764	06/30/22	P	Linda A Matthews	0000003089	490.50
			Line Description: QTRLY RETIREE MED INS PMT		
013765	06/30/22	P	Linda F Divino	0000009007	149.67
			Line Description: QTRLY RETIREE MED INS PMT		
013766	06/30/22	P	Loren P Wyrick	0000004593	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013767	06/30/22	P	Madeline A Miller	0000003179	546.08
			Line Description: QTRLY RETIREE MED INS PMT		
013768	06/30/22	P	Maher Nawar	0000004714	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013769	06/30/22	P	Mamo D Arruda	0000001081	240.49
			Line Description: QTRLY RETIREE MED INS PMT		
013770	06/30/22	P	Marc Yuhasz	0000004609	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013771	06/30/22	P	Marguerite De La Torre	0000004997	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013772	06/30/22	P	Marie Thompson	0000000038	83.37
			Line Description: QTRLY RETIREE MED INS PMT		
013773	06/30/22	P	Marilyn Golden	0000017028	316.92
			Line Description: QTRLY RETIREE MED INS PMT		
013774	06/30/22	P	Marilyn Guimond	0000015161	201.20
			Line Description: QTRLY RETIREE MED INS PMT		
013775	06/30/22	P	Marilyn K Sutton	0000004201	469.66
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013776	06/30/22	P	Martin P Carver	0000001598	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013777	06/30/22	P	Marty Huguenin	0000002591	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013778	06/30/22	P	Mary R Delaney	0000015807	316.92
			Line Description: QTRLY RETIREE MED INS PMT		
013779	06/30/22	P	Matthew J Collett	0000001720	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013780	06/30/22	P	Mel Lee	0000010320	853.05
			Line Description: QTRLY RETIREE MED INS PMT		
013781	06/30/22	P	Meloni Smith McMinimy	0000006847	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013782	06/30/22	P	Michael A Cacho	0000001471	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013783	06/30/22	P	Michael A Cohen	0000006586	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013784	06/30/22	P	Michael A Guevara	0000005099	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013785	06/30/22	P	Michael R Balsis	0000009424	553.05
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013786	06/30/22	P	Michael S Fantozzi	0000004715	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013787	06/30/22	P	Michael S Hastert	0000006107	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013788	06/30/22	P	Michael T Dyer	0000002067	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013789	06/30/22	P	Mitchell B Johnson	0000002770	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013790	06/30/22	P	Morris House	0000002578	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013791	06/30/22	P	Muriel Ullman	0000001244	278.65
			Line Description: QTRLY RETIREE MED INS PMT		
013792	06/30/22	P	Nancy M Croft	0000016184	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013793	06/30/22	P	Norman K Schurb	0000003957	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013794	06/30/22	P	Olivia Ramirez	0000003750	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013795	06/30/22	P	Patricia J Steele	0000014443	393.23
			Line Description: QTRLY RETIREE MED INS PMT		
013796	06/30/22	P	Patty R Brown	0000001423	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013797	06/30/22	P	Paul Beckman	0000005998	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013798	06/30/22	P	Paul Dondero	0000002023	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013799	06/30/22	P	Paul Moody	0000008766	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013800	06/30/22	P	Paul V Starn	0000010841	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013801	06/30/22	P	Perry L Valantine	0000004384	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013802	06/30/22	P	Peter Czenze	0000013313	685.23
			Line Description: QTRLY RETIREE MED INS PMT		
013803	06/30/22	P	Peter Naghavi	0000007860	584.24
			Line Description: QTRLY RETIREE MED INS PMT		
013804	06/30/22	P	Phil Dickens	0000005801	555.59
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013805	06/30/22	P	Philip Hartman	0000002474	460.59
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013806	06/30/22	P	Philip T Worsman	0000004585	612.88
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013807	06/30/22	P	Phillip R Schmuck	0000003947	215.96
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013808	06/30/22	P	Phyllis Schiel	0000023427	289.60
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013809	06/30/22	P	Randall Buck	0000005730	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013810	06/30/22	P	Randall J Croll	0000013426	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013811	06/30/22	P	Raul Perez	0000012128	319.12
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013812	06/30/22	P	Raymond T Pawloski	0000003572	348.56
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013813	06/30/22	P	Rebekah Tapie	0000004719	240.49
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013814	06/30/22	P	Rene Carrera	0000029400	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013815	06/30/22	P	Renee K Farden	0000016962	469.66
			Line Description: QTRLY RETIREE MED INS PMT		
013816	06/30/22	P	Richard Allum	0000000987	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013817	06/30/22	P	Richard Boucher	0000014716	460.59
			Line Description: QTRLY RETIREE MED INS PMT		
013818	06/30/22	P	Richard J Johnson	0000005620	670.17
			Line Description: QTRLY RETIREE MED INS PMT		
013819	06/30/22	P	Richard Kirkbride	0000007614	97.55
			Line Description: QTRLY RETIREE MED INS PMT		
013820	06/30/22	P	Richard S Greer	0000002413	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013821	06/30/22	P	Richard Simons	0000022287	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013822	06/30/22	P	Robert Bork	0000001350	660.66
			Line Description: QTRLY RETIREE MED INS PMT		
013823	06/30/22	P	Robert Crogan	0000001876	324.45
			Line Description: QTRLY RETIREE MED INS PMT		



Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013824	06/30/22	P	Robert F O'Brien	0000012731	233.69
			Line Description: QTRLY RETIREE MED INS PMT		
013825	06/30/22	P	Robert Gagne	0000002291	2,457.00
			Line Description: QTRLY RETIREE MED INS PMT		
013826	06/30/22	P	Robert J Durham	0000006151	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013827	06/30/22	P	Robert J Pesce	0000003604	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
013828	06/30/22	P	Robert Moody	0000003215	777.12
			Line Description: QTRLY RETIREE MED INS PMT		
013829	06/30/22	P	Robert Pignone	0000003634	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013830	06/30/22	P	Robert Sharpnack	0000004004	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013831	06/30/22	P	Robert Van Sickle	0000004394	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013832	06/30/22	P	Robert W Reynolds	0000003801	936.00
			Line Description: QTRLY RETIREE MED INS PMT		

## SUMMARY CHECK REGISTER

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013833	06/30/22	P	Robert W Stinman	0000018058	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013834	06/30/22	P	Robindale Shepherd	0000009851	612.33
			Line Description: QTRLY RETIREE MED INS PMT		
013835	06/30/22	P	Ronald Cloe	0000001693	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013836	06/30/22	P	Ronald J Chamberlin	0000014890	553.05
			Line Description: QTRLY RETIREE MED INS PMT		
013837	06/30/22	P	Ronald P Stone	0000004167	802.95
			Line Description: QTRLY RETIREE MED INS PMT		
013838	06/30/22	P	Ronald Penley	0000024437	502.02
			Line Description: QTRLY RETIREE MED INS PMT		
013839	06/30/22	P	Rosemary Dodson	0000012364	431.50
			Line Description: QTRLY RETIREE MED INS PMT		
013840	06/30/22	P	Rosemary Vidales	0000004418	790.50
			Line Description: QTRLY RETIREE MED INS PMT		
013841	06/30/22	P	Ross E McKelvey	0000009897	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013842	06/30/22	P	Russell C Parker	0000007435	436.95
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013843	06/30/22	P	Russell J Yankie	0000015036	460.59
			Line Description: QTRLY RETIREE MED INS PMT		
013844	06/30/22	P	Sandi Lishka	0000015808	507.81
			Line Description: QTRLY RETIREE MED INS PMT		
013845	06/30/22	P	Sandra B Benson	0000006459	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013846	06/30/22	P	Scott A May	0000003092	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013847	06/30/22	P	Shawn Brosamer	0000001416	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013848	06/30/22	P	Shawn Leffingwell	0000006331	1,003.05
			Line Description: QTRLY RETIREE MED INS PMT		
013849	06/30/22	P	Stephen G Calles	0000009071	685.23
			Line Description: QTRLY RETIREE MED INS PMT		
013850	06/30/22	P	Stephen R Tiedeman	0000004258	936.00
			Line Description: QTRLY RETIREE MED INS PMT		
013851	06/30/22	P	Stephen Ridgway	0000003815	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013852	06/30/22	P	Steven Labbitt	0000002887	978.00
			Line Description: QTRLY RETIREE MED INS PMT		
013853	06/30/22	P	Stewart C Godshall	0000002355	751.65
			Line Description: QTRLY RETIREE MED INS PMT		
013854	06/30/22	P	Sue Hupp	0000001879	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013855	06/30/22	P	Susan Baldwin	0000010199	202.34
			Line Description: QTRLY RETIREE MED INS PMT		
013856	06/30/22	P	Susan L Larimore	0000002911	316.92
			Line Description: QTRLY RETIREE MED INS PMT		
013857	06/30/22	P	Thanh P Bui	0000005710	594.63
			Line Description: QTRLY RETIREE MED INS PMT		
013858	06/30/22	P	Thomas C Wood	0000004757	393.23
			Line Description: QTRLY RETIREE MED INS PMT		
013859	06/30/22	P	Thomas Clevenger	0000009747	715.50
			Line Description: QTRLY RETIREE MED INS PMT		
013860	06/30/22	P	Thomas J Lazar	0000002925	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013861	06/30/22	P	Thomas K Coute Sr	0000009384	640.50
			Line Description: QTRLY RETIREE MED INS PMT		

Bank: DDP1  
Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013862	06/30/22	P	Thomas R Caldwell	0000012035	1,015.50
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013863	06/30/22	P	Timothy Schennum	0000003943	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013864	06/30/22	P	Timothy Starn	0000005549	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013865	06/30/22	P	Timothy Sweet	0000015387	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013866	06/30/22	P	Tom A Curtis	0000001898	460.59
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013867	06/30/22	P	Tom G Winter	0000005460	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013868	06/30/22	P	Trudy E Nuzum	0000003379	383.72
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013869	06/30/22	P	Vernon D Hupp	0000002604	698.82
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013870	06/30/22	P	Walter M Dill	0000007117	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		

## SUMMARY CHECK REGISTER

Bank: DDP1  
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013871	06/30/22	P	Walter S Silver Jr	0000004026	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013872	06/30/22	P	Wanda Ayers	0000011741	652.95
			Line Description: QTRLY RETIREE MED INS PMT		
013873	06/30/22	P	Wayne Martin	0000005885	641.53
			Line Description: QTRLY RETIREE MED INS PMT		
013874	06/30/22	P	Wayne Riedmann	0000006022	555.59
			Line Description: QTRLY RETIREE MED INS PMT		
013875	06/30/22	P	Wendell L Maberry	0000003031	698.82
			Line Description: QTRLY RETIREE MED INS PMT		
013876	06/30/22	P	Willa Bouwens Killeen	0000014940	1,053.00
			Line Description: QTRLY RETIREE MED INS PMT		
013877	06/30/22	P	William A Folsom	0000021819	436.95
			Line Description: QTRLY RETIREE MED INS PMT		
013878	06/30/22	P	William B Ellwood	0000006789	412.37
			Line Description: QTRLY RETIREE MED INS PMT		
013879	06/30/22	P	William C Taylor	0000004229	202.34
			Line Description: QTRLY RETIREE MED INS PMT		
013880	06/30/22	P	William F McLean	0000013455	698.82
			Line Description: QTRLY RETIREE MED INS PMT		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013881	06/30/22	P	William H Bechtel	0000001224	641.53
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013882	06/30/22	P	William J Morris	0000003236	230.72
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013883	06/30/22	P	William L Adams	0000009869	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013884	06/30/22	P	William M Moss	0000003241	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013885	06/30/22	P	William P Redmond	0000003775	1,053.00
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013886	06/30/22	P	William Raymer	0000003761	698.82
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
013887	06/30/22	P	William Verderber	0000005625	407.51
			<i>Line Description:</i> QTRLY RETIREE MED INS PMT		
					<b>TOTAL \$207,072.90</b>

Bank: DDP1  
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013888	06/30/22	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay July 2022		
013889	06/30/22	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Jul 2022		
013890	06/30/22	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Jul 2022		
013891	06/30/22	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Jul 2022		
013892	06/30/22	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Jul 2022		
013893	06/30/22	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Jul 2022		
013894	06/30/22	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Jul 2022		
013895	06/30/22	P	Gale Tusso	0000017460	233.08
			Line Description: 1% Supplemental Pay Jul 2022		
013896	06/30/22	P	Gary D Webster	0000004487	1,204.44
			Line Description: 1% Supplemental Pay July 2022		
013897	06/30/22	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay July 2022		



Bank: DDP1  
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013898	06/30/22	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Jul 2022		
013899	06/30/22	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTd Payment-Jul 2022		
013900	06/30/22	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay July 2022		
013901	06/30/22	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Jul 2022		
013902	06/30/22	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Jul 2022		
013903	06/30/22	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Jul 2022		
013904	06/30/22	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Jul 2022		
013905	06/30/22	P	Richard J Johnson	0000005620	1,255.60
			Line Description: 1% Supplemental Pay Jul 2022		
013906	06/30/22	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Jul 2022		

Report ID: CCM2001

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

Page No. 3

Run Date Jul 01, 2022

Run Time 12:46:20 PM

Bank: DDP1  
Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013907	06/30/22	P	William H Bechtel	0000001224	1,622.58
<i>Line Description:</i> 1% Supplemental Pay Jul 2022					
<b>TOTAL</b>					<b>\$22,037.03</b>

End of Report

City of Costa Mesa Accounts Payable  
CCM OVERFLOW CHECK LISTINGBank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238246	07/07/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0238247	07/07/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0238248	07/07/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<b>TOTAL</b>					<b>0.00</b>

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216 \* 559 - 18 +

6 \* 107 \* 43 +

18 \* 558 \* 83 +

003

241 \* 225 - 44 \*

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238244	07/07/22	P	Handy Industrial Inc	0000028917	71,315.46
			<i>Line Description:</i> Retention Payable Proj #20-15		
0238245	07/07/22	P	US Bank	0000002228	129,088.54
			<i>Line Description:</i> CM-Proclamations Frames		
			CM-Arts & Craft Supplies		
			CM-Reg State of 5th Dist		
			CM-reMarkable Activation		
			CM-Hotel Cancellation Fee		
			CM-Step & Repeat Backdrop		
			CM-Coffee Svc for City Mgr		
			CM-Giveaways July 3rd Event		
			CM-Public Svc Wk Decoration		
			CM-Public Svc Wk Refreshment		
			CM-Table Cloth Dry Cleaning		
			CM-Public Svc Wk Refreshment		
			CM-Reg Independence Day Prayer		
			CM-Reg SOS Wild Crazy Taco Nig		
			IT-Cables		
			IT-Avaya 2420 Phone		
			IT-Annual Sub (5/22-5/23)		
			IT-Camtasia Snagit Bundle		
			HT-Office Supplies		
			HR-Supplies for City ID's		
			HR-Recruitment Panel Breakfast		
			CM-ICSC Lodging		
			CM-ICAC Lodging Dep		
			CM-Reg SCAN NATO Awards		
			CM-Wrkng Lunch with Finance		
			CM-Meal for City Council Mtg		
			CM-Meal for City Council Mtng		
			HR-Meet& Greet		
			HR-Meet & Greet		
			HR-Fire Recruitment		
			HR-Wellness Program		
			HR-Service Award Supplies		
			HR-Service Awards Supplies		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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*Line Description:* CM-Office Supplies  
 CM-Outreach Transportation  
 HR-Fire Recruitment  
 HR-Job Advertisement  
 Employee Services Award  
 CM-Employee Svc Award  
 FIN-Department Meeting  
 FIN-Xtra Cmptr Charger (R)  
 FIN-Budget Team Working Lunch  
 CM-ICSC Flights  
 CM-ICSC Lodging  
 CM-Printer Toner  
 CM-Reg SOY Event  
 CM-ICSC Insurance  
 CM-Council Mtng Food  
 CM-ICSC Booth Supplies  
 CM-ICSC Fregiht Charge  
 CM-ICSC Furniture Rental  
 CM-reMarkable Monthly Charge  
 CM-ICSC Boarding Flight Charge  
 Fin-Mesa Water Dist Utilities  
 CM-Business Lunch Mtng  
 PCS-Linen Svc  
 PCS-Amazon Prime  
 PCS-Name Badges for PACS  
 PCS-PAC S Mtng Refreshments  
 PCS-Youth Sports T-shirts  
 PCS-Arts & Craft Supplies  
 PCS-Teem Prog Excursion Fee  
 PCS-Equipmnet for Mobile Prog  
 PCS-Day Camp T-shirts  
 PCS-Day Camp Excursion Dep  
 PCS-Day Camp Health Supplies  
 PCS-Day Camp Office Supplies  
 PCS-Teen Camp Arts & Craft  
 PCS-Teem Camp Excursion Dep  
 PCS-Teen Camp Food and Supplie  
 PCS-Earth Day Supplies  
 PCS-Art Kit Supl;oes

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			PCS-ARTventure Website Domain		
			PCS-City of Art Branded Items		
			PCS-Wireless Speaker for Exhib		
			PCS-Day Camp T-shirts		
			PCS-Equipment for BCC		
			PCS-ROCKS Prog Equipmnet		
			PCS-Day Camp Excursion Dep		
			PCS-Office Supplies for BCC		
			PCS-Teen Camp Excursion Dep		
			PCS-ROCK Prog Food & Supplies		
			PCS-Office Supokues		
			PCS-Moivs in the Park		
			PCS-Ergonomic Accesory		
			PCS-Ergonomics Assceroy		
			PCS-Sr Birthday Supplies		
			PCS-Mothers Day Brunch Food		
			PCS-Aquatics Equipment		
			PCS-NHCC Equipmnet Maint		
			PCS-NHCC Equipmnet Maint		
			PCS-Sr Center Event Supplies		
			PCS-LEAP Prog Equip		
			PCS-ROCKS Prog Equip		
			PCS-ROCKS Health Items		
			PCS-ROCKS PProg Equip Cr		
			PCS-LEAP Prog Books/Equip		
			PCS-ROCKS Food & Supplies		
			PCS-ROCKS Prog Office Equip		
			PCS-Staff Uniform		
			PCS-Fathers Day Event		
			PCS-Mothers Day Events		
			PCS-Movie Monday License		
			PCS-Independence Day Supp		
			PCS-Art Reception Refreshment		
			PCS-Cricuit Desing Subscriptio		
			PCS-Movie Monday Streaming Svc		
			DS-Training Code Eng		
			DS-Refrigarator @ WSS		
			DS-Equipments Code Eng		
			DS-Fair Housing Cert Exam Cr		

Bank: CITY  
Cycle: AWKLY

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

- DS-Laptop Hub
- DS-Aerpsal Cans
- DS-Coffee Maker
- DS-Headphones Hook
- DS-Dry Erase Marker
- DS-Allstate Protection Plan
- DS-Code Enforcement Classes
- PCS-Office Supplies
- PCS-Amazon Prime Subscription
- PCS-Spring Bark Bash Food/Supp
- PCS-See Reimub Dep
- PCS-Mothers Day Supplies
- PCS-Equipmnet for Decoration
- PCS-Supplies for Bunci Class
- PCS-Supplies for Fathers Day
- PCS-Supplies for Movie Night
- PCS-Independence Day Event Sup
- PCS-Veterans Group Refreshment
- PCS-SOY Fiest Event Tickets
- PCS-Employees Service Award Pr
- PCS-Office Supplies
- PCS-Office Euipment
- PCS-Office Furniture
- DS-Shipping Fee Refund
- DS-Building Inspctor Tools
- DS-Building Tech II Trng Class
- DS-APA Mbrshp
- DS-Lunch Mtng
- DS-City Website
- DS-Bldng Safety Mbrshp
- DS-CAnnabis Subscription
- DS-Trash Cans wiht Wheels
- DS-Permit Tech Online Classes
- PD-Intercom Modules
- PS-Earth Day Event
- PS-OCCMA Mtng Refreshment
- PS-AIS Off Aersoal
- PS-Fuel For Vehicle #342
- PS-Reg for CEAOC Luncheon

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			PD-Frames		
			PD-Wireless Mouse		
			PD-Employee Recognition		
			PD-Employee Recong Photos		
			PD-Employee Recog Engraving		
			PD-Employees Recog Supplies		
			PD-PD Lobby TV Mount		
			PD-Tools		
			PD-Medical Pen Light		
			PD-SBL Lodging		
			PD-Notary Training		
			PD-Spray Adhesitve		
			PD-Inspection Camera		
			PD-Tuition/Drub Abuse		
			PD-Tuition/Trining Mgnt		
			PD-Homicide Sympo Lodging		
			PD-Tuition/700 Armorer Class		
			PD-Tuition/OTS Law Enf Forum		
			PD-Tuition/Traffic Collision		
			PD-Tuition/Trng Mgr Workshop		
			PD-Credit Card Processing Fee		
			PD-Tuition/Courtroom Testimony		
			PD-SWAT Robot Repair		
			PD-Breakfast Mtng		
			PD-Uniform Tailloering		
			PD-Employees Recog Awards		
			PD-Keurig for Maint Lounge		
			PD-Monthly Cloud Storage Fee		
			FD-Water for Fire Stations		
			FD-Reg Interfaith Prayer Brkfs		
			FD-Strategic Planning Wk Suppl		
			FD-Radio Cloning Cable		
			FD-Apple Lightnin Charger		
			FD-Strategic Planning Wk Food		
			FD-Command Staff/CMFA Board Mt		
			FD-Recognition Event Supplies		
			FD-189OC Fuel		
			FD-189OC Meal		
			FD-189OC Lodging		



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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			FD-Air Fresher/Coastal Fire		
			FD-Strategic Planning Coffee		
			FD-Command Staff Mtng Brkfst		
			FD-Strategic Planning Wk Brkfs		
			FD-Coastal Inc/85 Fuel		
			FD-Coastal Fire Fuel		
			FD-Recruitment Interview Mtng		
			FD-Angle Fire Meal		
			FD-Angle Fire Lodging		
			FD-Flagstaff Fire Food		
			FD-Flakstaff Fire Lodging		
			FD-Coastal Fire Fuel		
			FD-Ice Machine		
			FD-ID Printer Tape		
			FD-Uniforms Patches		
			FD-Monthly Digital Image Svc		
			FD-EMS Class Snack/Supplies		
			CC-CCAC Mbrshp		
			CM-MMC Mbrsjj		
			CM-MMC Conference Fee		
			CM-Monthly Subscription		
			PS-Earth Day Event		
			PS-Business Meeting		
			PS-Avaya Display Phone		
			PS-Reg for CEAOC Luncheon		
			PS-Class Reg for R. Nikoui		
			PS-Maint for Blue Beam sub		
			PS-Office Supplies for Admin		
			PS-CEAOC - 6/6/22		
			IT-Office Chair		
			IT-Tools		
			IT-Velcro Rolls		
			IT-External Drives		
			IT-Mounting Screws		
			IT-HP Laserjet Pro Printer		
			IT-Switches, Xp Mod, Pwr Sppl		
			IT-Cables		
			IT-Cables/Tester Kit		
			IT-Tablets For Directors		

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> IT-Mcrsft 4/22-5/22 14600 IT-Online Queuing (Covid) IT-Micrsft 4/22-5/22 11100 IT-Online Mtng Cnfrnce (Covid)		
0238249	07/07/22	P	Banner Bank	0000024288	2,589.68
			<i>Line Description:</i> Retention Payment #20-18		
0238250	07/07/22	P	Buchalter A Professional Corporation	0000028918	13,045.50
			<i>Line Description:</i> Legal Svc-SoCal Recovery		
0238251	07/07/22	P	Costa Mesa Goathill Lions Club	0000029725	520.00
			<i>Line Description:</i> Entry Fee		
<b>TOTAL</b>					<b>\$216,559.18</b>

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0238252	07/08/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction-2214		
0238253	07/08/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction-2214		
0238254	07/08/22	P	Costa Mesa Goathill Lions Club	0000029725	5,000.00
			Line Description: Golf Tournament Donation		
0238255	07/08/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction-2214		
0238256	07/08/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction-2214		
TOTAL					\$6,107.43

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013908	07/08/22	P	Carlos Diaz	0000013277	259.00
			Line Description: Sherman Block SL-CD 7/7-7/9/22		
013909	07/08/22	P	Costa Mesa Employees Association	0000006284	3,024.56
			Line Description: Payroll Deduction-2214		
013910	07/08/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction-2214		
013911	07/08/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			Line Description: Payroll Deduction-2214		
013912	07/08/22	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction-2214		
013913	07/08/22	P	Costa Mesa Police Management Assn	0000005082	200.00
			Line Description: Payroll Deduction-2214		
TOTAL					\$18,558.83



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-806

**Meeting Date:** 7/19/2022

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**TITLE:**

**MINUTES**

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

**RECOMMENDATION:**

City Council approve the Minutes of the Regular meetings of June 7, 2022 and June 21, 2022.



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
JUNE 7, 2022 – CLOSED SESSION - 4:00 P.M. - MINUTES**

**CALL TO ORDER** - The Closed Session meeting was called to order by Mayor Stephens at 4:07 p.m.

**ROLL CALL**

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

Absent: Council Member Chavez, Council Member Reynolds, and Council Member Harper.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: 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.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: Raw Recovery, LLC et al v. City of Costa Mesa, United States District Court, Central District of California.
4. **CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - ONE CASE**  
Pursuant to California Government Code Section 54956.9(d)(4), Potential Litigation.
5. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).

City Council recessed at 4:10 p.m. for Closed Session.

Closed Session adjourned at 5:45 p.m.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
JUNE 7, 2022 – 6:00 P.M. - MINUTES**

**CALL TO ORDER** - The Regular City Council and Successor Agency to the Redevelopment Agency and Housing Authority meeting was called to order by Mayor Stephens at 6:04 p.m.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

Led by Chara Wondercheck.

**MOMENT OF SOLEMN EXPRESSION**

Led by Pastor Phil Eyskens, Lighthouse Church.

**ROLL CALL**

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

Absent: None.

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

**PRESENTATIONS:**

Mayor Stephens Presented Certificates of Recognition to Coach Nate Goellrich of Estancia Baseball Team CIF Southern Section Champions.

Mayor Stephens Presented Certificates of Recognition to Coach Eric Vallely of Newport Harbor High School Boys' Volleyball team CIF Champions.

Mayor Stephens presented a proclamation in honor of Juneteenth 2022.

Mayor Stephens presented a proclamation in honor of LGBTQ+ Pride Month 2022.

Mayor Stephens presented a proclamation in honor of National Gun Violence Awareness Day.

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

Mari Anne Hahn, Newport Harbor Lions Club, thanked City Council and staff for assisting with the Fish Fry.

Marc Vukceovich, spoke on the history of the symbol of the pink triangle and on LGBTQ+ recognition.

Gretchen Harvey, member of the Newport Harbor Lions Club, thanked the City Council and staff for assistance on the Fish Fry, thanked the sponsors, and is proud to have the event come back to the community.

Eric Garcia, spoke on excessive speeding, graffiti around the city, and requested speed bumps at various streets, and unsafe school zones.

Speaker, expressed appreciation to Code Enforcement and the Police Department for solving noise problems on Bay Street.

Jay Humphrey, Costa Mesa, expressed appreciation for the head phones provided during council meetings, spoke on the importance on voting, spoke on development on Harbor Blvd. and no setbacks, and spoke on potential measures on the ballot.

Bonnie Copeland, Newport Harbor Lions Club member, spoke on the Fish Fry event and the carnival, thanked everybody for the community event, and thanked staff and City Council.

Taoward Lee, Newport Harbor Lions Club, thanked staff and Council for supporting the Lions in helping the community, and thanked Council for opening up the street and making space for the carnival.

Speaker, spoke in opposition of the conversion of Motel 6 to a homeless center next to her house on Newport Blvd.

Lily Garcia, Costa Mesa, spoke in opposition of the conversion of Motel 6 to a homeless center next to her house on Newport Blvd.

Matt Garcia, Harbor Soaring Society President, spoke on Harbor Soaring Society educational events, and supports opening the flying field.

Henry Smith, spoke in support of Harbor Soaring Society and opening the flying field.

Wendy Leece, President of Fairview Park Alliance, spoke on Measure AA to preserve Fairview Park as a nature park, protection of vernal fields, and relocating the flying fields away from the vernal pools.

Kim Hendricks, spoke on the fly field in Fairview Park, and spoke on a restoration day on June 11<sup>th</sup> at 9:00 a.m.

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

Council Member Harper requested an update on any ballot measures, and the Harbor Soaring Society, spoke on a Motel 6 conversion, and spoke on urban coyote issues.

Council Member Reynolds addressed Mr. Garcia's issues, requested an update on Fairview Park and Harbor Soaring Society, requested a Project Homekey update and outreach to the community on permanent supportive housing, spoke on the Fish Fry, spoke on the Pilot Cup, Memorial Day parade, Les Miller awards, thanked volunteers for their contribution to the community.



Council Member Chavez spoke on addressing Mr. Garcia's concerns regarding speeding, provided information on My Costa Mesa app for graffiti, spoke on assisting residents that were being displaced, thanked City staff for helping all residents, thanked the Fire Department and Police Department for Memorial Day parade and celebration, and spoke on the importance of voting.

Council Member Gameros thanked the Fire Department strike team for fighting fires in New Mexico, spoke on attending a Memorial Day event at the Harbor Lawn cemetery, and spoke in support of police presence at schools.

Council Member Harlan appreciated and thanked community organizations for their work and events around the city.

Mayor Pro Tem Marr thanked staff for work at the Fish Fry, responded to Marc Vukceвич public comment, requested an update on the City's rental assistance program, clarified that if the One Metro West is on the ballot is up to the applicant not the city, spoke on joining leaders for climate accountability, and requested clarification on the Motel 6 conversion.

Mayor Stephens thanked the Fire and Rescue Department for fighting fires in New Mexico, spoke on the City receiving a \$2.5 million check from Assembly Member Cottie Petrie Norris for a Regional Training Center at Fire Station #4, spoke in memory of Ann Pallo and adjourning the meeting in her honor, and provided information on the July 3<sup>rd</sup> celebration at the Fairgrounds.

**CITY MANAGER REPORT** – Ms. Farrell Harrison announced Brenda Emerick as Acting Emergency Services Manager, congratulated Mr. Sethuraman on the Stormwater community meeting, thanked Lt. Hildemann for his service, spoke on attending the Fish Fry, and thanked the Parks and Community Services Department, and spoke on the Wilson St. Learning Center event.

**CITY ATTORNEY REPORT** – None.

#### **CONSENT CALENDAR (Items 1-9)**

**MOVED/SECOND:** Council Member Reynolds/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 9 except for item 5, which was pulled from the Consent Calendar.

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

Motion carried: 7-0

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

**ACTION:**

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

**2. READING FOLDER**

**ACTION:**

City Council received and filed Claims received by the City Clerk: Interinsurance Exchange of the Automobile Club of Southern California, Chris and Joni Corum, Bret Evans, Alexander Fernando, Philip Josephs, Faye Saur, Kim Schmidt, Carissa Williams.

**3. ADOPTION OF WARRANT RESOLUTION**

**ACTION:**

City Council approved Warrant Resolution No. 2681.

**4. MINUTES**

**ACTION:**

City Council approved the Minutes of the Regular meetings of May 3, 2022, May 17, 2022, and the Study Session minutes of May 10, 2022.

**6. ACCEPTANCE OF THE LIONS PARK PLAYGROUND IMPROVEMENT PROJECT, CITY PROJECT NO. 20-15**

**ACTION:**

1. City Council accepted the work as complete performed by Handy Industrial, Inc., 4228 Lewis Street, Oceanside, California 92056, for the Lions Park Playground Improvement Project, City Project No. 20-15, and authorized the City Clerk to file the Notice of Completion.
2. Authorized the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date and Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**7. ACCEPTANCE OF CITYWIDE ALLEY IMPROVEMENT PROJECT, CITY PROJECT NO. 20-20**

**ACTION:**

1. City Council accepted the work performed by Black Rock Construction Company, 929 Mariner Street, Brea, CA 92821, for the Citywide Alley Improvement Project, City Project No. 20-20, and authorized the City Clerk to file the Notice of Completion.
2. Authorized the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**8. SECOND READING AND ADOPTION OF AN ORDINANCE ENTITLED: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XV (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY**

Written communication was received from Barbara Morihiro.

**ACTION:**

City Council gave second reading to and adopted Ordinance No. 2022-02, entitled: An Ordinance of the City Council of the City of Costa Mesa, California, adding Chapter XV (Unlawful Possession of a Catalytic Converter) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful possession of catalytic converters in the City.

**9. SB 1205 COMPLIANCE REPORT FOR 2021 STATE-MANDATED ANNUAL FIRE INSPECTIONS**

**ACTION:**

City Council adopted Resolution No. 2022-30 to accept the Compliance Report as its report on the status of all 2021 state-mandated annual fire inspections in the City as required by California Health and Safety Code Section 13146.4.

**ITEMS PULLED FROM THE CONSENT CALENDAR**

**5. RESOLUTIONS RELATING TO THE CALLING OF THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022**

**Public Comments:**

Jay Humphrey, Costa Mesa, spoke on candidate statements and rules regarding measures.

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

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

1. City Council adopted Resolution No. 2022-27, read by title only and waived further reading, calling and giving notice to conduct a General Municipal Election on November 8, 2022 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the third, fourth, and fifth districts, for the full term of four years.
2. Adopted Resolution No. 2022-28, read by title only and waived further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.
3. Adopted Resolution No. 2022-29, read by title only and waived further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 8, 2022.

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

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

1. **FISCAL YEAR 2022-23 PROPOSED OPERATING AND CAPITAL IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET AND INTRODUCTION OF AN ORDINANCE TO ESTABLISH CHAPTER VII (AB 481 EQUIPMENT USE POLICY) TO TITLE 14 (POLICE AND LAW ENFORCEMENT) OF THE COSTA MESA MUNICIPAL CODE**

Presentation by Ms. Farrell Harrison, City Manager and Ms. Molina, Finance Director.

Public Comments:

Written communications were received from Jenn Tanaka and Roberto Herrera.

Marc Vukceovich, Costa Mesa, expressed appreciation for funding active transportation.

Cynthia McDonald, Costa Mesa, spoke on committing a certain amount to active transportation, spoke on federal funding to build out projects, safe routes to all schools, using monies for staffing, the need to build out the grid, and adopting an ordinance for a bike plan.

Speaker, spoke on creating a law to help with rent control and creating a rent control program.

Roberto Herrera, Resilience OC, sent a letter and survey regarding housing and security concerns and addressing rising rents.

Ralph Taboada, Costa Mesa, spoke on the 115 Trust and agreed with recommendation Number 7 to deposit up to \$1.5 million from newly available General Fund Balances to the Section 115 Trust Plan to expedite the pay down of pension obligations, develop a written procedure to fund the trust long term, spoke on active transportation projects, and funding for bike racks and signage.

Speaker, spoke on rent control.

Speaker, spoke on rent control.

Speaker, spoke on rent control.

Francis Garcia, spoke on rent control.

Juan Trejo, spoke on rent control.

Eric Garcia, spoke on rent control.

Speaker, Resilience OC, spoke on housing and security being a high priority and advocating for rental assistance and rent control.

Speaker, spoke on the budget process.

Speaker, spoke on monthly income not matching the high cost of housing.

**MOVED/SECOND:** Council Member Reynolds/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

1. City Council approved Resolution 2022-32, adopting the Proposed Fiscal Year 2022-23 Operating and Capital Improvement Program (CIP) Budget; and
2. Approved Salary and Classification Updates Resolutions 2022-35, 2022-36, 2022-37, 2022-38, 2022-39, 2022-40, and 2022-41 to comply with the bargaining groups' MOUs as approved in May and June of 2020, and to update classifications consistent with the Proposed Budget recommendations; and
3. Authorized the appropriation of one additional full time Police Officer position (School Resource Officer) to the City's Table of Organization with a corresponding 50 percent cost sharing from the Newport Mesa Unified School District; and
4. Authorized the appropriation and entered into a purchase agreement for two ambulances through the Houston-Galveston Area Council of Governments (H-GAC) Buy Coop Purchasing contract with Redsky Emergency Vehicles, and authorized the City Manager and City Clerk to execute the necessary documents to support public safety to be funded from the \$500,000 legal settlement set-aside for this purpose; and
5. Authorized the City Manager and/or Finance Director to appropriate upon receipt and transfer American Rescue Plan Act (ARPA) Federal Funds as needed to comply with U.S. Treasury Guidelines and to facilitate audit review and compliance; and return to City Council with a proposed plan to best utilize the second available tranche of ARPA funds to offset economic losses as a result of the pandemic; and
6. Approved Joint Resolution 2022-34 adopting the Housing Authority Budget including Housing and Community Development expenditures for Fiscal Year 2022-23; and
7. If available, upon the closing of FY 2021-22, considered depositing up to \$1.5 million from newly available General Fund Balances to the Section 115 Trust Plan to expedite the pay down of pension obligations; and
8. Approved the City of Costa Mesa's Revised Special Event Rates and request that said rates be reviewed on an annual basis and submitted to City Council for approval; and

**MOVED/SECOND:** Council Member Reynolds/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Motion carried: 7-0

9. Introduced for first reading, by title only, Ordinance No. 2022-03, adding Chapter VII (AB 481 Equipment Use Policy) to Title 14 (Police and Law Enforcement) pursuant to Assembly Bill 481 (AB 481) of Gov. Code Title 1, Div. 7, Chapter 12.8, to establish the City's AB 481 Equipment Use Policy and AB 481 Equipment Inventory.

## **2. ADOPTION OF FISCAL YEAR 2022-23 APPROPRIATIONS LIMIT**

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

**MOVED/SECOND:** Mayor Pro Tem Marr/ Council Member Reynolds

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

City Council adopted Resolution No. 2022-33 establishing the Fiscal Year 2022-2023 Appropriations Limit for the City of Costa Mesa at \$286,881,520, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment.

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

### **1. PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLAN REVIEW, INSPECTIONS, AND STAFFING SERVICES**

Presentation by Mr. Doudar, Building Official.

Public Comments: None.

**MOVED/SECOND:** Mayor Pro Tem Marr/ Mayor Stephens

**MOTION:** Approve recommended actions.

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

Motion carried: 7-0

**ACTION:**

1. City Council approved and authorized the City Manager and City Clerk to execute a five-year Professional Service Agreement (PSA) with each consulting firm listed below from July 1, 2022 - June 30, 2027 in substantially the form as attached and in such final form as approved by the City Attorney for on-call plan review, inspections, and staffing services:
  - 4Leaf, Inc.
  - Bureau Veritas, North America, Inc.
  - CSG Consultants, Inc.
  - Dennis Grubb & Associates, LLC
  - Interwest Consulting Group
  - Melad and Associates, Inc.
  - Scott Fazekas & Associates, Inc.
  - The Code Group, Inc.
2. Authorized the City Manager and City Clerk to execute future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

**2. ADOPT A RESOLUTION 22-XX AND APPROVE A LETTER OF SUPPORT FOR HOUSE RESOLUTION 8**

Presentation by Ms. Farrell Harrison, City Manager.

**Public Comments:**

Written communications were received from lou@majorsurplus.com, Shane Fox, Ronald Chee, Martin Millard, David Hillberg, Durwin Coustaut, Erick Erickson, Dave Evenson, Patrick Caswell, and Heather Hawke from Orange County Gun Owners PAC.

Marc Vukceovich spoke in support of the item and in support of gun control.

**MOVED/SECOND:** Mayor Stephens/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: Council Member Harper.

Absent: None

Motion carried: 6-1

**ACTION:**

City Council adopted of Resolution 2022-31 approving a letter in support of the United States House of Representatives' Resolution 8 (H.R. 8), the Bipartisan Background Checks Act of 2021.

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



**ADJOURNMENT** – The Mayor adjourned the Meeting in Memory of Ann Pallo at 11:01 p.m.

**Minutes adopted on this 19<sup>th</sup> day of July, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Green, City Clerk

DRAFT



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
JUNE 21, 2022 – CLOSED SESSION - 5:00 P.M. - MINUTES**

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

**ROLL CALL**

Present: Council Member Chavez, Council Member Harlan, Council Member Reynolds (Arrived 5:03 p.m.), Mayor Pro Tem Marr, and Mayor Stephens.

Absent: Council Member Gameros and Council Member Harper.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA).

City Council recessed at 5:03 p.m. for Closed Session.

Closed Session adjourned at 6:00 p.m.

**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY  
JUNE 21, 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 Stephens at 6:06 p.m.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

Led by Planning Commissioner Jimmy Vivar.

## **MOMENT OF SOLEMN EXPRESSION**

Led by Pastor Christine Nolf from Redemption Church.

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

## **ROLL CALL**

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

Absent: None.

## **PRESENTATIONS:**

Mayor Stephens provided certificates of Recognition to Newport Harbor High School Girls' Lacrosse Team CIF Champions.

Mayor Stephens provided certificates of Recognition to Newport Harbor High School Girls' Water Polo Team CIF Champions.

Mayor Stephens provided certificates of Recognition to Newport Harbor High School Boys' Water Polo CIF SS Open Division Champions.

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

Speaker, spoke on problems associated with having to move their food truck every ten minutes and requested how to change the time limit.

Chris Corum, spoke on problems associated with a fire at his house and problems with permits.

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

Council Member Reynolds spoke on the storm drain master plan, supports movies in the park at Balearic Park, requested information on food truck rules and food truck zones, participated in the walk audit for Placentia Avenue improvement projects, spoke on creating Public Service Announcements for traffic calming strategies, and spoke on results of the Meyer Place traffic calming measures.

Council Member Chavez spoke on Wilson Blvd. improvements due to recent construction, speeding on Labrador Drive, fireworks issues, spoke on an hourly free meal from 12:00 – 1:00 p.m. at Donald Dungan Library for those under the age of 18, and the July 3<sup>rd</sup> event at the OC Fairgrounds.

Council Member Harlan congratulated the Newport Harbor Baseball team for winning the CIF championship, and thanked Goat Hill Lions Club for hosting a golf tournament.

Mayor Pro Tem Marr read a letter from Bob Ooten, Costa Mesa Sanitary District thanking city employees who assisted with the shredding and compost event.

Mayor Stephens spoke on attendance at Juneteenth Gospel Voices of OC event, Arts in Learning Conservatory event, spoke on playing at the Goat Hill Lions Club golf tournament, thanked the Newport Rib Company for hosting the dinner auction event and raising money for the Altobelli family, is pleased with Randolph St. project improvements, and spoke on the Independence Day celebration on July 3rd at the OC Fairgrounds.

**CITY MANAGER REPORT** – Ms. Farrell Harrison spoke on the Independence Day event on July 3rd, spoke on concerts in the park, spoke on safe and sane fireworks are the only fireworks allowed, spoke on rental assistance programs available, and thanked the Development Services and Building Department for their efforts.

**CITY ATTORNEY REPORT** – None.

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

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

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 11.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

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

ACTION:

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

**2. READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk: Robert Becker, Jeffrey Pham, Mari Shimizu.

**3. ADOPTION OF WARRANT RESOLUTION**

ACTION:

City Council approved Warrant Resolution No. 2682

**4. ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC**

**ACTION:**

City Council adopted Resolution 2022-42 to allow the members of the City Council, Commission, and Committees to participate in the 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.

**5. BIENNIAL REVIEW OF CITY'S CONFLICT OF INTEREST CODE**

**ACTION:**

City Council approved Resolution No. 2022-43 revising the list of designated positions in the City's Conflict of Interest Code.

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

**ACTION:**

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

**7. AGREEMENT FOR DIESEL FUEL PROCUREMENT AND DELIVERY SERVICES WITH MERRIMAC PETROLEUM, INC.**

**ACTION:**

1. City Council approved the Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of diesel fuel in an annual amount not to exceed \$360,000 based upon pricing through an Agreement with the City of Torrance, Bid No. B2019-07, for an initial term of two (2) years effective July 1, 2022.
2. Authorized the City Manager and the City Clerk to execute the agreement and future authorized amendments to the agreement.

**8. AMENDMENT FOR UNLEADED FUEL PROCUREMENT AND DELIVERY SERVICES WITH PINNACLE PETROLEUM, INC.**

**ACTION:**

1. City Council approved Amendment No. 1 to the agreement with Pinnacle Petroleum, Inc., increasing Fiscal Year 2021-2022's annual amount by \$120,000 and increasing the annual not to exceed amount for subsequent years by \$400,000, resulting in annual allocation of \$800,000.
2. Authorized the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

**9. ACCEPTANCE OF THE FAIRVIEW ROAD HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5312(102), CITY PROJECT NO. 19-10**

**ACTION:**

1. City Council accepted the work performed by Hardy & Harper, Inc., for the Fairview Road Highway Safety Improvement Project, Federal Project No. HSIPL-5312(102), City Project No. 19-10, and authorized the City Clerk to file the Notice of Completion.
2. Authorized the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**10. RENEWED MEASURE M (M2) ELIGIBILITY**

**ACTION:**

1. City Council approved the City's Maintenance of Effort (MOE) for Fiscal Year (FY) 2022-23.
2. Approved the M2 Seven-Year Capital Improvement Program (CIP) comprised of the City's Five-Year and future year CIP for FY 2022-23 through FY 2028-29.
3. Adopted Resolution No. 2022-44, for the Update of the Pavement Management Plan.
4. Authorized staff to submit documents to meet M2 Eligibility requirements.

**11. ACCEPTANCE OF CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT**

**ACTION:**

1. City Council accepted \$159,969 CalRecycle's SB 1383 Local Assistance Grant Program that was recently awarded to the City.
2. Authorized the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.

3. Authorized revenue and expense appropriations in the amounts of \$159,969, respectively, to account for the SB 1383 grant award in the City's FY2021-22 State Grant Fund (Fund 231).

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

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

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

Presentation by Ms. Reyes, Assistant to the City Manager and Ms. Lombardi Fries, Travel Costa Mesa President.

Public Comments:

Maurice Mandel, spoke on hotel utilization during the Olympics.

**MOVED/SECOND:** Council Member Reynolds/Mayor Pro Tem Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

**ACTION:**

1. Conducted a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2022-2023.
2. Adopted Resolution No. 2022-45, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2022-23 for the Business Improvement Area (BIA) covering certain Costa Mesa hotels and motels.
3. Approved the use of \$164,000 in Federal American Rescue Plan Funds as revenue recovery for City activities, programs and events, until annual hotel tax and BIA revenues are restored to normal levels.

**2. INTRODUCTION OF AN ORDINANCE TO APPROVE CODE AMENDMENT CO-2022-XX, AMENDING PORTIONS OF TITLE 10 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO PARKING BY PERMIT ONLY AND TO AUTHORIZE RELATED FEES**

Presentation by Mr. Sethuraman, Public Works Director and Ms. Rosales, Transportation Manager.

Public Comments:

Patricia Collen, inquired if a home with five families living together had a limit on the number of cars allowed and if not how is the city going to handle that situation.

Maurice Mandel, spoke on the parking study as being incomplete, submitted a letter, and spoke on problems in the study.

Discussion ensued on including language in the ordinance to allow for flexibility in certain situations; and clarification on an eligible driver.

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

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

**ACTION:**

1. City Council introduced for first reading, by title only, Ordinance No. 2022-04, to approve Code Amendment CO-2022-xx, amending portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees.
2. Approved Amendment No. 3 to the Professional Services Agreement with Dixon Resources Unlimited increasing the maximum compensation by \$60,950 for Residential Permit Parking Support Services, for a total not-to-exceed amount of \$192,950.
3. Authorized the City Manager and the City Clerk to execute the amendment and future authorized amendments to the agreement.

**OLD BUSINESS: NONE.**



## **NEW BUSINESS:**

### **1. APPROVAL OF AMENDMENTS TO CITYWIDE RENTAL ASSISTANCE PROGRAMS FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Presentation by Mr. Nate Robbins, Neighborhood Services Manager, and Alma Reyes, Assistant to the City Manager.

Public Comments:

Roberto Herrera, Resilience OC, spoke on accessible resources, fear and confusion on the rental assistance program, and outreach strategies.

Speaker, spoke on the measures being used to combat rising rent and requested follow up from staff.

Speaker, spoke on losing their job and rental assistance.

Speaker, spoke in appreciation of staff being outside prior to the meeting to survey the community.

Speaker, spoke on supporting the community.

Speaker, spoke on staff involvement.

Speaker, spoke on the average household budget and rent increases.

Speaker, spoke on accessible resources, the rental assistance program, and outreach strategies.

Discussion ensued on outreach, evictions, and funding for legal aid.

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

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

#### **ACTION:**

1. City Council approved Amendment No. 2 to the Subrecipient Agreement (SRA) with Mercy House Living Centers increasing the compensation by \$62,312, for a total Not-To-Exceed amount of \$392,633 for program administration for the City's CDBG-CV Rental Assistance Program for lower-income households without children.

2. Appropriated an allocation of \$500,000 in American Rescue Plan Act (ARPA) funds to augment the HUD funded Rental Assistance Program for Costa Mesa renters, and required ancillary services, if eligible, from this or any other Federal or City available and eligible Fund, as needed.
3. Authorized the City Manager and the City Clerk to execute any new agreements and any and all amendments to existing agreements for the augmented ARPA funding for the Rental Assistance Program to assist Costa Mesa renters to overcome housing instability.

City Council recessed into a break at 9:25 p.m.

City Council reconvened at 9:38 p.m.

2. **FIRST READING OF AN ORDINANCE REVISING CHAPTER III OF TITLE 12 REGARDING THE PARKS, ARTS AND COMMUNITY SERVICES COMMISSION TO REMOVE ARTS FUNCTIONS, FIRST READING OF AN ORDINANCE ADDING CHAPTER IV OF TITLE 12 ESTABLISHING AN ARTS COMMISSION, AND RESULTING DISSOLUTION OF THE CULTURAL ARTS COMMITTEE**

Presentation by Jason Minter, Parks and Community Services Director.

Public Comments: None.

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

**MOTION:** Approve recommended actions with the following changes:

- In Ordinance No. 2022-05, to revise Chapter III of Title 12 regarding the Parks, Arts and Community Services Commission to remove Arts Functions and remove the District residency requirement for the Parks and Community Services Commission and only require residency of Costa Mesa.
- In Ordinance No. 2022-06, to adopt Chapter IV of Title 12 establishing an Arts Commission, with the following residency requirement: Residency in the City shall not be required of all members of the Commission, provided that at least four of the commissioners shall be residents of the City and all members of the commission shall be in the business of or regularly engaged in the practice of the arts in the judgment of the appointing Council Member and Council.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

**ACTION:**

1. City Council read by title only, waived further reading and introduced Ordinance 2022-05 to rename the Parks, Arts and Community Services Commission to Parks and Community Services Commission, remove arts related language, remove the district requirement and only require residency of Costa Mesa.

2. Read by title only, waived further reading and introduced Ordinance 2022-06 to establish an Arts Commission that would serve as an advisory commission to the City Council in matters related to the City's Arts and Culture Master Plan, with the following residency requirement: Residency in the City shall not be required of all members of the Commission, provided that at least four of the commissioners shall be residents of the City and all members of the commission shall be in the business of or regularly engaged in the practice of the arts in the judgment of the appointing Council Member and Council.
3. Authorized a \$100.00 per month stipend for the Arts Commissioners.

**3. PROFESSIONAL SERVICES AGREEMENT WITH TCCG TECH COAST CONSULTING GROUP LLC TO PREPARE AN ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR THE CITY OF COSTA MESA**

Presentation by Mr. Inloes, Economic Development Administrator.

Public Comments:

David Martinez, Costa Mesa, spoke in support of citywide fiber and internet access, redevelopment of commercial and industrial areas, and spoke in support of mixed-use developments.

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

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Gameros and Council Member Harper.

Motion carried: 5-0

**ACTION:**

1. City Council approved and authorized the City Manager and City Clerk to execute an agreement with TCCG Tech Coast Consulting Group LLC (TCCG), for a not-to-exceed amount of \$200,000 for the term of one year with an additional four one-year renewal options, in substantially the form as attached, and in such final form as approved by the City Attorney.
2. Authorized the City Manager and City Clerk to approve future amendments to the agreement with TCCG including potential increases in compensation so long as such amendments are within the annual budget.

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

**ADJOURNMENT** – The Mayor adjourned the Meeting at 10:48 p.m.

**Minutes adopted on this 19<sup>th</sup> day of July, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-782

**Meeting Date:** 7/19/2022

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**TITLE:**

**ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC**

**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 adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

1. 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
2. Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

**BACKGROUND:**

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

On September 17, 2021 the Governor signed into law AB 361, which allows local legislative bodies to continue to meet remotely, and waive certain posting requirements if:

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

**ANALYSIS:**

The City meets the requirements of AB 361 to continue holding meetings remotely in order to ensure the health and safety of the members, public and its employees. Both the California Department of Public Health and the County of Orange Public Health Officer have issued recommendations that members of vulnerable populations (such as older adults and those persons with an elevated risk due to certain medical conditions) continue to practice social distancing. The City cannot ensure social distancing requirements are always met inside the Council Chambers and/or Conference Rooms where the City Council, Commissions, and Committees meet, making it difficult for members of these bodies, City staff, and members of the public to consistently socially distance from each other with absolute certainty.

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

**ALTERNATIVES:**

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

**FISCAL REVIEW:**

There is no fiscal impact associated with this item.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

1. 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
2. Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

## RESOLUTION NO. 2022-xx

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

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

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

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

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

WHEREAS, as of June 28, 2022, the COVID-19 pandemic has killed more than 91,516 Californians;

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

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

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

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

# ATTACHMENT 1

**PASSED AND ADOPTED this \_\_\_ day of \_\_\_, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the \_\_\_ day of \_\_\_, 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





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-804

**Meeting Date:** 7/19/2022

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**TITLE:**

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

**DEPARTMENT:** CITY MANAGER'S OFFICE

**PRESENTED BY:** LORI ANN FARRELL HARRISON, CITY MANAGER

**CONTACT INFORMATION:** ALMA REYES, ASSISTANT TO CITY MANAGER

**RECOMMENDATION:**

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

**BACKGROUND:**

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

A future Strategic Planning session will be scheduled where the current goals and objectives will be evaluated and the City Council and City leadership will identify new key priorities as well as new objectives for the following six months.

**ANALYSIS:**

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

**THREE-YEAR GOALS AND PRIORITIES:**

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

- Recruit and Retain High Quality Staff
- Achieve Long-Term Fiscal Sustainability
- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Advance Environmental Sustainability and Climate Resiliency

**ALTERNATIVES:**

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

**FISCAL REVIEW:**

Many of the stated priorities and action steps were funded within the FY 21-22 Adopted Budget, and are also included in the Adopted Budget for FY 22-23.

**LEGAL REVIEW:**

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

**CONCLUSION:**

The City Council in collaboration with the City's leadership team revised the Three Year Goals at the September 2021 retreat, and established new objectives for the next six months. Staff is currently working on scheduling the 2022 Strategic Planning Retreat. Staff recommends that the City Council approve the July 2022 update to the Strategic Plan.

**CITY OF COSTA MESA**  
**SIX-MONTH STRATEGIC OBJECTIVES**

THREE-YEAR GOAL: RECRUIT AND RETAIN HIGH QUALITY STAFF						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	HR Manager	Initiate the process to map and evaluate the employee recruitment process to innovate and modernize recruitment and commence development of the succession plan and present to the City Manager.	X			Succession Plan Contract awarded to CPS Consulting Services for the development of the Citywide Succession Plan and modernization of recruitment and hiring practices. Work is underway
2. Dec. 1, 2021	City Manager	Present to the City Council for consideration the first phase of hard-to-fill positions requiring a market adjustment based on current data.	X			City Council approved Phase 1 and Phase 2 of the hard-to-fill and hard-to-retain compensation adjustments.
3. June 1, 2022	City Clerk	Perform a market analysis of City Council compensation for comparable agencies and special districts within the county and report results to the City Manager.			X	Preliminary Council Compensation Survey has been provided to the City Manager and due diligence review is in progress.
4. July 15, 2022	HR Manager	Launch the Costa Mesa University Wellness, Leadership, Training and Mentorship Program for all city employees.			X	Finalizing initial phase of training offerings for Costa Mesa "U" in conjunction with implementation of Neogov Learn module
5. March 15, 2022	HR Manager	Develop HR staffing recommendations for inclusion in the mid-year budget to be presented to the City Council for consideration.	X			Staffing recommendations finalized and presented to the City Council for consideration during the Mid-Year Budget Study Session.

6. July 15, 2022	HR Manager, in concert with the IT Director	Update and begin implementation of the online employee onboarding, training and evaluation processes by updating the NeoGov System.		X		<p>NeoGov contract signed.</p> <p>Implementation process initiated for NEOGOV "Onboard", "Learn" (Training) and "Perform" (Evaluation) modules.</p> <p>"Learn" module in implementation process and scheduled to go "live" in fall 2022.</p> <p>"Onboard" implementation in progress to be followed by "Perform."</p>
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THREE-YEAR GOAL: ACHIEVE LONG-TERM FISCAL SUSTAINABILITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 15, 2021	Finance Director	Develop and define a quarterly report format, including financial metrics, to improve fiscal transparency and report to the City Council and FiPAC	X			Distributed the FY 2021/2022 1st and 2nd Quarter Financial Reports to the City Council and FiPAC, and posted to the City's website.
2. June 1, 2022	Economic and Development Services Director, working with the City Attorney	Secure a consultant for the Economic Development Strategic Plan.	X			The Request for Proposals has been prepared.  6/21/22 –City Council approved PSA with Tech Coast Consulting Group (TCCG).
3. March 15, 2022	IT Director, working with the Police Chief and Finance Director	Procure and implement an upgrade of the public safety systems, subject to Dept. of Justice approval, and citywide database servers.		X		Working with PD to implement MDCs.  Began installation of Phase 3 PC Refresh for PD, Fire and PS.
4. March 15, 2022	Finance Dir., working with the Development Services Director	Provide an update to the City Council regarding the state of retail cannabis implementation, including revised revenue projections.		X		Mid-Year Budget Study Session provided to City Council with an update on all General Fund revenues including Retail Cannabis for current year budget. Additional updates to be provided in context of FY 2022-23 Budget.

THREE-YEAR GOAL: STRENGTHEN THE PUBLIC'S SAFETY AND IMPROVE THE QUALITY OF LIFE						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Weekly	Asst. City Manager (lead), working with the Communications Team	Enhance the Communications and Engagement Plan to support the public's health, safety and quality of life and present results to the City Manager.			X	Weekly communication plan presented to City Manager. Additional contract resources may be acquired in order to expand existing communications during pandemic; Ongoing efforts.
2. June 30, 2022	Public Services Dir., working with the Police Chief and a consultant	Present a plan to reduce collisions and injuries on roadways, including providing 3-5 options for City Council direction.			X	<p><b>11/2/21</b> - Third stakeholder working group held to review safety countermeasures for case study locations, counter measure toolbox, and best practices.</p> <p><b>11/17/21</b> -Public outreach meeting scheduled. Consultant prepared draft Local Road Safety Plan with traffic safety countermeasures and applications to reduce collisions and injuries on roadways.</p> <p><b>3/8/22</b>- Revised report sent to Stakeholder Working Group for review. Consultant incorporated Stakeholder Working Group comments.</p> <p><b>4/6/22</b> - Stakeholder comments received on March 18. Consultant incorporated comments and submitted Local Road Safety Plan (LRSP) on April 4.</p> <p><b>5/4/22</b> - Presentation of LRSP to Active Transportation Committee.</p> <p><b>6/6/22</b>: LRSP revised based on comments received and submitted in May. A memo with the final LRSP report will be sent to City Council in 2022.</p>

3. March 15, 2022	Police Chief – lead, Asst. City Manager, Parks and Community Services Dir., and Fire Chief	Engage the community to obtain feedback on the community's sense of safety and well-being and present results to the City Council		X	<p>Police Dept. developing a community survey and potential platforms and channels of distribution.</p> <p><b>1/5/22</b> - Survey draft has been completed and shared with department directors for feedback and finalization. Numerous Meet and Greet opportunities have been held for new Police Chief to discuss public safety goals and measures with community groups with additional potential meetings underway.</p> <p><b>3/2/22</b> – Finalized draft community survey submitted to City Manager.</p> <p><b>4/25/22</b> – After completing a very successful five-year CMFR strategic plan, the Fire &amp; Rescue Department recently initiated a new five-year CMFR strategic planning process, which will result in a new Community Driven CMFR Strategic Plan (2022-2027), in alignment with the City Council's strategic goals and objectives. The process included obtaining feedback related to safety and services from a range of community stakeholders, as well as input from internal stakeholders. A draft report is currently being worked on and will be shared with the City Council for review and input in the coming months.</p> <p><b>6/2/22</b> – Received and made edits from City Manager. Sent to PD, Fire and Parks for review. Once that is complete, will get it back to City Manager for one last review and then create and circulate survey.</p> <p>Currently, staff is scheduling of a series of community Listening Tours with Police Chief for all Costa Mesa Districts with Mayor and Council Members.</p>
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4. March 15, 2022	Parks and Community Services Director	Update the City Council on the Open Space Master Plan, with a focus on access to parks.			X	<p>12/7/21 - City Council approved an agreement with RJM Design Group to complete the Open Space Master Plan (not-to-exceed \$56,600).</p> <p>The Master Plan review is underway, with stakeholder interviews and phone surveys in progress. Community meetings will be next, with publicity to go out in the coming weeks. The update process is expected to be complete in fall 2022.</p>
5. March 15, 2022	Asst. City Manager	Present options to the City Council for a behavioral health response model.			X	<p>Reviewing best practices and conducting outreach to potential providers. Made contact with 3 cities for potential opportunities to collaborate and exploring available funding streams.</p> <p>Seeking sustainable funding to develop a pilot program.</p>
6. FUTURE OBJECTIVE _____, 2022	Asst. City Manager, working with the Communications Team	Identify, develop and implement a measurement tool(s) to determine the effectiveness of the City's communications and public engagement with all segments of the community.				



THREE-YEAR GOAL: DIVERSIFY, STABILIZE AND INCREASE HOUSING TO REFLECT COMMUNITY NEEDS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	Asst. City Manager – lead, Development Services Dir., City Attorney	Present to the City Council opportunity sites for potential motel conversions with site control options.	X			<p><b>11/16/21</b>- Two proposed sites approved by the City Council.</p> <p><b>12/14/21</b> – County Board of Supervisors approved one site (Motel 6) for submission to the State by the deadline of 1/31/22.</p> <p><b>4/27/22</b> – City announced State HCD approval of \$10.7 million for motel conversion in Costa Mesa (Project Homekey).</p>
2. Dec. 15, 2021	City Attorney and the Development Services Dir.	Present to the City Council for action necessary code amendments to address SB 8, 9, and 10.	X			<p><b>12/7/21</b> - City Council adopted an urgency ordinance adopting changes to Title 13 (Zoning) relating to the implementation of Senate Bill 9 for the creation of two residential units per lot and urban lot splits in single family residential zones; and declaring the ordinance an urgency measure to take effect immediately.</p>
3. Dec. 15, 2021	City Manager, working with the City Council	Initiate and convene a Citizens Advisory Group to discuss Measure Y and Housing Element compliance.			X	<p><b>10/19/21</b> – The City Council approved formation of a Housing Ad Hoc Committee to lead community outreach efforts and deliberations regarding Housing Element Compliance and Measure Y.</p> <p><b>1/11/22</b> – Community Forum was held by Ad Hoc Committee to seek input from the public.</p> <p><b>7/12/22</b> – Study Session conducted to consider the Ad Hoc Committee's recommendations.</p>

4. Feb. 1, 2022	Development Services Dir.	Present to the City Council for action the Housing Element.	X			<p><b>11/8/21</b> - The initial Housing Element presentation to the Planning Commission took place. On target for City Council discussion in January 2022 and final adoption on February 1<sup>st</sup></p> <p><b>2/1/22</b>- The City Council adopted a Resolution approving the City of Costa Mesa's 2021-2029 (Sixth-Cycle) Housing Element.</p>
5. June 1, 2022	Development Services Dir. and City Attorney	Present to the Planning Commission a draft Inclusionary Housing Ordinance.			X	<p>Keyser Marston Associates, the City's inclusionary housing consultant, has completed the first draft of the required technical report. On target for presentation of options to the City Council and Planning Commission in 2022.</p>
6. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and City Attorney	Initiate a draft STR Ordinance and an evaluation of program implementation options.		X		<p><b>11/2/21</b> – City Council approved an urgency ordinance prohibiting STR's (except for home sharing). Staff will investigate opportunities for a permitting system and return to Council in 2022.</p>
7. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and the City Attorney, working with Jamboree Housing	Present to the City Council for consideration a development plan and land use documentation for affordable senior housing at the Senior Center site.			X	<p>Jamboree Housing has initiated meetings with staff to move forward with an application for a senior housing project on the City Senior Center site in mid-2022. The City Manager has approved an extension of the ENA to that effect.</p>

THREE-YEAR GOAL: ADVANCE ENVIRONMENTAL SUSTAINABILITY AND CLIMATE RESILIENCY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May. 15, 2022	Public Services Director	Present the Pedestrian Master Plan update to the City Council for direction.			X	<p><b>10/6/21</b> – 2nd Public Outreach meeting held.</p> <p><b>12/1/21</b> – Draft recommendations and draft Pedestrian Master Plan recommendations presented to the Active Transportation Committee (ATC).</p> <p><b>1/19/22</b> – A special meeting of the ATC focused on the Pedestrian Master Plan.</p> <p><b>3/8/22</b> - Draft recommendations and plan revised to incorporate and address comments.</p> <p><b>4/6/22</b> - Draft plan submitted on April 6. Public outreach conducted April 27 to review draft plan. Draft Plan uploaded to City website.</p> <p><b>5/4/22</b> – Draft plan posted to City website on 4/14. Public outreach meeting held on 4/27.</p> <p><b>6/6/22:</b> Comment matrix with responses sent to ATC on 5/6.</p> <p><b>6/22/22</b> – ATC voted unanimously to move the Pedestrian Master Plan forward to Planning Commission.</p>

2. June 15, 2022	Public Services Director, working with the City Manager	Develop a scope of work for the Climate Action and Adaptation Plan and present to the City Council for action.		X	<p>Staff is currently conducting research on best practices in CAAP development, including detailed review of climate action plans of several cities in California.</p> <p>Staff has also developed a draft community survey titled "Climate Ready Costa Mesa: Community Survey" to gauge Costa Mesa residents' concerns and priorities in climate change. The survey is expected to be launched in early 2022.</p> <p><b>1/5/22</b> – Staff has completed research on best practices and lessons learned, and is currently working on developing a draft scope of work for Costa Mesa.</p> <p><b>3/8/22</b> - City staff has developed a draft Climate Action and Adaptation Plan (CAAP) and it is currently being reviewed by the City Manager.</p>
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3. March 1, 2022	Public Services Director	Provide an update of the Stormwater Management Master Plan to the City Council.		X	<p><b>Phase 1 - Existing Conditions Assessment Review (ECAR):</b></p> <ul style="list-style-type: none"> <li>• Data Collection of Record Information: <b>Completed</b></li> <li>• Site Assessment and Inspection: <b>Completed</b></li> <li>• Base maps Development: Ongoing</li> <li>• Existing Hydrologic/Hydraulic Analysis (EHH): Near completion</li> </ul> <p><b>6/16/22</b> - Public Workshop # 1 to review Draft ECAR conducted.</p> <p>Final ECAR and completion of Phase 1 anticipated in July 2022.</p> <p><b>Phase 2 - Storm Drain Master Plan (SDMP) Update:</b> Starts July 2022: Proposed Storm Water Alternatives Improvement Map (SWAIM) to incorporate public workshop #1 comments.</p> <p>Phase 2 to be completed at the end of 2022 with public workshop #2 with the Final Storm Drain Master Plan (SDMP) Update.</p> <p>Public Workshop #2 to be conducted in late fall 2022.</p> <p><b>Phase 3 - Drainage System Upgrade Fees and Financing Study:</b> Begins January 2023 upon completion of the SDMP Update.</p> <p><b>Phase 4 - Westside Storm Drain Improvements:</b> Projected July 2023.</p>
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4. May 1, 2022	Public Services Director, working with the Development Services Dir.	Re-evaluate the existing Municipal Sustainable Policy, including landscape, organic waste and infrastructure planning and present the results to the City Council for action.		X	<p>Staff mobilized Costa Mesa Green Team (representatives from Public Services &amp; Development Services) to review existing policy developed in 2007 and conduct research on ways to advance sustainability at City owned facilities and infrastructure.</p> <p>Staff recruited members of 'Sustainability Working Group', representatives from all City Departments to provide suggestions to improve the Sustainable Municipal Green Policy.</p> <p><b>1/5/22</b> – The Costa Mesa Green Team has conducted research on best practices in municipal sustainability and has developed preliminary goals.</p> <p>The Sustainability Working Group members, representing all City Departments, have been identified and the first internal workshop to review the policy will be held in early January.</p> <p><b>3/8/22</b> - City staff completed the draft Sustainable Municipal Green Policy (SMGP) update and it is currently being reviewed by the City Manager and other Departments.</p> <p>The Green Team celebrated Earth Day and Arbor Day while implementing the tentative policies of the SMGP.</p> <p>The SGMP update will be transmitted to Council.</p>
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# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-787

**Meeting Date:** 7/19/2022

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**TITLE:**

**DESIGNATION OF VOTING DELEGATE FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

**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:

Designate Mayor Pro Tem Marr as Costa Mesa's voting delegate for the 2022 League of California Cities Annual Conference.

**BACKGROUND:**

The League of California Cities 2022 Annual Conference & Expo is scheduled on September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting on Friday, September 9, 2022. In order to vote at this meeting, the City Council must designate a voting delegate and up to two alternate voting delegates. Currently, Mayor Pro Tem Marr is registered to attend the conference.

**ANALYSIS:**

The designation of a voting delegate will allow the City to participate in the Annual Business Meeting. It is at this meeting that the League membership considers and takes action on resolutions that establish League policy throughout the coming year. Information on what resolutions will be reviewed is not available at this time.

Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. The City Clerk or Mayor must sign the attached form affirming that the names provided are those that were selected by the City Council (Attachment 1). The voting delegate and alternates must be registered to attend the conference. The voting delegates must be present at the Business Meeting and in possession of the voting card in order to cast a vote. Transferring a voting card to a non-designated individual is not allowed. Currently, Mayor Pro Tem Marr is registered to attend the conference.

**ALTERNATIVES:**

City Council may choose to not appoint a delegate; therefore, will be unable to vote at the Annual Business Meeting.

**FISCAL REVIEW:**

Finance Department verified that there is no fiscal impact associated with this item.

**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 Mayor Pro Tem Marr as Costa Mesa's voting delegate for the 2022 League of California Cities Annual Conference.





**CITY:** \_\_\_\_\_

**2022 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

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

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

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

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

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

Title: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

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

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, September 2, 2022 to:**

Darla Yacub, Assistant to the Administrative Services Director

E-mail: [dyacub@calcities.org](mailto:dyacub@calcities.org); Phone: (916) 658-8254



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-810

**Meeting Date:** 7/19/2022

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**TITLE:**

**TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND DISTRICT  
AGRICULTURAL ASSOCIATION**

**DEPARTMENT:** POLICE DEPARTMENT

**PRESENTED BY:** DAN MILES, POLICE SERGEANT

**CONTACT INFORMATION:** DAN MILES (714) 754-4963

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center ("OCFEC").
3. Authorize the City Manager and the City Clerk to execute the agreements.
4. Authorize the City Manager and the City Clerk to execute any amendments to the agreements, including, but not limited to, amendments increasing the maximum compensation to be paid to the City.

**BACKGROUND:**

Each year, with the exception of 2020 due to the pandemic, the City enters into two agreements with the 32nd District Agricultural Association ("District") to provide traffic management services. The first agreement applies to services provided by Police Department personnel during the annual Orange County Fair ("OC Fair"). The second agreement applies to services provided by Police Department personnel at designated events that occur at the OCFEC throughout the year.

The State of California requires the governing body (City Council) to approve all agreements before payment can be made.

**ANALYSIS:**

The Costa Mesa Police Department is requesting City Council approval to enter into agreements with the District to provide the District with traffic management services during the 2022 OC Fair and during designated events throughout the year at the OC FEC.

The agreements provide for full reimbursement of personnel costs incurred by the City in providing traffic management services for the events. The District will compensate the City in accordance with the hourly rates set forth in the City of Costa Mesa Rate Determination (Attachment 3), established pursuant to Administrative Regulation 2.13.

Generally, the services that will be provided under both agreements include:

1. Providing and coordinating traffic management services for events at the OC FEC.
2. Controlling or “pickling” traffic lights in unison with the efforts of the District’s Parking Department.
3. Closing City streets in unison with the efforts of the District’s Parking Department. Police Department personnel will update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.

The details relating to each agreement are outlined below.

**Traffic Management Services - Orange County Fair**

The agreement specific to traffic management services during the OC Fair has a term of July 15, 2022 through August 14, 2022. The services will be provided during the OC Fair, which is scheduled to run from July 15, 2022 through August 14, 2022. The District will pay the City a maximum of two hundred seventy five thousand dollars (\$275,000) for services provided during the OC Fair. However, if that amount is likely to be reached, the City and District will work together to amend the maximum compensation as needed.

**Traffic Management Services - Designated Events at the OC FEC**

The agreement specific to traffic management services during designated year-round events has a term of July 1, 2022 through June 30, 2023. The services will be provided during designated large-scale events that occur at the OC FEC. The District will pay the City a maximum of one hundred thousand dollars (\$100,000) for services provided for events throughout the year. However, if that amount is likely to be reached, the City and District will work together to amend the maximum compensation as needed.

**ALTERNATIVES:**

The City Council could choose not to approve the agreements between the City and the 32nd District Agricultural Association for traffic management services. However, this alternative would result in increased traffic congestion in and around the OC Fair during large-scale events, which would impact and require Police Department resources without any compensation.

**FISCAL REVIEW:**

Costs incurred by the City are fully offset by the agreement with the 32nd District.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2022 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center ("OCFEC").
3. Authorize the City Manager and the City Clerk to execute the agreements.
4. Authorize the City Manager and the City Clerk to execute any amendments to the agreements, including, but not limited to, amendments increasing the maximum compensation to be paid to the City.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2019)

R NB AKK F mar

	AGREEMENT NUMBER <b>SA-101-22FT</b>
	PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**CITY OF COSTA MESA**

2. The term of this Agreement is: **07/15/2022** through **08/14/2022** **FED ID: 95-6005030**


3. The maximum amount of this Agreement is: **\$275,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for 2022 OC Fair	Page 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-15
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17-19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		California Department of General Services Use Only           <input type="checkbox"/> Exempt per:
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>CITY OF COSTA MESA</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lori Ann Farrell Harrison, City Manager</b>		
CONTRACTOR BUSINESS ADDRESS <b>P.O Box 1200, Costa Mesa, CA 92626</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> District Agricultural Association/OC Fair &amp; Event Center</b>		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



CITY OF COSTA MESA  
SA-101-22FT  
PAGE 2 of 24

## EXHIBIT A – SCOPE OF WORK (CONT.)

### CONTRACT REPRESENTATIVES

#### **32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

**Nick Buffa, Director**  
**Phone Number (714) 708-1577**

**Costa Mesa Police Department**  
**Ron Lawrence, Chief of Police**  
**Phone Number (714) 754-5117**

### CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for twenty-three (23) operating days during the 2022 OC Fair.
2. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
4. To attend a pre-fair Parking Operations coordination meeting with District staff in June 2022. Meeting times and locations shall be mutually agreed upon by Contractor and the District.
5. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
6. To close City streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
7. To provide weekly summary report of the previous week's activities each Wednesday (*July 20, July 27, Aug 3, Aug 10*) including: *date on which services were rendered, employee names/titles, shift start/end time and employee's hourly rate.*
8. To submit invoice to District for services performed during the 2022 OC Fair no later than sixty (60) days after expiration of the term of the agreement.
9. Invoicing shall include: *date on which services were rendered, employee names/titles, shift start/end time and employee's hourly rate.*
10. Both Parties reserves the right to terminate this Agreement any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

### DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, the total amount not to exceed Two Hundred Seventy Five Thousand Dollars and 00/100 (\$275,000.00). Notwithstanding the foregoing, if Contractor's compensation reaches \$250,000 prior to the end of the term of this Agreement, District and Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover Contractor's services for the remainder of the term of this Agreement. If such increase is needed, District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written amendment to this Agreement to reflect such increased amount. If the District and Contractor do not agree upon an increased compensation amount and Contractor's compensation reaches \$275,000, Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.
3. Payment will be made no more than thirty (30) days after satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-



CITY OF COSTA MESA  
SA-101-22FT  
PAGE 3 of 24

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5102-51

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 50863. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)**

PAYMENT RATES:



CITY OF COSTA MESA  
RATE DETERMINATION  
2021-22 / 2022-23

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates:

<u>Other City Positions</u>	<u>Straight</u>	<u>Special</u>	<u>Fire/Police Positions</u>	<u>Straight</u>	<u>Special</u>
	<u>Time</u> <sup>1</sup>	<u>Event</u> <u>Overtime</u> <u>Rate</u> <sup>2</sup>		<u>Time</u> <sup>1</sup>	<u>Event</u> <u>Overtime</u> <u>Rate</u> <sup>2</sup>
Animal Control Officer	\$46	\$57	Battalion Chief	\$112	\$161
Assistant Engineer	\$58	\$72	Fire Captain	\$87	\$125
Associate Engineer	\$73	\$90	Fire Engineer	\$75	\$108
Chief Plans Examiner	\$82	\$102	Fire Fighter - Paramedic	\$73	\$104
Code Enforcement Officer	\$45	\$56	Fire Fighter	\$65	\$93
Combination Building Inspector	\$63	\$78	Police Lieutenant	\$112	\$160
Communications Officer	\$52	\$64	Police Sergeant (Motorcycle)	\$88	\$126
Communications Supervisor	\$60	\$74	Police Sergeant	\$84	\$120
Community Services Specialist	\$39	\$48	Sr Police Officer (Motorcycle)	\$79	\$113
Construction Inspector	\$49	\$61	Sr Police Officer	\$76	\$108
Crime Prevention Specialist	\$46	\$56	Police Officer (K9)	\$70	\$101
Crime Scene Specialist	\$47	\$58	Police Officer (Motorcycle)	\$72	\$103
Equipment Mechanic II	\$41	\$51	Police Officer	\$69	\$98
Equipment Mechanic III	\$44	\$55	Police Reserve Officer	\$43	\$48
Facilities Maintenance Tech	\$40	\$49	Police Recruit	\$34	\$38
Lead Equipment Mechanic	\$50	\$62	Police Support Svcs Reserve	\$18	\$20
Lead Maintenance Worker	\$47	\$58	Police Aide	\$17	\$19
Maintenance Assistant	\$32	\$40	<b><i>Community Risk Reduction Team</i></b>		
Maintenance Services Manager	\$74	\$92	<u>Positions</u>	<u>Straight</u>	<u>OT</u>
Maintenance Supervisor	\$55	\$68	Assistant Fire Marshal	\$69	\$85
Maintenance Worker	\$35	\$44	Fire Marshal	\$68	\$84
Office Specialist I	\$31	\$38	Fire Protection Specialist	\$54	\$67
Office Specialist II	\$33	\$41	Code Enforcement Officer	\$45	\$56
Plan Check Engineer	\$75	\$93			
Plan Checker	\$66	\$81			
Senior Maintenance Worker	\$39	\$48			
Park Ranger	\$43	\$53			
Property/Evidence Specialist	\$44	\$54			

Note - Rates are based on most recent applicable Memorandums of Understanding.

<sup>1</sup> Includes annual salary at top step, other compensation and benefits, divided by 2,080 hours/annually.

<sup>2</sup> Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded

-End Exhibit B-





**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

Page 1 of 4

GTC 04/2017

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

**6. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

Page 1 of 4

**CCC 04/2017 / CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



## **EXHIBIT E – INSURANCE REQUIREMENTS**

Page 1 of 3

### **California Fair Services Authority #22-01**

#### **I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.
  - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

Page 2 of 3

- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

**OR**

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

**OR**

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

**OR**

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

Page 3 of 3

**III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

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**EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION**  
**OC Fair & Event Center**  
Page 1 of 1

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone: \_\_\_\_\_

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: \_\_\_\_\_

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative's Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## **EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 1 of 3

**PROCEDURE FOR:** Uniforms for Contractors and their Employees.

**PPE (Personal Protective Equipment):** Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

**Purpose:** To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

**Procedure: 0004**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button-down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (See OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January

**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 2 of 3

**PROCEDURE FOR:** OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

**PPE (Personal Protective Equipment):** Break-away OCFEC photo identification card lanyard.

**Purpose:** To ensure all contractors and their employees are properly wearing required identification.

**Procedure: 0005**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January



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**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

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By signing this form, the bidder has read and understood OC FEC's policies above, and is agreeing to follow all procedures.

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

-End Exhibit G-





## **EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

Page 1 of 5

### **1. AUTHORIZED REPRESENTATIVE**

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

### **2. LICENSES, PERMITS AND CERTIFICATIONS**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

### **3. SITE ACCESS**

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

### **4. INSURANCE**

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

### **5. WORK PERMIT LAW**

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

### **6. PERSONNEL**

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

### **7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.





**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 2 of 5

**8. SUPPLIERS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

**9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

**10. INVOICES**

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

**11. PAYMENT**

Payments to the Contractor will be made by the 32<sup>nd</sup> District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

**12. PRICING/FINANCIAL PROPOSAL BID FORM**

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

**13. MEGAN'S LAW SCREENING**

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 3 of 5

**14. RIGHT TO REPLACE/DISMISS**

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

**15. GRATUITIES**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

**16. EVALUATION OF CONTRACTOR PERFORMANCE**

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

**17. NON-EXCLUSIVE AGREEMENT**

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 4 of 5

**18. TERMINATION**

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

**19. FORCE MAJEURE**

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

**20. PHONE NUMBERS**

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

**21. VEHICLES, EQUIPMENT AND SUPPLIES**

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

**22. VEHICLE UTILITY CARTS**

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

**23. VENUE CLEAN-UP**

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 5 of 5

**24. PERSONNEL POLICY**

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**25. UNIFORMS AND BADGES**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**26. SUBCONTRACTING**

Subcontracting of goods or services must be approved in writing, by the District.

**27. FIRE REGULATIONS**

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2019)

R NB A KK F mar

AGREEMENT NUMBER <b>SA-102-22YR</b>
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**CITY OF COSTA MESA**

2. The term of this Agreement is: **07/01/2022** through **06/30/2022** **FED ID: 95-6005030**


3. The maximum amount of this Agreement is: **\$100,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for year-round events at the OC Fair	Page 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 3-4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-15
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17-19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20 24

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		California Department of General Services Use Only           <input type="checkbox"/> Exempt per:
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>CITY OF COSTA MESA</b>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lori Ann Farrell Harrison, City Manager</b>		
CONTRACTOR BUSINESS ADDRESS <b>P.O Box 1200, Costa Mesa, CA 92626</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>32<sup>ND</sup> District Agricultural Association/OC Fair &amp; Event Center</b>		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Chief Executive Officer</b>		
CONTRACTING AGENCY ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

## EXHIBIT A – SCOPE OF WORK

### CONTRACT REPRESENTATIVES

#### **32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

Nick Buffa, Director  
Phone Number (714) 708-1577

Costa Mesa Police Department  
Ron Lawrence, Chief of Police  
Phone Number (714) 754-5117

### CONTRACTOR AGREES:

1. To provide and coordinate traffic management service during designated Year-Round Events at the OC Fair & Event Center.
2. To provide traffic management personnel for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
4. To close City streets in unison with the efforts of the District’s Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.
5. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
6. To submit invoice to District for services performed during year-round events no later than thirty (30) days after conclusion of event.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start/end time, hours worked, employee’s hourly rate and post-event summary report of field operations, including a description of services performed.
8. Both Parties reserve the right to terminate this Agreement, at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

### DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, total amount not to exceed One Hundred Thousand Dollars and 00/100 (\$100,000.00). Notwithstanding the foregoing, if Contractor’s compensation reaches \$75,000 prior to the end of the term of this Agreement, District and Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover Contractor’s services for the remainder of the term of this Agreement. If such increase is needed, District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written amendment to this Agreement to reflect such increased amount. If District and Contractor do not agree upon an increased compensation amount and Contractor’s compensation reaches \$100,000, Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5102-30

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 50864. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626





CITY OF COSTA MESA  
SA-102-22YR  
PAGE 4 of 24

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)**

**PAYMENT RATES:**



CITY OF COSTA MESA  
RATE DETERMINATION  
2021-22 / 2022-23

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates:

<u>Other City Positions</u>	<u>Straight</u>	<u>Special</u>	<u>Fire/Police Positions</u>	<u>Straight</u>	<u>Special</u>
	<u>Time</u> <sup>1</sup>	<u>Event</u> <u>Overtime</u> <u>Rate</u> <sup>2</sup>		<u>Time</u> <sup>1</sup>	<u>Event</u> <u>Overtime</u> <u>Rate</u> <sup>2</sup>
Animal Control Officer	\$46	\$57	Battalion Chief	\$112	\$161
Assistant Engineer	\$58	\$72	Fire Captain	\$87	\$125
Associate Engineer	\$73	\$90	Fire Engineer	\$75	\$108
Chief Plans Examiner	\$82	\$102	Fire Fighter - Paramedic	\$73	\$104
Code Enforcement Officer	\$45	\$56	Fire Fighter	\$65	\$93
Combination Building Inspector	\$63	\$78	Police Lieutenant	\$112	\$160
Communications Officer	\$52	\$64	Police Sergeant (Motorcycle)	\$88	\$126
Communications Supervisor	\$60	\$74	Police Sergeant	\$84	\$120
Community Services Specialist	\$39	\$48	Sr Police Officer (Motorcycle)	\$79	\$113
Construction Inspector	\$49	\$61	Sr Police Officer	\$76	\$108
Crime Prevention Specialist	\$46	\$56	Police Officer (K9)	\$70	\$101
Crime Scene Specialist	\$47	\$58	Police Officer (Motorcycle)	\$72	\$103
Equipment Mechanic II	\$41	\$51	Police Officer	\$69	\$98
Equipment Mechanic III	\$44	\$55	Police Reserve Officer	\$43	\$48
Facilities Maintenance Tech	\$40	\$49	Police Recruit	\$34	\$38
Lead Equipment Mechanic	\$50	\$62	Police Support Svcs Reserve	\$18	\$20
Lead Maintenance Worker	\$47	\$58	Police Aide	\$17	\$19
Maintenance Assistant	\$32	\$40	<b><i>Community Risk Reduction Team</i></b>		
Maintenance Services Manager	\$74	\$92	<u>Positions</u>	<u>Straight</u>	<u>OT</u>
Maintenance Supervisor	\$55	\$68	Assistant Fire Marshal	\$69	\$85
Maintenance Worker	\$35	\$44	Fire Marshal	\$68	\$84
Office Specialist I	\$31	\$38	Fire Protection Specialist	\$54	\$67
Office Specialist II	\$33	\$41	Code Enforcement Officer	\$45	\$56
Plan Check Engineer	\$75	\$93			
Plan Checker	\$66	\$81			
Senior Maintenance Worker	\$39	\$48			
Park Ranger	\$43	\$53			
Property/Evidence Specialist	\$44	\$54			

Note - Rates are based on most recent applicable Memorandums of Understanding.

<sup>1</sup> Includes annual salary at top step, other compensation and benefits, divided by 2,080 hours/annually.

<sup>2</sup> Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded

-End Exhibit B-





**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

Page 1 of 4

GTC 04/2017

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

**6. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

Page 1 of 4

**CCC 04/2017 / CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.





## **EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

### **2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

### **3. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-





## EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

### California Fair Services Authority #22-01

#### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

    - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
    - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.



### **EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

#### **OR**

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

#### **OR**

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

#### **OR**

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

- 1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services

Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

- 2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
- 3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
- 4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)****III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION**

**OC Fair & Event Center**

Page 1 of 2

**This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.**

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone:** \_\_\_\_\_

<b>Type of Company/Organization (Circle one):</b>	<b>Contractor Entertainer</b>	<b>Consultant Exhibitor</b>	<b>Concessionaire Volunteer</b>
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**Other/Explanation if Needed:** \_\_\_\_\_

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## **EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 1 of 3

**PROCEDURE FOR:** Uniforms for Contractors and their Employees.

**PPE (Personal Protective Equipment):** Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

**Purpose:** To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

**Procedure: 0004**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button-down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January



## **EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 2 of 3

**PROCEDURE FOR:** OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

**PPE (Personal Protective Equipment):** Break-away OCFEC photo identification card lanyard.

**Purpose:** To ensure all contractors and their employees are properly wearing required identification.

### **Procedure: 0005**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January



CITY OF COSTA MESA  
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**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

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By signing this form, the bidder has read and understood OC FEC's policies above, and is agreeing to follow all procedures.

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

-End Exhibit G-





## **EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

Page 1 of 5

### **1. AUTHORIZED REPRESENTATIVE**

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

### **2. LICENSES, PERMITS AND CERTIFICATIONS**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

### **3. SITE ACCESS**

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

### **4. INSURANCE**

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

### **5. WORK PERMIT LAW**

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

### **6. PERSONNEL**

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

### **7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.





**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 2 of 5

**8. SUPPLIERS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

**9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

**10. INVOICES**

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

**11. PAYMENT**

Payments to the Contractor will be made by the 32<sup>nd</sup> District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

**12. PRICING/FINANCIAL PROPOSAL BID FORM**

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

**13. MEGAN'S LAW SCREENING**

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 3 of 5

**14. RIGHT TO REPLACE/DISMISS**

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

**15. GRATUITIES**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

**16. EVALUATION OF CONTRACTOR PERFORMANCE**

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

**17. NON-EXCLUSIVE AGREEMENT**

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 4 of 5

**18. TERMINATION**

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

**19. FORCE MAJEURE**

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

**20. PHONE NUMBERS**

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

**21. VEHICLES, EQUIPMENT AND SUPPLIES**

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

**22. VEHICLE UTILITY CARTS**

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

**23. VENUE CLEAN-UP**

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 5 of 5

**24. PERSONNEL POLICY**

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**25. UNIFORMS AND BADGES**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**26. SUBCONTRACTING**

Subcontracting of goods or services must be approved in writing, by the District.

**27. FIRE REGULATIONS**

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-788

**Meeting Date:** 7/19/2022

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**TITLE:**

**ADOPTION OF AN ORDINANCE REVISING CHAPTER III OF TITLE 12 REGARDING THE PARKS, ARTS AND COMMUNITY SERVICES COMMISSION TO REMOVE ARTS FUNCTIONS, AND ADOPTION OF AN ORDINANCE ADDING CHAPTER IV OF TITLE 12 ESTABLISHING AN ARTS COMMISSION**

**DEPARTMENT:** PARKS & COMMUNITY SERVICES

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

**CONTACT INFORMATION:** JASON MINTER, PARKS & COMMUNITY SERVICES  
DIRECTOR, (714) 754-5009

**RECOMMENDATION:**

Staff recommends the City Council:

1. Give second reading to and adopt Ordinance No. 2022-05, to revise Chapter III of Title 12 regarding the Parks, Arts and Community Services Commission to remove Arts Functions (Attachment 1).
2. Give second reading to and adopt Ordinance No. 2022-06, to adopt Chapter IV of Title 12 establishing an Arts Commission (Attachment 2).

**BACKGROUND:**

On June 21, 2022, the City Council introduced and gave first reading to Ordinance Nos. 2022-05 and 2022-06 by a vote of 5-0. The City Council made modifications to the proposed ordinance as follows:

Ordinance No. 2022-05

- Remove District requirement for the Parks and Community Services Commission and only require residency in Costa Mesa.

Ordinance No. 2022-06

- Commission eligibility changed for Council member selections and requires a minimum of four (4) members being Costa Mesa residents, with up to three (3) members authorized to be non-residents. All members must have a background in the arts.

**ANALYSIS:**

As part of its motion approving the introduction and first reading of the Ordinances, the City Council articulated requested changes to the Ordinances. Those changes are reflected in the final Ordinances (Attachments 1 and 2) and are also provided in an underlined/strikethrough format (Attachments 3 and 4).

The agenda report and video for the June 21, 2022 City Council meeting can be found at the following links:

Agenda Report:

<https://costamesa.legistar.com/View.ashx?M=A&ID=926662&GUID=5B36D613-69E9-45AF-A4AF-421B6844B5CB>

Video: [https://costamesa.granicus.com/player/clip/3873?view\\_id=14&redirect=true](https://costamesa.granicus.com/player/clip/3873?view_id=14&redirect=true)

If approved, the Ordinances would become effective 30 days after adoption.

**ALTERNATIVES:**

City Council may adopt the Ordinances as proposed, modify the Ordinances, or not adopt the Ordinances.

**FISCAL REVIEW:**

The cost to establish an Arts Commission for FY 2022-23 is \$8,400. This was added to the Parks and Community Services Department budget during the budget process in 2021-22 utilizing funding from the Measure Q Cannabis Sales Tax.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Adopt Ordinance No. 2022-05, to revise Chapter III of Title 12 regarding the Parks, Arts and Community Services Commission to remove Arts Functions (Attachment 1).
2. Adopt Ordinance No. 2022-06, to adopt Chapter IV of Title 12 establishing an Arts Commission (Attachment 2).



**ORDINANCE NO. 2022-05****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTER III (PARKS, ARTS AND COMMUNITY SERVICES COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

**WHEREAS**, Chapter III (Parks Arts, and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code establishes a Parks, Arts and Community Services Commission (“Commission”), the rules, regulations, and procedures applicable to the Commission, and the membership requirements for the Commission; and

**WHEREAS**, the City Council desires to amend Chapter III to rename the Commission as the Parks and Community Services Commission, revise membership requirements, and to remove all duties related to the Arts of the Commission.

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

**Section 1.** The title of Chapter III of Title 12 of the Costa Mesa Municipal Code is hereby amended to read as follows:

**CHAPTER III. PARKS AND COMMUNITY SERVICES COMMISSION**

**Section 2.** Section 12-71 of the Costa Mesa Municipal Code is amended, as follows:

12-71. Commission established.

There is hereby established as a part of the government of the city, a parks and community services commission, which shall:

- (a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of Public Works;
- (b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to parks, recreation, senior programs, recreation facilities, community facilities, and parkways, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City’s Parks, Recreation and Open Space Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of Public Works;



- (c) Recommend to the city council approval of concept plans for development and/or modification of parks, recreation, community, and open space facilities;
- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the parks, recreation, recreation facilities, community facilities, and parkways of the City;
- (e) Make recommendations and findings on the necessity for removal of parkway trees and the necessity for terms and conditions for retention of trees in accordance with Chapter V of Title 15 of this Code, which decisions shall be final notwithstanding section 2-303;
- (f) Set the fees to be charged to participants in recreation and community programs and classes in accordance with the guidelines adopted by the City Council;
- (g) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for capital improvements;
- (h) Periodically visit parks, recreation and community facilities in the city to review established programs and facilities, and to monitor needs in accordance with the Parks, Recreation and Open Space Master Plan;
- (i) On behalf of the city, actively encourage programs for the cultural enrichment of the community;
- (j) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population; and
- (k) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing senior programs and services. (Ord. No. 19-06, § 2, 4-2-19)

**Section 3.** Subsection (a) of Section 12-74 of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following: (a) *Commission*. The Parks and Community Services Commission shall consist of seven (7) members.

**Section 4.** Subsection (b) of Section 12-74 of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following: (b) *Appointment and removal of commissioners*. Each council member shall appoint a commission member, subject to approval by a majority vote of the entire city council. Commission members appointed by district representatives shall be for a term of four (4) years, except as otherwise provided in this section. The commissioner appointed by the mayor shall be for a two (2) year term, except as otherwise provided in this section. Commissioners

serve at the pleasure of the city council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire city council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by city council policy.

**Section 5.** Section 12-74(c) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

(c) *Residency.* Each member of the commission must be a resident of the City. If any member of the Commission ceases to be a resident of the City, that member's appointment will automatically terminate. The Commission secretary shall immediately inform the City Council of any such termination.

**Section 6.** Section 12-74(e) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

(e) *Senior liaison.* If the Mayor does not assign the liaison position, the members of the Commission shall designate one (1) member of the Commission to serve as the liaison for the senior center.

**Section 7. Environmental Compliance.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 8. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**Section 9. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 10. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**Section 11. Certification.** This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City  
Attorney

**ORDINANCE NO. 2022-06****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER IV (ARTS COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

**WHEREAS**, Chapter III (Parks and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code was recently amended to delete responsibilities relating to the arts from the purview of the Parks and Community Services Commission (previously known as the Parks, Arts and Community Services Commission); and

**WHEREAS**, the City Council previously approved the City's Arts and Culture Master Plan; and

**WHEREAS**, in accordance with the new Arts and Culture Master Plan, the City Council desires to establish an Arts Commission to assume all duties related to the arts for the City,

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

**Section 1.** Chapter IV of Title 12 of the Costa Mesa Municipal Code is hereby added to read as follows:

**CHAPTER IV. ARTS COMMISSION**

**12-75. Commission established.**

There is hereby established as a part of the government of the City, an Arts Commission, which shall:

- (a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of Public Works;
- (b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to arts, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City's Arts and Culture Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of Public Works;
- (c) Recommend to the City Council approval of concept plans for development and/or modification of arts programming, policies and services;

- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the arts, in the City;
- (e) Set the fees to be charged to participants in arts programs and classes in accordance with the guidelines adopted by the City Council;
- (f) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for arts opportunities;
- (g) On behalf of the City, actively encourage programs for the cultural and artistic enrichment of the community;
- (h) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population relating to arts; and
- (i) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing arts programs and services.

#### **12-76 Rules and regulations.**

The commission shall operate under the following rules and regulations:

- (a) *Chairperson, vice-chairperson:* The election of the chairperson will precede that of the vice-chairperson nominations. Elections of officers shall take place annually to coincide as closely as possible with the appointment terms of the commissioners. The commission, in event of a vacancy in either office, shall elect one (1) of its members for the unexpired term.
- (b) *Meetings:* The commission shall meet at City Hall, 77 Fair Drive, on the times and dates set forth by resolution of the City Council. In the event the regular meeting day falls on a holiday, the regular meeting shall be held on the next business day. A regular or adjourned meeting may be adjourned to a time and place specified in the order of adjournment. Special meetings may be called at any time by the chairperson, or in the absence of the chairperson, by the vice-chairperson, by the City Manager, the Mayor, or by the majority of the members of the commission, by notice delivered to each available member of the commission, at least twenty-four (24) hours previous to the meeting. A regularly scheduled meeting may be canceled or rescheduled by a majority vote of the commission, with proper notice as required by law.
- (c) *Quorum:* A majority of the members of the commission shall constitute a quorum for the transaction of business. No action shall be taken by the commission unless it is concurred in and adopted by the affirmative vote of at least a majority of the members present. The powers conferred to the commission shall be exercised by motion of

resolution and recorded in the minutes. Upon request of any member of the commission a roll call of the vote shall be conducted, and the results thereof recorded in the minutes.

(d) *Secretary*: The secretary shall be designated by the Director of Parks and Community Services. The secretary shall record the minutes of the commission and shall maintain the records of its proceedings and transactions.

#### **12-77. Procedures.**

(a) All meetings of the Commission shall be open to the public.

(b) Matters brought before the Commission by the public, Director of Parks and Community Services, or their designee, shall be considered by the Commission and it shall report its actions, findings and recommendations to the City Council, the City Manager, or the Director of Parks and Community Services.

#### **12-78. Membership.**

(a) *Commission*. The Arts Commission shall consist of seven (7) members.

(b) *Appointment and removal of commissioners*. Each Council member elected by district shall appoint a Commission member who may or may not be a resident of his or her district, or of the City, subject to approval by a majority vote of the entire City Council. The Mayor shall appoint a Commission member, subject to approval by a majority vote of the entire City Council. Commission members appointed shall be for a term of four (4) years, except as otherwise provided in this section. The Commissioner appointed by the Mayor shall be for a two (2) year term, except as otherwise provided in this section. Commissioners serve at the pleasure of the City Council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire City Council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by City Council policy. For the initial appointments only, members appointed by the representatives of the first, second and sixth districts shall initially serve a two (2) year term.

(c) *Residency in the City*. Residency in the City shall not be required of all members of the Commission, provided that at least four of the commissioners shall be residents of the City and all members of the commission shall be in the business of or regularly engaged in the practice of the arts in the judgment of the appointing Council Member and Council.

(d) *Term*. The term of each Commission member shall expire on the date on which the second regular meeting in January is held immediately following expiration of the term of the Council member or Mayor who appointed that member, or until he or she is reappointed or replaced.

**Section 2. Environmental Compliance.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 3. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**Section 6. Certification.** This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City  
Attorney

**ORDINANCE NO. 2022-05****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTER III (PARKS, ARTS AND COMMUNITY SERVICES COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

**WHEREAS**, Chapter III (Parks Arts, and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code establishes a Parks, Arts and Community Services Commission (“Commission”), the rules, regulations, and procedures applicable to the Commission, and the membership requirements for the Commission; and

**WHEREAS**, the City Council desires to amend Chapter III to rename the Commission as the Parks and Community Services Commission, revise membership requirements, and to remove all duties related to the Arts of the Commission.

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

**Section 1.** The title of Chapter III of Title 12 of the Costa Mesa Municipal Code is hereby amended to read as follows:

**CHAPTER III. PARKS AND COMMUNITY SERVICES COMMISSION**

**Section 2.** Section 12-71 of the Costa Mesa Municipal Code is amended, as follows:

12-71. Commission established.

There is hereby established as a part of the government of the city, a parks and community services commission, which shall:

(a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of ~~Public Services~~Public Works;

(b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to parks, recreation, senior programs, recreation facilities, community facilities, and parkways, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City’s Parks, Recreation and Open Space Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of ~~Public Services~~Public Works;



- (c) Recommend to the city council approval of concept plans for development and/or modification of parks, recreation, community, and open space facilities;
- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the parks, recreation, recreation facilities, community facilities, and parkways of the City;
- (e) Make recommendations and findings on the necessity for removal of parkway trees and the necessity for terms and conditions for retention of trees in accordance with Chapter V of Title 15 of this Code, which decisions shall be final notwithstanding section 2-303;
- (f) Set the fees to be charged to participants in recreation and community programs and classes in accordance with the guidelines adopted by the City Council;
- (g) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for capital improvements;
- (h) Periodically visit parks, recreation and community facilities in the city to review established programs and facilities, and to monitor needs in accordance with the Parks, Recreation and Open Space Master Plan;
- (i) On behalf of the city, actively encourage programs for the cultural enrichment of the community;
- (j) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population; and
- (k) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing senior programs and services. (Ord. No. 19-06, § 2, 4-2-19)

**Section 3.** Subsection (a) of Section 12-74 of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following: (a) *Commission*. The Parks and Community Services Commission shall consist of seven (7) members. ~~There shall be one (1) member from each electoral district of the city and one (1) at large member.~~

**Section 4.** ~~Subsection (b) of Section 12-74 of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following: (b) *Appointment and removal of commissioners*. Each council member shall appoint a commission member, subject to approval by a majority vote of the entire city council. Commission members appointed by district representatives shall be for a term of four (4) years, except as~~

otherwise provided in this section. The commissioner appointed by the mayor shall be for a two (2) year term, except as otherwise provided in this section. Commissioners serve at the pleasure of the city council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire city council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by city council policy.

**Section 45.** Section 12-74(c) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

(c) *Residency* ~~*in districts. Except for the at-large member, e*~~ Each member of the commission must be a resident of the ~~*City electoral district from which the member is nominated at the time the member is nominated and appointed.*~~ If any member of the Commission ceases to be a resident of the ~~*City district from which the member was appointed,*~~ that member's appointment will automatically terminate. ~~*The at-large member must be a resident of the City. If the at-large member ceases to be a resident of the city, that member's appointment will automatically terminate.*~~ The Commission secretary shall immediately inform the City Council of any such termination.

**Section 56.** Section 12-74(e) of the Costa Mesa Municipal Code is hereby deleted in its entirety and replaced with the following:

(e) *Senior liaison.* If the Mayor does not assign the liaison position, the members of the Commission shall designate one (1) member of the Commission to serve as the liaison for the senior center.

**Section 67. Environmental Compliance.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 78. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**Section 89. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 910. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**Section 110. Certification.** This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City  
Attorney

**ORDINANCE NO. 2022-06****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER IV (ARTS COMMISSION) OF TITLE 12 (PARKS AND RECREATION) OF THE COSTA MESA MUNICIPAL CODE**

**WHEREAS**, Chapter III (Parks and Community Services Commission) of Title 12 (Parks and Recreation) of the Costa Mesa Municipal Code was recently amended to delete responsibilities relating to the arts from the purview of the Parks and Community Services Commission (previously known as the Parks, Arts and Community Services Commission); and

**WHEREAS**, the City Council previously approved the City's Arts and Culture Master Plan; and

**WHEREAS**, in accordance with the new Arts and Culture Master Plan, the City Council desires to establish an Arts Commission to assume all duties related to the arts for the City,

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

**Section 1.** Chapter IV of Title 12 of the Costa Mesa Municipal Code is hereby added to read as follows:

CHAPTER IV. ARTS COMMISSION

**12-75. Commission established.**

There is hereby established as a part of the government of the City, an Arts Commission, which shall:

- (a) Consider and provide advice regarding matters that may be referred to it by the City Council, the City Manager, the Director of Parks and Community Services, or the Director of ~~Public Services~~Public Works;
- (b) By its own motion, conduct studies and investigations and hold public hearings as it may deem necessary for the formulation of policies, plans, and procedures relating to arts, or to determine the wisdom and efficacy of such policies, plans and procedures, or to determine an action plan to pursue in implementing the City's Arts and Culture Master Plan and report its findings and recommendations to the City Council, the City Manager, the Director of Parks and Community Services, and/or the Director of ~~Public Services~~Public Works;
- (c) Recommend to the City Council approval of concept plans for development and/or modification of arts programming, policies and services;

- (d) Solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies concerned with the arts, in the City;
- (e) Set the fees to be charged to participants in arts programs and classes in accordance with the guidelines adopted by the City Council;
- (f) In its discretion, review the annual budget as presented to the City Council and advise it on the current operational needs and long-range plans for arts opportunities;
- (g) On behalf of the City, actively encourage programs for the cultural and artistic enrichment of the community;
- (h) Solicit partnerships with senior organizations which share the common goal to serve Costa Mesa's senior population relating to arts; and
- (i) Seek out and recommend to the City Council, City Manager or Director of Parks and Community Services possible public and private funding opportunities available to implement new or enhance existing arts programs and services.

#### **12-76 Rules and regulations.**

The commission shall operate under the following rules and regulations:

- (a) *Chairperson, vice-chairperson:* The election of the chairperson will precede that of the vice-chairperson nominations. Elections of officers shall take place annually to coincide as closely as possible with the appointment terms of the commissioners. The commission, in event of a vacancy in either office, shall elect one (1) of its members for the unexpired term.
- (b) *Meetings:* The commission shall meet at City Hall, 77 Fair Drive, on the times and dates set forth by resolution of the City Council. In the event the regular meeting day falls on a holiday, the regular meeting shall be held on the next business day. A regular or adjourned meeting may be adjourned to a time and place specified in the order of adjournment. Special meetings may be called at any time by the chairperson, or in the absence of the chairperson, by the vice-chairperson, by the City Manager, the Mayor, or by the majority of the members of the commission, by notice delivered to each available member of the commission, at least twenty-four (24) hours previous to the meeting. A regularly scheduled meeting may be canceled or rescheduled by a majority vote of the commission, with proper notice as required by law.
- (c) *Quorum:* A majority of the members of the commission shall constitute a quorum for the transaction of business. No action shall be taken by the commission unless it is concurred in and adopted by the affirmative vote of at least a majority of the members present. The powers conferred to the commission shall be exercised by motion of

resolution and recorded in the minutes. Upon request of any member of the commission a roll call of the vote shall be conducted, and the results thereof recorded in the minutes.

(d) *Secretary*: The secretary shall be designated by the Director of Parks and Community Services. The secretary shall record the minutes of the commission and shall maintain the records of its proceedings and transactions.

#### **12-77. Procedures.**

(a) All meetings of the Commission shall be open to the public.

(b) Matters brought before the Commission by the public, Director of Parks and Community Services, or their designee, shall be considered by the Commission and it shall report its actions, findings and recommendations to the City Council, the City Manager, or the Director of Parks and Community Services.

#### **12-78. Membership.**

(a) *Commission*. The Arts Commission shall consist of seven (7) members.

(b) *Appointment and removal of commissioners*. Each Council member elected by district shall appoint a Commission member who may or may not be a resident of his or her district, or of the City, subject to approval by a majority vote of the entire City Council. The Mayor shall appoint a Commission member, subject to approval by a majority vote of the entire City Council. Commission members appointed shall be for a term of four (4) years, except as otherwise provided in this section. The Commissioner appointed by the Mayor shall be for a two (2) year term, except as otherwise provided in this section. Commissioners serve at the pleasure of the City Council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire City Council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by City Council policy. For the initial appointments only, members appointed by the representatives of the first, second and sixth districts shall initially serve a two (2) year term.

(c) *Residency in the City*. Residency in the City shall not be required of all ~~Each~~ members of the Commission, provided that at least four of the commissioners shall be residents of the City and all members of the commission shall be in the business of or regularly engaged in the practice of the arts in the judgment of the appointing Council Member and Council. ~~must be a resident of the City at the time the member is nominated and appointed. If any member of the Commission ceases to be a resident of the City, that member's appointment will automatically terminate. The secretary of the Arts Commission shall immediately inform the City Council of any such termination.~~

(d) *Term.* The term of each Commission member shall expire on the date on which the second regular meeting in January is held immediately following expiration of the term of the Council member or Mayor who appointed that member, or until he or she is reappointed or replaced.

**Section 2. Environmental Compliance.** This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061(b)(3)(General Rule) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

**Section 3. Inconsistencies.** Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**Section 6. Certification.** This City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

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Brenda Green, City Clerk

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Kimberly Hall Barlow, City  
Attorney

DRAFT





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-792

**Meeting Date:** 7/19/2022

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**TITLE:**

**AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT WITH GLENN LUKOS ASSOCIATES FOR THE VERNAL POOLS 5, 6 AND 7 RESTORATION PROJECT AT FAIRVIEW PARK**

**DEPARTMENT:** PARKS AND COMMUNITY SERVICES

**PRESENTED BY:** KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR

**CONTACT INFORMATION:** (714) 754-5135

**RECOMMENDATION:**

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 1 to the Professional Services Agreement with Glenn Lukos Associates, Inc. increasing the total compensation by \$148,731 for vernal pools restoration and biological monitoring services for the Vernal Pools 5, 6 and 7 Restoration Project at Fairview Park, in a form to be approved by the City Attorney.
2. Authorize a ten (10) percent contingency, if needed, in the amount of \$14,870.
3. Authorize the City Manager and the City Clerk to execute Amendment No. 1 and future amendments to the agreement within City Council authorized limits.

**BACKGROUND:**

In August 2017, the City Council adopted Resolution No. 17-52, which authorized staff to file a grant application for the State of California Department of Parks and Recreation Habitat Conservation Program to restore vernal pools and their associated watersheds at Fairview Park (Attachment 1). In June 2018, the City received a notification of grant award from the California Department of Parks and Recreation Habitat Conservation Fund (HCF) for Fairview Park vernal pools restoration (Attachment 2).

Subsequent to the grant approvals, the U.S. Fish and Wildlife Service (USFWS) approved the "Long-Term Maintenance Plan for Vernal Pools 5 and 6, and Associated Watershed Areas" (the "Plan") (Attachment 3), which was developed by Glenn Lukos Associates, as they had previously supported the City on vernal pools management and restoration efforts within Fairview Park. In addition, Glenn Lukos Associates staff are specifically identified as authorized individuals on the Native Endangered Species Recovery - Endangered Wildlife Permit (EWP) issued to the City, USFWS Permit

#TE87580B-0 (the "Permit") (Attachment 4). Vernal pools 5, 6 and 7 are located in the south portion of Fairview Park adjacent to Parsons Field, Waldorf School, and the Estancia High School Stadium (Attachment 5).

On April 16, 2019, the City Council formally approved the acceptance of the California Department of Parks and Recreation grant for the Fairview Park vernal pools restoration (Attachment 6). The grant approval and a budget adjustment recognizing \$150,000 in State grant funding and \$150,000 in required matching funds by the City allowed the City to appropriate a total of \$300,000 to the Fairview Park Vernal Pool and Restoration Project. As part of the grant, the City filed a 20-year deed restriction on the restored parcels.

On October 15, 2019, the City Council awarded a Professional Services Agreement to Glenn Lukos Associates for the Restoration of Fairview Park Vernal Pools 5, 6 and 7 in an amount of \$126,046, and authorized a ten (10) percent contingency of \$12,600. The Department of U.S. Fish and Wildlife has specifically identified Glenn Lukos Associates, authors of the approved Plan and the authorized agents in the Permit, to conduct the work. Section 21-101, Subsection No. 3 of the Purchasing Policy outlines that, "If a contractor develops a particular expertise through demonstrated past performance which has been investigated and determined to be satisfactory in this area of expertise, then such contractor may be awarded a subsequent contract for related work, provided that the Sole Source justification requirements outlined in this Section are satisfied. Such a contractor may be designated as an exclusive contractor if the City would be adversely affected by bringing in another vendor who would be required to meet the expert contractor's level of expertise and existing knowledge and involvement in a specific project." Since that time, staff has worked with the Glenn Lukos Associates project team to implement the first phase of the long-term restoration plan, including oversight of site preparation, weed abatement, monitoring, and coordination with the City and U.S.F.W.S.

### **ANALYSIS:**

The scope of the vernal pools restoration project covered by the grant, the Plan, and the Permit includes:

- Removal of non-native plants and turf
- Elimination of irrigation sources that have supported invasive species proliferation in the watershed
- Planting and reestablishment of vernal pool plants
- Installation of a temporary irrigation system specifically to supply water to the installed vernal pool plants
- Restoring of elevation and contours of pools 5 and 6
- Inoculation of fairy shrimp cysts
- Addition of delineation fencing and educational signage in and around vernal pools 5, 6 and 7.

Vernal pool 7 is not named in the title of the June 8, 2018 restoration Plan, because it does not currently exhibit characteristics of a vernal pool. However, the Plan acknowledges that prior to disturbance in the area, Feature 7 and the surrounding watershed may have supported deeper ponding suitable for vernal pool branchiopods, and during wetter-than-average years supported a low density of vernal pool plants. The Plan states that this area should be preserved for its long-term contribution to the Vernal Pool 5 and 6 watershed and the potential recovery of Feature 7; the scope

of work for this project thus includes restoration activities for vernal pools 5, 6 and 7. As described in the Plan, the vernal pools and associated watersheds comprise a highly unique and sensitive ecosystem that support several sensitive plant species and both the federally endangered San Diego and Riverside Fairy Shrimp.

Project implementation is subject to specific seasonal conditions associated with the presence of fairy shrimp, migratory bird patterns, and dry versus saturated vernal pool conditions. This phase of the project is expected to be performed beginning in fall (September/October) 2022 and continuing until late 2023 or early 2024. Staff will be applying for an extension for both the EWP and the HCF Grant as both expire in the spring of 2023. Subsequently, the restored area will be subject to a five-year period of maintenance and monitoring to ensure the successful establishment of the restored native plants, as well as the success of providing habitat for the endangered fairy shrimp, which occupy the vernal pools.

Approval of the amendment will advance the City's stated efforts to protect and preserve the sensitive and regulated species within Fairview Park as is outlined in the Fairview Park Master Plan. Importantly, key phases of the project will rely on support from community volunteers and our non-profit partners including Fairview Park Alliance (FPA), which has partnered with the City on Fairview Park restoration efforts during recent years. As part of this contract, Glenn Lukos Associates also provides training and oversight to the City and community volunteers during restoration events. In addition to providing expertise in plant identification and habitat restoration techniques, Glenn Lukos Associates will continue to work with the City and FPA to support this important community engagement opportunity. The City and FPA have partnered in hosting 2<sup>nd</sup> Saturday Restoration days at Fairview Park to encourage residents to experience nature in a hands-on setting, to actively participate in restoring their local natural environment, and to serve as stewards of Fairview Park.

Glenn Lukos Associates is uniquely qualified to perform the work for this project due to its depth of expertise and experience in successfully performing vernal pools habitat management and restoration services for the City, and specific permits that authorize project personnel to perform the required work. In addition to supporting the City for this particular project, Glenn Lukos Associates is also expected to be a resource for identifying potential restoration opportunities, mitigation needs of other parties in the region, and connecting the City to prospective funding sources that may be available to support future restoration efforts.

### **ALTERNATIVES:**

The City may elect not to authorize execution of the amendment. However, staff does not recommend this option due to the requirement to implement the U.S. Fish and Wildlife Service approved restoration plan. In addition, if the City fails to complete the grant project, the City will be required to return the State grant funding awarded for the project.

### **FISCAL REVIEW:**

On April 16, 2019, the City Council previously approved a budget adjustment recognizing \$150,000 in State grant funds and the required match of \$150,000 from the Capital Improvement Fund towards the Fairview Park Vernal Pools Restoration Project, for a total project budget of \$300,000. To date, \$138,646 of the total project funds have been committed towards the first phase of the project; the

remaining \$161,354 of the project balance, which has been carried forward to FY 22-23, is allocated to fund the remaining portions of the project including this amendment. Should the entire contingency be spent, \$2,247 will be available from the FY 22-23 Fairview Park operating budget.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved this report and will prepare Amendment No. 1 to the Professional Services Agreement and approve it as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

- Advance Environmental Sustainability and Climate Resiliency

**CONCLUSION:**

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 1 to the Professional Services Agreement with Glenn Lukos Associates, Inc. increasing the total compensation by \$148,731.00 for vernal pools restoration and biological monitoring services for the Vernal Pools 5, 6 and 7 Restoration Project at Fairview Park, in a form to be approved by the City Attorney.
2. Authorize a ten (10) percent contingency, if needed, in the amount of \$14,870.00.
3. Authorize the City Manager and the City Clerk to execute Amendment No. 1 and future amendments to the agreement within City Council authorized limits.

## RESOLUTION NO. 17-52

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM**

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

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of Costa Mesa hereby:

SECTION 1. APPROVES: the filing of an application for the Habitat Conservation Fund Program; and certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and certifies that the

applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and delegates the authority to the Public Services Director to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project, and agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 2. The City Clerk shall certify to the passage and adoption hereof.

**PASSED AND ADOPTED this 1<sup>st</sup> day of August 2017.**

  
\_\_\_\_\_  
Katrina Foley, Mayor

ATTEST:

  
\_\_\_\_\_  
Brenda Green, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas Duarte, City Attorney

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

I, Brenda Green, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 17-52 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 1<sup>st</sup> day of August, 2017, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS: MANSOOR, STEPHENS, GENIS, FOLEY

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: RIGHEIMER

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 2<sup>nd</sup> day of August, 2017.

Brenda Green  
BRENDA GREEN, CITY CLERK





State of California • Natural Resources Agency

Edmund G. Brown Jr., Governor

DEPARTMENT OF PARKS AND RECREATION  
P.O. Box 942896 • Sacramento, CA 94296-0001

Lisa Ann L. Mangat, Director

JUN 05 2018

Robert Staples, Contract Administrator  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Re: FAIRVIEW PARK VERNAL POOLS RESTORATION (XW-30-004)  
\$150,000

Dear Robert Staples:

The Office of Grants and Local Services (OGALS) completed the application review process for the Habitat Conservation Fund (HCF) Program. OGALS is pleased to inform you that the project identified above has been selected for funding, *contingent upon inclusion of the funds in the 2018-2019 State Budget*. Congratulations!

As an HCF grant recipient, a representative from your agency must attend an HCF Grant Administration workshop to learn more about the HCF contract and grant administration process. Workshop attendance is mandatory prior to receiving a grant contract. Information on the mandatory workshop will follow in a separate letter.

The contract performance period for this project will begin on July 1, 2018. Do not begin project work until you receive a fully-executed grant contract. OGALS will initiate a contract and send it to you for signature after the State Budget is enacted *and* the mandatory workshop attendance has occurred.

The liquidation date for this project will be June 30, 2023. Therefore, the Project Completion Packet will be due to OGALS by March 31, 2023. This OGALS due date allows time for the final site inspection and processing of the final payment prior to the liquidation date.

Each HCF grantee receiving funds for acquisition, enhancement, restoration, or development must record a Deed Restriction on the project property (if owned by the grantee). The Deed Restriction ensures that the property is used for a purpose consistent with the grant scope for the length of the contract performance period. The Deed Restriction is required after the acquisition is complete (for acquisition projects) or *prior* to grant payment for enhancement, restoration, or development costs (for enhancement, restoration, or development projects).

If you have questions about your project or the HCF Program, please contact your Project Officer, Melinda Steinert, at (916) 651-7744, or [Melinda.Steinert@parks.ca.gov](mailto:Melinda.Steinert@parks.ca.gov). Additional HCF grant program information is available on OGALS website at <http://www.parks.ca.gov/grants>. Click on the "Habitat Conservation Fund Program" link.



Robert Staples  
Page 2

Congratulations again on your successful application! OGALS looks forward to working with you to deliver quality recreation opportunities to your constituents.

Sincerely,



Sedrick Mitchell, Deputy Director  
External Affairs

cc: Project file

**FAIRVIEW PARK VERNAL POOL RESTORATION  
AND  
LONG TERM MAINTENANCE PLAN FOR VERNAL POOLS 5 AND 6,  
AND THE ASSOCIATED WATERSHED  
AREAS WITHIN THE JURISDICTION OF  
THE UNITED STATES FISH AND WILDLIFE SERVICE  
PURSUANT TO THE ENDANGERED SPECIES ACT**

**FAIRVIEW PARK  
COSTA MESA, CALIFORNIA**

**JUNE 8, 2018**

**Prepared for:**

**City of Costa Mesa  
Parks Department  
77 Fair Drive  
Costa Mesa, California 92628-1200**

**Contact: Baltazar Mejia  
(714) 754-5291**

**Prepared by:**

**Glenn Lukos Associates, Inc.  
29 Orchard  
Lake Forest, California 92630  
Contact: Tony Bomkamp/Kevin Livergood  
(949) 837-0404**

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## **EXHIBITS**

1. Regional Map
2. Vicinity Map
3. Restoration Site Plan
4. Site Photographs

## I. EXECUTIVE SUMMARY

This Restoration and Maintenance Plan for Vernal Pools 5 and 6, and the associated watershed area (Complex) which is inclusive of historical Feature 7 located in Fairview Park ("Project Site") in the City of Costa Mesa ("City"), Orange County, California [Exhibit 1 – Regional Map, Exhibit 2 – Vicinity Map, Exhibit 3 – Restoration Site Plan Map, and Exhibit 4 – Site Photographs], has been developed to address potential impacts associated with installation of a decomposed granite foot path in and adjacent to vernal pools (Vernal Pools 5 and 6) occupied by the federally listed endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*). In addition, this plan addresses potential watershed impacts associated with preparation and use of the area surrounding historical Feature 7 as a parking lot and telephone poles that were placed in the vicinity of the former feature to prevent unauthorized vehicular access into the watershed surrounding Vernal Pools 5 and 6. Placement of the telephone poles created shallow indentations in the soil surface. The foot path and telephone poles have been removed. This plan addresses 1) restoration of the foot path (i.e., restoration of the area where the foot path was removed) to original elevation and topography, so as to restore the watershed for Vernal Pools 5 and 6, 2) reestablishment of the impacted portions of Vernal Pool 6 in a manner that results in restoration of the previous functions, 3) repair of indentations in the watershed associated with former Feature 7 caused by the placement of telephone poles and 4) repair of disturbance related to use of the watershed area for parking. This plan also addresses the removal of turf and irrigation along the northern edge of the watershed for Vernal Pool 5 to prevent irrigation runoff from entering Vernal Pool 5, while also providing a natural buffer. The purpose of this plan is to set forth in detail the various components of the vernal pool and watershed restoration plan, including the restoration methods, monitoring and maintenance methods, and success criteria. The plan also includes long-term maintenance activities that will be implemented within the Complex once the restoration activities are completed.

As a result of the presence of the San Diego fairy shrimp and the potential for take of listed species associated with the proposed restoration efforts, these activities are being coordinated with and are subject to approval of the U.S. Fish and Wildlife Service (USFWS), which issued a letter on July 24, 2014 requiring restoration of these areas. Completion of this plan will enhance the survival of San Diego fairy shrimp, thus contributing to the recovery of this species and as such, the actions carried out to implement this plan are anticipated to be covered under a Section 10(a)(1)(A) Recovery Permit, which allows otherwise prohibited take of the San Diego fairy shrimp to enhance the survival of the species.

## II. PROJECT DESCRIPTION

### A. Responsible Parties

Owner:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, California 92628-1200  
Contact: Mr. Baltazar Mejia  
Telephone: (714) 754-5291

Preparer of Restoration and Maintenance Plan:

Glenn Lukos Associates, Inc.  
29 Orchard  
Lake Forest, California 92630  
Contact: Tony Bomkamp  
or Kevin Livergood  
Phone: (949) 837-0404

## **B. Location of Project**

Fairview Park is situated along the bluffs overlooking the Santa Ana River in the City of Costa Mesa, Orange County, California. The park is roughly bounded by Adams Avenue to the north, Santa Ana River to the west, Victoria Street to the south, and is bisected by Placentia Avenue [Exhibits 1 and 2]. Land uses adjacent to the restoration sites include developed parkland to the north, Estancia High School with sports fields to the east, Waldorf School of Orange County and associated sports field to the south, and natural lands including a runway area used by Harbor Soaring Society for flying model planes and a previously restored vernal pool to the west [Exhibit 3]. The topography of the site is flat.

## **C. Brief Summary of Project**

This Restoration and Maintenance Plan includes: (1) restoration of the watershed for Vernal Pools 5 and 6, by restoring the elevation and contours to the conditions prior to installation of the foot path that also ensures that runoff from rainfall is directed toward Vernal Pool 5 rather than collecting on the foot path; (2) reestablishment of portions of Vernal Pool 6 affected by the installation of a foot path along the eastern and southern edges of Vernal Pool 6, which would be accomplished through the reestablishment of the original perimeter contours; (3) repair of the indentations associated with the placement and removal of telephone poles within the watershed of historical Feature 7; (4) removal of non-native weeds and establishment of native vegetation within the watersheds for Vernal Pools 5 and 6 and former Feature 7; and (5) removal of turf grass and irrigation within the watershed of Vernal Pool 5, including reestablishment of native coastal sage scrub shrubs and grasses to provide a natural vegetated buffer and remove the source of potential irrigation runoff. The details for each component of this restoration plan are set forth in detail below. In addition, a Long-Term Management Plan (LTMP) will be implemented once the performance standards for the restoration plan have been achieved. The LTMP will include the following components as describe in more detail in the final section of this plan: training of maintenance personnel, ongoing non-native vegetation control, general maintenance (e.g., trash and debris removal, repair of fencing and signage, and annual reporting.

## **III. GOALS OF RESTORATION AND MAINTENANCE PLAN**

The goal of the Restoration and Maintenance Plan is to contribute to the recovery of the San Diego fairy shrimp through specific restoration and maintenance efforts described in detail below. The restoration plan proposes to restore the limited portions of the watershed associated with Vernal Pools 5 and 6 affected by footpath installation and removal, which will ensure conservation of the San Diego fairy shrimp within these pools. The restoration plan goals will

also be accomplished by restoring the eastern boundary of Vernal Pool 6 to reestablish this component of the pool's watershed, which was affected by installation of the foot path. While former Feature 7 has not been documented to support fairy shrimp (a dry-season survey conducted in summer of 2015 was negative for cysts),<sup>1</sup> remediation of any potential damage to the watershed by placement of the telephone poles, and the preparation and use of this area for parking vehicles would ensure maintenance of existing habitat functions for the historically significant feature, which has in wetter-than-average years supported a small number of vernal pool plants. The goals of the Long-Term Management Plan include ongoing control on non-native invasive species within the watershed areas of Vernal Pools 5 and 6, and former Feature 7, which will be subject to restoration of native scrub and grasslands, maintenance of protective fencing, and regular removal of any trash or debris in the vernal pools or associated watersheds.

#### **IV. IMPLEMENTATION PLAN FOR RESTORATION ACTIVITIES**

##### **A. Responsible Parties**

Owner: City of Costa Mesa  
77 Fair Drive  
Costa Mesa, California 92628-1200  
Contact: Mr. Baltazar Mejia  
Telephone: (714) 754-5291

Preparer of Plan: Glenn Lukos Associates, Inc.  
29 Orchard  
Lake Forest, California 92630  
Contact: Tony Bomkamp<sup>2</sup> or Kevin Livergood  
Phone: (949) 837-0404

##### **B. Implementation Schedule**

A qualified habitat restoration specialist or biologist with a minimum of 5 years of experience in vernal pool restoration in southern California hereinafter referred to as the Project Biologist, will supervise the implementation, maintenance, and five-year monitoring of the restoration activities. Activities with the potential for take of the San Diego fairy shrimp (such as wet- or dry-season surveys and collection of inoculum) will be conducted by Biologists and/or Restoration Specialists (Project Biologist) approved by USFWS and listed on a Section 10(a)(1)(A) Recovery Permit issued to the City specifically for restoration, biological surveys, and long-term maintenance. Implementation of the restoration activities shall occur, to the maximum extent practicable, as soon as possible after plan approval and issuance of a Section 10(a)(1)(A) Recovery Permit to the City, dependent on weather conditions. As the site will need

<sup>1</sup> Glenn Lukos Associates. July 20, 2015. Letter Report to Stacey Love: Submittal Requirements for 2015 Dry Season Survey for Listed Branchiopods Conducted for the Fairview Park Project – Feature 7, Located in the City of Costa Mesa, County of Orange, California. It should be noted that the dry-season survey was conducted after the area was disturbed repeatedly for preparation and use as a parking lot.

<sup>2</sup> Tony Bomkamp has over 22 years of experience restoring vernal pools in southern California.

to be dry to collect inoculum, work may begin after a period of approximately 4 - 6 weeks with no rain events, or after the rainy season, which typically ends in mid-April. The site will be maintained and monitored for a minimum of five years or until specific success criteria are met. Long-term maintenance will continue, once success criteria are met, as described in Section VIII below.

### **C. Implementation of Restoration Plan**

As noted, this plan addresses restoration activities that will contribute to the recovery of the San Diego fairy shrimp, but which also exhibit potential for take of the species. Any activities with potential for take of the San Diego fairy shrimp (Covered Activity) will be performed by qualified individuals, approved by USFWS, and listed in the Section 10(a)(1)(A) Permit issued to the City ("Permit Holder") specifically for the restoration, biological surveys, and long-term maintenance activities described in the Plan. Other activities that exhibit no potential for take will not require coverage under the Recovery Permit, but will contribute to the recovery of the San Diego fairy shrimp through habitat and watershed enhancements. Activities that would be covered under the Recovery Permit are limited to 1) restoration of the watershed area impacted by the foot path adjacent to Vernal Pool 5 and 2) reestablishment of the impacted portions of Vernal Pool 6 to restore previous functions, which includes the introduction of inoculum to the reestablished pool area. Repair of the shallow indentations created by the telephone poles in the vicinity of former Feature 7 and re-vegetation of the surrounding watershed area with coastal sage scrub and native grasses do not exhibit potential for take of the San Diego fairy shrimp.

#### **1. Reestablishment of Impacted portions of Vernal Pool 6 (Covered Activity)**

As depicted on Exhibit 3, a portion of Vernal Pool 6 was affected by installation and removal of the decomposed granite foot path. The watershed of Vernal Pool 6 was also affected by the removal of the foot path, which left the ground surface a few inches lower than the adjacent pool basin. Restoration of the impacted watershed area of Vernal Pool 6 is addressed below.

- a. *Reestablishment of Vernal Pool 6 Contours* - Reestablishment of the impacted portions of Vernal Pool 6 will be directed by the Section 10(a)(1)(A) Permit Holder under the guidance of the Project Biologist. Reestablishment of original contours will be conducted by a grading contractor experienced in the restoration of vernal pool basins. The equipment to be used for reestablishment of the impacted portions of Vernal Pool 6 will be determined by the grading contractor; although it is expected to be a small dozer or bobcat due to the limited area to be restored. An engineered grading plan will not be developed; rather, recontouring will be field-directed and micro elevations and micro grading will be determined and directed by the Project Biologist with final contours established in the field in a manner that is consistent with the original elevation. All soil placement will be directly monitored by the Project Biologist to ensure that no damage to functioning and intact vernal pool habitat occurs. Prior to commencing work, the target basin perimeter will be marked on the ground and the portion of the basin to be avoided will be marked as noted. A transit or laser auto-level will be used to record elevations at various locations both inside and outside of the target basin. Recontouring will be performed until target elevations are achieved. Upon completion of mechanical and hand contouring (using rakes and shovels as needed), final



elevations for the reestablished contours of Vernal Pool 6 will be recorded to 0.05 feet.

- b. *Inoculum Collection and Redistribution* - Collection of inoculum for the San Diego fairy shrimp (and vernal pool plants) from Vernal Pool 1 would be conducted to replace the pool substrate that was removed from Vernal Pool 6. Given the adjacency of the reestablishment area with the existing pool, the area would also be rapidly colonized by both the San Diego fairy shrimp and vernal pool plants. Because of the presence of the San Diego fairy shrimp within the donor vernal pool basins, inoculum collection and redistribution must be conducted by individuals holding a valid Section 10(a)(1)(A) permit for listed branchiopods with prior notification to USFWS as provided in the guidelines<sup>3</sup>.

Inoculum containing San Diego fairy shrimp cysts and vernal pool plants will be collected using the two-percent collection methodology described by Bauder (cited in Michael Brandman Associates and KEA Environmental 1995)<sup>4</sup>. Use of this method ensures that no more than two-percent of the existing propagules are removed from the donor areas. Vernal Pool 1 will provide donor inoculum.<sup>5</sup> Inoculum collection will be performed in the fall season when the site is dry and before the rainy season which typically begins in mid-October and lasts through mid-April. Inoculum collection will occur once the contours of Vernal Pool 6 and the adjacent watershed area are reestablished. Collection of inoculum will be performed using a one-meter quadrat, which is placed in one corner of the donor area. Two one-decimeter quadrats are randomly placed within the one-meter quadrat and the top one centimeter of soil and vegetative material are collected from the area circumscribed by each one-decimeter quadrat, which is then placed in cardboard boxes for transport. The one-meter quadrat is moved to the adjacent one-meter plot and the process is repeated until each one-meter plot from the donor vernal pool is completed.

No formal planting plan or plant palette has been developed. Rather, material salvaged from the donor vernal pool will provide all of the necessary propagules and cysts for the portion of Vernal Pool 6 to be reestablished. Introduction of the collected seed and organic matter (containing cysts) from the donor vernal pools will be accomplished by hand-broadcasting over the surface of the reestablished pool area followed by light raking. All hand-broadcasting will occur between September 15 and October 15, immediately following collection of inoculum.

## **2. Restoration of Watershed Area Damaged by the Foot Path near Vernal Pools 5 and 6 (Covered Activity)**

Restoration of the watershed area damaged by the foot path will be conducted simultaneously with reestablishment of Vernal Pool 6 (see Task 1a above). Removal of the decomposed granite foot path created a "lip" outside of the eastern boundary of Vernal Pools 5 and 6 (note: the basin for Vernal Pool 5 was not affected by the foot path construction or associated removal). The "lip" is generally shallow, averaging about 3 inches and reaches 10 inches in one area, causing

<sup>3</sup> U.S. Fish and Wildlife Service. Revised November 13 2017. *Survey Guidelines for Listed Large Branchiopods*.

<sup>4</sup> Michael Brandman Associates and KEA Environmental. 1995. Kearny Villa Road Vernal Pool Restoration: First Progress Report.

<sup>5</sup> Vernal Pool 1 was selected because it contains San Diego fairy shrimp cysts and exhibits the highest concentration of sensitive plant species including *Navarretia prostrata*, *Myosurus minimis* ssp. *apus*, and *Microseris douglasii* var. *platycarpa*, as well as supporting low densities of non-native species such as *Rumex crispus* and *Lythrum hyssopifolia*.

rainfall that falls on the former path to pond rather than contributing to the hydrological input for Vernal Pools 5 and 6. The ground surface elevations will be restored to ensure positive drainage to the pools as set forth below:

- a. Soils will be imported from other portions of the park that consist of the suitable clays, with the primary site located at the end of Pacific Avenue (extended) near the southwest corner of the park. The soils will be moved from the donor sites to the foot path either by dump truck or by front-end loader. If a dump truck is used and soil is stockpiled, it will be stockpiled on the turf, on top of canvas or plastic covers to ensure that turf is not inadvertently introduced to the restored foot path area.
- b. The clay will be deposited on the foot path areas starting at the southern extent of the foot path, adjacent to Vernal Pool 6, a portion of which extended into the area now occupied by the foot path, and will be spread either by dozer or loader such that positive drainage will occur from the eastern edge of the foot path to Vernal Pool 5. The work will begin adjacent to Vernal Pool 6 and work toward the north past Vernal Pool 5 to where the foot path began. To ensure that there will be minimal soil settlement, the soils will be compacted to approximately 90 percent and will be surveyed to 0.05 inch to ensure that the final elevations of the restored path drain towards Vernal Pools 5 and 6.
- c. An as-built plan with final topographic measurements on the former foot path and in the vernal pools, showing positive drainage to the pools will be prepared and submitted to the USFWS following completion of the restoration of the foot path to pre-existing grades.
- d. The limits of Vernal Pools 5 and 6 will be demarcated using pin flags to ensure that no work encroaches into the pools and that no fill is placed in the pools. To maximize potential success, all work will be directed and supervised by the Project Biologist and any work with the potential for take will also be supervised by the Section 10(a)(1)(A) Permit Holder.
- e. The restored foot path will be re-vegetated with native upland species as set forth in Table 1 of Section C.5. below.
- f. Prior to the initiation of work, the Project Biologist and Section 10(a)(1)(A) Permit Holder will hold a pre-construction meeting on the site with the contractor, including equipment operators, to describe the sensitive nature of the vernal pools and associated biota. The meeting will focus on ingress and egress and avoidance of the existing Vernal Pool 5 and the extant portion of Vernal Pool 6.

### **3. Removal of Turf Grass and Irrigation along Northern Edge of Vernal Pool 5 (Not a Covered Activity)**

An approximately 0.37-acre area of turf grass along the northern edge of Vernal Pool 5 will be removed using mechanized equipment and hand tools as determined appropriate by the City. Following removal of the turf, the area will be treated, through installation of black tarp, to kill the remaining roots of the turf in a manner that has no potential for effects on Vernal Pool 5. If it is necessary to use chemicals, only chemicals approved for use around wetlands will be used and straw wattle will be placed at the lower edge of the restoration area to limit the potential for chemicals from reaching Vernal Pool 5. Following removal and necessary treatment, the area will be revegetated with native upland species per Table 1 in Section C.5. below. The irrigation that currently exists will remain in place to establish the newly planted upland vegetation.

During establishment, the water shall be carefully controlled to prevent excess water from entering Vernal Pool 5. The irrigation will be turned off after vegetation establishment, which is anticipated to occur approximately 2-3 years after planting. In order to ensure that leakage from the irrigation system does not reach Vernal Pool 5, the irrigation system will be inspected at least twice annually for leaks and any leaks detected will be fixed immediately.

#### 4. Repair Damage from the Telephone Poles near Former Feature 7 (Not a Covered Activity)

Shallow indentations in the ground surface were created where telephone poles were placed to restrict vehicle access to Vernal Pools 5 and 6. The poles were placed in the vicinity of a former feature located within the watershed of Vernal Pools 5 and 6. Due to the sensitivity of pools 5 and 6, the watershed (inclusive of Feature 7) will be re-vegetated with native plant species and topographic irregularities resulting from the placement of the telephone poles will be removed. These areas will be repaired by hand-filling the pole indentations with soil harvested from the borrow area identified for restoration of the foot path at Vernal Pool 6. Hand tools would be used to fill and compact the soil such that the grade on either side of the indentations would match the surrounding topography.

While former Feature 7 does not currently exhibit characteristics of a vernal pool, this plan acknowledges that prior to disturbance in the area, Feature 7 and the surrounding watershed may have supported deeper ponding suitable for vernal pool branchiopods and during wetter-than-average years supported a low density of vernal pool plants. Therefore, the area should be preserved for its long-term contribution to the Vernal Pool 5 and 6 watershed and the potential recovery of Feature 7.

#### 5. Upland Planting Plan along Northern Edge of Vernal Pool 5 (Not a Covered Activity)

Following removal of turf grass and site preparation along the northern edge of Vernal Pool 5, the area will be planted with native coastal sage scrub using a combination of seed and container stock. The container stock and seed mix is provided in Table 1 below.

Table 1: Coastal Sage Scrub Plant Palette

Botanical Name	Common Name	
Container Stock		Plants/Acre
<i>Eriogonum fasciculatum</i>	California buckwheat (CSS)	200
<i>Artemisia californica</i>	California sagebrush (CSS)	200
<i>Isocoma menziesii</i>	Coast goldenbush (CSS and Grassland)	100
<i>Stipa lepida</i>	Foothill needlegrass (CSS and Grassland)	100
<i>Stipa pulchra</i>	Purple needlegrass (CSS and Grassland)	100
<i>Melica imperfecta</i>	Coast range melic (CSS and Grassland)	50
<i>Galium angustifolium</i>	Narrow-leaved bedstraw (CSS)	50

Seed		Lbs/Acre
<i>Encelia californica</i>	California bush sunflower (CSS and Grassland)	6.0
<i>Deinandra fasciculata</i>	Fascicled tarweed (Grassland)	1.0
<i>Lupinus bicolor</i>	Miniature lupine (CSS and Grassland)	2.0
<i>Lasthenia californica</i>	California goldfields (Grassland)	2.0

#### 6. Install Protective Fencing and Signs Around Vernal Pool Complex (Not a Covered Activity)

Protective fencing will be installed along the perimeter of the Vernal Pool 5 and 6 Complex, which is inclusive of historical Feature 7 and the associated watershed [Exhibit 3]. Installation of the fencing will be monitored by a qualified biologist to ensure that no incursions occur into vernal pools. Signage prohibiting entry and educating the public of the sensitive habitat will be placed along the fencing at regular intervals as depicted on Exhibit 3.

#### 7. Upland Planting Plan within the Vernal Pool Complex

Disturbance associated with a) installation of the foot path, b) preparation and use of the area in and surrounding historical Feature 7 as a parking area, and c) pedestrian access to the watershed area due to a lack of protective fencing has degraded habitat for San Diego fairy shrimp by increasing the extent and diversity of non-native vegetation within the Vernal Pool Complex. To restore habitat conditions for San Diego fairy shrimp, non-native vegetation will be replaced with coastal sage scrub and native grasslands within the boundary of the proposed fencing (Exhibit 3). Non-native vegetation will be hand pulled from the watershed and replaced with native vegetation per Table 1 above. Larger woody shrubs (e.g., California sagebrush, California buckwheat and coast goldenbush) will be primarily concentrated along the periphery of the fenced area and will further discourage encroachment into the watershed area. Vernal pool-associated flora will be reestablished along the boundary of Vernal Pools 5 and 6 using inoculum collected from Vernal Pool 1, as described in Task 1b above.

#### D. As-Built Conditions

The City will submit a report (including topographic maps and vernal pool locations) to the USFWS within 6 weeks of completion of reestablishment of previous contours and distribution of inoculum, describing as-built status of the restoration project. If the site recontouring and inoculation are not completed within six weeks of each other, separate reports will be submitted describing those specific as-built conditions (separation of recontouring and inoculum distribution would only occur if recontouring were to occur during July or early August and inoculum introduction did not occur until late September or early October).

### V. MAINTENANCE ACTIVITIES DURING THE MONITORING PERIOD

#### A. Maintenance Activities

Maintenance activities will ensure the success of the proposed restoration. Successful

reestablishment of native vegetation and hydrological conditions typically associated with vernal pools will limit establishment of most weedy non-native species. Because collection of inoculum will specifically avoid areas in the existing vernal pools which contain these plants, it is not expected that weedy species will be introduced to Vernal Pools 5 and 6, or the surrounding watershed inclusive of former Feature 7. Trash and other types of unwanted debris will be removed on a regular basis from all areas of the Project Site when the ground is dry. In addition, signage and fencing will be repaired as needed. Should weedy aquatic species become established in numbers or extent that removal is required, there would be potential for take of San Diego fairy shrimp cysts through trampling or dislocation. In order to minimize the potential for take, all weeding activities within Vernal Pools 5 and 6 will be conducted under the supervision of a qualified biologist named on the project Section 10(a)(1)(A) permit.

It is important to note that the vernal pools at Fairview Park generally only fill with water during above-average rainfall years and that when filling occurs, the period of inundation is sufficient to kill most upland non-native grasses and forbs, which invade the pools during low rainfall years or periods of drought. During high rainfall years, the pools experience a "reset" as non-native upland species are eliminated and native vernal pool and other wetland species are dominant. As such, "weeding" within Vernal Pool Basin 6, will focus on invasive aquatic plants such as hyssop loosestrife (*Lythrum hyssopifolia*), brass buttons (*Cotula coronopifolia*), rabbitsfoot grass (*Polypogon monspeliensis*), curly dock (*Rumex crispus*), and prickly grass (*Crypsis* spp.). Maintenance, within the watershed of the Vernal Pool 5 and 6 complex will include removal of non-native annual grasses, including but not limited to: *Bromus* spp., *Avena* spp., *Hordeum* spp., and *Festuca perennis* and forbs including but not limited to: *Brassica* spp., *Raphanus sativus*, *Erodium* spp., and *Centaurea melitensis*.

Because of the potential for large rainfall years and associated long-term ponding to kill the non-native upland annual grasses and forbs, if rainfall during the season preceding weeding results in exceptional ponding, an adaptive management approach will be implemented relative to weeding in Vernal Pool 5, in coordination with USFWS.

Maintenance in the watershed areas will also include replacement of native scrub and grassland container plants that do not survive following installation to ensure that the performance standards set forth below are achieved within the five-year establishment period.

## **B. Responsible Parties**

The City of Costa Mesa will be responsible for financing and ensuring that maintenance activities are funded and implemented.

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, California 92628-1200  
Contact: Mr. Baltazar Mejia  
Telephone: (714) 754-5291

### **C. Maintenance Schedule**

The restoration maintenance program will begin during implementation of the restoration activities and continue for five years, or until final success criteria are met. Maintenance activities will include trash and debris removal within the fenced area on a regular basis when the ground is dry and repair of signage and fencing and will occur on a quarterly basis during the monitoring period. Weeding of non-native upland and invasive aquatic plant species located in the vernal pool basins will be performed by hand only. Mechanized equipment such as weed-whips can be used in areas of watershed restoration for Vernal Pools 5 and 6 but cannot work within 25 feet of the outer extent of the pools as identified by pin flags denoting the limits of ponding.

## **VI. MONITORING ACTIVITIES FOR THE RESTORATION PLAN**

### **A. Final Success Criteria**

#### **1. Target Fauna – San Diego Fairy Shrimp**

Restoration of Vernal Pool 6 and restoration of the watershed associated with the Vernal Pool Complex will contribute to the recovery of the federally-listed San Diego fairy shrimp. In addition, it is assumed that with the installation of fencing, potential future impacts from vehicles will be eliminated, potential threats of degradation from other types of incursion will be minimized, and the functions associated with the existing vernal pools will be maintained.

Success Criteria 1: Criteria for target fauna will be met if gravid females of the San Diego fairy shrimp are present in the reestablished portion of Vernal Pool 6 during any two of the five monitoring seasons that exhibit ponding for a minimum duration necessary to support gravid females. If sufficient ponding does not occur during the five year period, then monitoring will be extended until sufficient rainfall occurs to induce sufficient ponding necessary for support of gravid females. If gravid female San Diego fairy shrimp are detected during two out of five years, then the success criteria are met. If gravid female San Diego fairy shrimp are not detected, the City will consult with USFWS to determine appropriate remedial measures.

#### **2. Target Hydrological Regime**

Hydrological contribution to the vernal pools will continue to originate as direct precipitation into the pools as well as drainage from the watersheds, which will be reestablished to baseline conditions as a result of re-contouring the foot path to ensure positive drainage towards Vernal Pools 5 and 6. In addition, removal of the irrigated turf and dense non-native weeds throughout the watershed will increase the hydrologic input to the Vernal Pool Complex. Any potential minor effects to the watershed associated with former Feature 7 resulting from the telephone pole indentations will also be remedied, reestablishing the baseline condition for the watershed. With implementation of the remedial measures in the watersheds of the Vernal Pool Complex, baseline conditions would be restored. Monitoring conducted during the 2016-2017 rainfall season demonstrated that ponding in Vernal Pools 5 and 6 is of sufficient depth, duration and quality to support San Diego fairy shrimp. Recontouring of Vernal Pool 6 and the former foot

path will ensure that hydrological conditions observed at Vernal Pools 5 and 6 are maintained or improved.

Success Criteria 2: The area where the foot path was removed and restored will exhibit positive drainage toward Vernal Pools 5 and 6, and will exhibit only de minimis ponding following rainfall events in areas where the foot path was removed adjacent to Vernal Pool 6. This is defined as ponding that is no more than a maximum of 0.25 inch deep, and cumulatively covers no greater than three square feet. Should ponding in the area where the foot path was removed and restored be observed more than 24 hours following a rainfall event and the ponding is not contiguous with the basin area of Vernal Pool 5 or 6, then remedial measures including minor re-contouring and the addition of soil<sup>6</sup>, as needed, will be implemented until this success criterion is achieved.

Success Criteria 3: Ponding of sufficient depth, duration, and quality during consecutive days for Vernal Pools 5 and 6 to support gravid female San Diego fairy shrimp during at least two seasons during the five-year monitoring period. If gravid female San Diego fairy shrimp are not detected, the City will evaluate the hydrological data and consult with USFWS to determine appropriate remedial measures.

### 3. Target Vegetation

Restoration of native vegetation throughout the watershed of Vernal Pools 5 and 6, and former Feature 7 will contribute to maintaining the target hydrological regime by limiting the space available for non-native vegetation once it is removed. The species diversity and cover of native vegetation restored north of Vernal Pool 5 (Exhibit 3, "Turf Removal and CSS Planting") and throughout the watershed of Vernal Pools 5 and 6 will be monitored annually for five years or until success criteria are met.

Success Criteria 4: Native species cover within native grassland and coastal sage scrub will be at least 75-percent. Species diversity within the established native grassland and coastal sage scrub, based on the species included in the Plan (i.e., 11 species), will include 90-percent of the species planted (at least 1-percent relative cover of each species) at the completion of the restoration. Container plant survival should be at least 80-percent of the initial planting for the first five years, with all dead container stock replaced at the first and second anniversary of plant installation. Non-native species cover will be no greater than 5-percent and 10-percent of the basins and watersheds respectively (0-percent cover for weed species categorized as High or Moderate in the California Invasive Plant Council (Cal-IPC) Invasive Plant Inventory).

Historically, Vernal Pool 6 supported five native vernal pool or wetland plant species plus two non-native species that often occur in vernal pools or other seasonal wetlands. Native species included creeping spikerush (*Eleocharis palustris*), purslane speedwell (*Veronica peregrine* ssp. *xalapensis*), smooth spike primrose (*Epilobium pygmaeum*), alkali weed (*Cressa truxillensis*), and woolly marbles (*Psilocarphus brevissimus*). Non-natives included hyssop loosestrife (*Lythrum hyssopifolia*) and curly dock (*Rumex crispus*). It is expected that the seed bank for these species remains extant and viable within the portions of Vernal Pool 6 that was not disturbed. Nevertheless,

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<sup>6</sup> Soil will be added as described in Section IV(C) (Implementation Plan), task 2

inoculum from Vernal Pool 1 will be incorporated into the reestablished areas as well as into the undisturbed portions of Vernal Pool 6 (Task 1b above).

Vernal Pool 1 includes a high diversity of vernal pool plants as well as vernal pool associated species. As such, the inoculum from Vernal Pool 1 will include a much higher level of diversity than has previously occurred in Vernal Pool 6.

Success Criteria 5: Vernal Pool 6 will support at least five native vernal pool or vernal pool-associated plant species with each species contributing at least two-percent of the relative cover.

## **B. Monitoring Methods**

### **1. Fairy Shrimp Monitoring**

Wet season surveys for San Diego fairy shrimp will be conducted by individuals holding a valid Section 10(a)(1)(A) permit for listed branchiopods in Restored Basins 5 and 6 for a minimum of 5 years in accordance with the accepted protocol for listed vernal pool branchiopods (*Survey Guidelines for Listed Large Branchiopods*)<sup>7</sup> and until conditions allow for two complete wet season surveys. If ponding depth, duration, and quality are appropriate, but San Diego fairy shrimp are not detected in pools 5 or 6, the basin(s) will be inoculated with cysts collected from Vernal Pool 1 or Vernal Pool 4, as proposed in the current Plan. The presence of San Diego fairy shrimp was confirmed in both Vernal Pools 1 and 4 during 2016-2017 wet season surveys. Both Vernal Pools (1 and 4) were free of versatile fairy shrimp (*Branchinecta lindahli*), making the pools ideal candidates for source inoculate. Monitoring of Vernal Pools 5 and 6 will continue until at least two complete wet season surveys are conducted and result in positive detection of hatched San Diego fairy shrimp that reach a level of maturity sufficient for positive identification.

### **2. Hydrological Monitoring**

Hydrological monitoring will be conducted in areas where the foot path was removed, near Vernal Pools 5 and 6, and in the watershed contributing to the Vernal Pool Complex. Hydrological monitoring will also include observations of ponding at historical Feature 7 to determine if ponding suitable for branchiopods and vernal pool vegetation occurs.

During the first rainy season following restoration of the area where the foot path was removed, hydrological monitoring will be conducted following storm events to determine if ponding is occurring in the area where the foot path was removed. If ponding is contiguous with Vernal Pool 5 or 6, then site visits will continue as needed to determine if a separate pond remains on the foot path as the water dissipates. Three years of hydrological monitoring will be performed between year one and year five to verify that positive drainage occurs following storm events.

Monitoring protocols will also include 1) review of water depth, ponding duration, temperature, and electroconductivity. In order to measure the depth of ponding in the reestablished portion of Vernal Pools 5 and 6, a pvc pipe (or similar device) with clearly identifiable centimeter markings

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<sup>7</sup> U.S. Fish and Wildlife Service. Revised November 13, 2017. *Survey Guidelines for Listed Large Branchiopods*.



will be placed in the deepest area of each existing pool. During each monitoring visit following the onset of ponding, the pool depths at each location will be recorded to the nearest centimeter. In addition, during each visit the aerial extent of ponding will be recorded with a tape measure to the nearest decimeter along the long and short axes of the vernal pool. In addition, the limits of ponding will be mapped using GPS, taking care not to leave foot-prints in the saturated ground immediately adjacent to the vernal pools. Water quality (temperature and electroconductivity) will also be recorded during each visit for each pool that exhibits ponding. Site photographs will also be taken during each monitoring visit.

An individual holding a valid Section 10(a)(1)(A) permit for listed branchiopods with appropriate credentials and experience or person named on the City's Section 10(a)(1)(A) permit for this project can perform hydrological monitoring. Specifically, the hydrological monitor must have a minimum of five years experience in vernal pool creation and/or restoration including quantitative hydrological sampling.

### **3. Vegetation Monitoring**

#### **Coastal Sage Scrub and Native Grasslands**

Vegetation monitoring of the species diversity and cover of native vegetation restored north of Vernal Pool 5 and throughout the Complex will be measured annually for five years.

#### ***Monitoring Methods***

The restoration site will be monitored for five years following the completion of plant installation unless final success criteria are achieved. The monitoring activities will consist of the measurement of performance indicators and assessment of these indicators relative to established performance criteria. The Project Biologist along with other qualified habitat restoration specialists or biologists shall perform monitoring. Continuity within the personnel and methodology of monitoring shall be maintained insofar as possible to ensure comparable assessments.

#### **Qualitative Monitoring**

The Project Biologist or those under supervision by the Project Biologist shall conduct qualitative monitoring surveys on a monthly basis for the first 12 months and quarterly thereafter for the remainder of the monitoring period. Qualitative surveys consisting of a general site walkover and habitat characterization shall be completed during each monitoring visit. General observations such as fitness and health of planted species, pest problems, weed establishment, mortality, and drought stress shall be noted during each site walkover. Records shall be kept of mortality and other problems such as insect damage and weed infestation. The Project Biologist shall determine remedial measures necessary to facilitate compliance with performance standards. All remedial measures undertaken shall be referenced in the annual monitoring reports.

## **Quantitative Monitoring**

For the duration of the five-year monitoring period establishment of the coastal sage scrub and native grassland will be measured through a series of qualitative and quantitative measurements assessing native species cover, percent of planted species represented in the site, and non-native species cover. All of these, except for non-native species cover, should increase with time. If survival and cover requirements are not met, the City is responsible for replacement plantings to achieve these requirements. Replacement plants shall be monitored according to the same survival and growth requirements as initial plantings for the duration of the restoration activities.

Quantitative monitoring will assess the attainment of annual and final success criteria and identify the need to implement contingency measures in the event of failure. Monitoring methods include an annual census of dead and/or declining plant stock, visual estimates of cover, and field sampling techniques that are based in accordance with the methodology developed by the California Native Plant Society (CNPS)<sup>8</sup>. Please refer to *A Manual of California Vegetation* for further details on this sampling method.

### **Sampling Techniques for Vegetation Cover and Diversity**

Percent canopy cover of the native grassland and coastal sage scrub plantings will be measured by using the point-intercept sampling method centered in a 2-meter by 50-meter plot. Two transects will be located within the coastal sage scrub on the slope, two transects will be located in the coastal sage scrub planted along the perimeter of the Complex and three transects will be located within the native grassland areas within the interior of the Complex. At each 0.5-meter interval along each transect (beginning at the 50-cm mark and ending at 50-meter), a point is projected vertically into the vegetation. Each plant species intercepted by a point is recorded, providing a tally of hits for each species in the herbaceous, shrub, and tree canopies, making it possible to record more than 100 hits in any 50-meter transect. Percent cover for each species, according to vegetation layer (herb, shrub, and tree) can be calculated from these data. A list of all additional species within the 250 square-meter belt is subsequently made. The starting point for each transect will be randomly located, using a random numbers table for the first sampling event and permanently marked to facilitate their use in subsequent years.

### **Photo-Documentation**

Permanent stations for photo-documentation will be established during the first annual quantitative monitoring event. Photos shall be taken during each monitoring period from the same vantage point and in the same direction each year, and shall reflect material discussed in the annual monitoring report.

### **Monitoring Schedule**

It is anticipated that all restoration site vegetation will be installed at the same time each year and that annual monitoring will occur in one collective monitoring event per year. Quantitative

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<sup>8</sup> Sawyer, John O. and Todd Keeler-Wolf. 1995. *A Manual of California Vegetation*. California Native Plant Society.

monitoring will be conducted during the month of June during the first year and every year thereafter until all five-year success criteria have been met:

### **Monitoring Reports**

Annual monitoring reports will include the following:

- Data addressing survival and/or replacement of container stock, percent cover of native and non-native species, and diversity of volunteer species within the restoration site;
- Cover and diversity data and associated analysis relative to the Performance Standards;
- Regional and vicinity maps indicating the location of the restoration site;
- A site plan identifying the target habitat and restoration, quadrat or transect locations, fixed photo-point locations and appropriate compass directions in which photographs are taken, photo-point geographic coordinates (latitude and longitude), and other information as needed;
- A list of names, titles, and companies of all persons involved in conducting monitoring event(s) and preparing the annual report; and
- An analysis of all qualitative and quantitative monitoring data that includes a summary of field data sheets.

### **Vernal Pool Plant Species**

For Vernal Pool 6, vegetative cover will be determined by conducting vegetative sampling along established transects within the restored pool. Sampling will be conducted up to three times each season: during the aquatic phase immediately adjacent to ponded areas, immediately upon drying of the basin, and approximately one month following drying of the restored Vernal Pool 6. Two 15-meter transects will be placed randomly (using a random numbers table or similar device) on the north-south axis of the pool and one transect on the east-west axis. Beginning at one meter and continuing at each half-meter through 15 meters, a two-decimeter quadrat will be placed adjacent to the transect tape, alternative sides with each subsequent sample. Percent cover of all species combined, percent cover of non-native species (also combined) along with all species identified within the quadrat will be recorded.

As previously noted, Vernal Pool 5 will be subject to enhancement through introduction of inoculum along the outer margins of the pool. Monitoring of Vernal Pool 5 will consist of four 20-meter transects, that will be established on each side of the pool to capture the diversity and cover of the enhanced pool margins.

### **Photo-Documentation**

Permanent stations for photo-documentation will be established during the first annual monitoring event. Photos shall be taken during each of the three monitoring periods from the same vantage point and in the same direction each monitoring year and shall reflect material discussed in the annual monitoring report.

### **C. Monitoring Schedule**

Hydrological and fairy shrimp monitoring will be conducted on an annual basis, coinciding with the rainy season. Hydrological monitoring will begin with the first rainfall event of one-half inch or greater (whether on one or successive days) or after two inches have fallen cumulatively for the season. Monitoring would continue following each rainfall event of one inch or more with monitoring visits occurring within 24 hours following cessation of rainfall.

Monitoring of the area where the foot path was removed will be conducted following all storm events, within 24 hours of the cessation of rainfall to determine if ponding is occurring in the area where the foot path was removed. If ponding is contiguous with Vernal Pool 5 or 6 then site visits will continue as needed to determine if a separate pond remains on the foot path as the water dissipates. Three years of hydrological monitoring will be performed between year one and year five to verify that positive drainage occurs following storm events. Monitoring of the foot path area can be conducted by City of Costa Mesa personnel.

### **D. Annual Monitoring Reports**

For the duration of the monitoring period, an annual report will be prepared for submittal to USFWS. Monitoring shall be tied to the actual implementation date (e.g., the first annual report shall be delivered on July 1st of the year following the first rainy season after implementation of the restoration plan). These reports shall include the results of the hydrological, fairy shrimp, and vegetation monitoring, and assess attainment of success criteria. These reports will also include the following:

- A list of names, titles, and companies of all persons who prepared the content of the annual report and participated in monitoring activities for that year;
- An aerial photograph indicating location of the areas addressed in the report;
- A restoration site map or aerial photograph identifying restoration activities, photo station locations, and other information (e.g., GPS data points) as appropriate;
- Copies of representative monitoring photographs;
- Copies of completed field data sheets;
- An analysis of all monitoring data.

## **VII. COMPLETION OF RESTORATION PLAN**

### **A. Notification of Completion**

The City will notify the USFWS in writing when the monitoring period is complete and the agency-approved success criteria have been met. If the restoration meets all success criteria within the five-year monitoring period, the restoration will be considered a success. If not, the maintenance and monitoring activities will be extended one full year at a time until success criteria are met. Only those areas that fail to meet the success criteria after the five-year monitoring period will require additional monitoring. This process will continue until all success criteria are met or until the USFWS determines that other restoration measures are appropriate.

Should the restoration effort meet all goals prior to the end of the five-year monitoring period, the USFWS, at their discretion, may terminate the monitoring effort. At that time, the City will be released from further maintenance and monitoring requirements of the restoration area.

#### **B. Agency Confirmation**

Following receipt of the final annual monitoring report, the City will contact USFWS to schedule a site visit to confirm the completion of the restoration effort. The restoration will not be considered complete without an on-site inspection by a USFWS project manager and written confirmation that approved success criteria have been achieved. The USFWS project manager may decide to waive the site visit and provide written confirmation upon reviewing the annual monitoring report.

### **VIII. LONG-TERM MANAGEMENT**

Upon completion of and acceptance by the USFWS that the five-year performance standards have been achieved, implementation of a Long-Term Management Plan (LTMP) will begin. With the successful completion of the habitat restoration and the achievement of the performance standards, it is expected that the Complex containing Vernal Pools 5 and 6 as well as the coastal sage scrub and native grasslands located within the watershed avoidance fencing, will require only limited management activities that would include the following:

- Training of Maintenance Personnel;
- Ongoing Non-Native Vegetation Control;
- General Maintenance (e.g., Trash and Debris Removal, Repair of Fencing);
- Annual Reporting

Specific long-term management activities necessary to implement the measures noted in bullet points above are set forth in more detail below. A qualified Biological Monitor shall be retained to assist in implementing the LTMP and to monitor the status of the LTMP area, including the Vernal Pool Complex and coastal sage scrub. Any monitoring activities that could result in take of the San Diego fairy shrimp must be carried out by a biologist holding a Section 10(a)(1)(A) recovery permit for listed branchiopods. Other activities to be conducted by the Biological Monitor are as follows.

#### **A. Training of Maintenance Personnel**

In order to ensure that maintenance is performed properly, there will be an annual training event for maintenance personnel responsible for general maintenance such as removal of trash and debris, maintenance of fencing, or any other general maintenance needs that arise. The training will be conducted by the Project Biologist. The training will include the following components:

- Avoidance of impacts to nesting avifauna during the avian nesting season (February 15 to September 15);
- Avoidance of direct impacts to native habitat through cutting or trampling; and
- Collection and disposal methods for trash and debris that enters the fenced area (Exhibit 3).
- Each individual participating in the training will sign a “sign-in” sheet that will be included as an appendix in the annual report (discussed below). The training will include the following components: 1) a figure showing the location of vernal pool basins 5 and 6, 2) a description of the pin flags that are used to delineate the basins, and 3) an explanation of the importance of remaining outside of the basin area during maintenance activities unless specifically directed and accompanied by a biologist listed on the City's Section 10(a)(1)(A) Recovery Permit.

To ensure that landscape personnel only remove non-native species, the Project Biologist will prepare a booklet with color photographs of all native plants that occur within the fenced area to ensure that such species are identified as native species to be retained during weeding. Similarly, site photographs of known or expected weeds will be included to guide the landscape maintenance personnel in plants to be removed (e.g., non-native plants commonly found in Fairview Park including those species categorized as High or Moderate in the Cal-IPC Invasive Plant Inventory).

#### **B. Ongoing Non-Native Invasive Vegetation Control**

In order to control non-native plants within the fenced area (Complex), the LTMP will include twice annual maintenance events under the supervision of the Project Biologist to control non-native plants as needed to continue to meet Success Criteria 4. Vegetation control will be conducted under the supervision of a Biologist familiar with a broad suite of non-native grasses and forbs as well and plants on the various lists maintained by the Cal-IPC of invasive plants. Components of the maintenance plan would include:

- Prior to the initiation of vegetation control, the Biologist will identify the locations of invasive plants and other non-native weeds within the fenced area. Any species of invasive plants listed by Cal-IPC will be completely removed. Other non-native weeds such as (but not limited to) five-hook bassia (*Bassia hyssopifolia*), garland chrysanthemum (*Chrysanthemum coronarium*), Australia saltbush (*Atriplex semibaccata*), small-flowered ice plant (*Mesembryanthemum nodiflorum*), tocalote (*Centaurea melitensis*), crystalline ice plant (*Mesembryanthemum crystallinum*), non-native Mediterranean grasses (e.g., *Bromus*, *Avena*, *Hordeum*, etc.) and mustards (*Brassica* spp.) will be maintained at less than ten percent cover in perpetuity.
- Prior to initiation of vegetation control, the Biologist will use GPS data collected during implementation of the Restoration Plan to flag the approximate boundaries of Vernal Pools 5 and 6 to prevent the maintenance crew from entering the pools. The boundaries of the vernal pools may need to be updated over time due to slight changes in topography within the Vernal Pool Complex and associated hydrological enhancements.

- Vegetation control will be conducted twice annually, with the first visit to be conducted optimally in February to identify non-native grasses and forbs prior to seed set; thereby allowing removal in a manner that will over time deplete the seed bank and minimize the need for maintenance. Site visits shall be timed in a manner that ensures that the ground is not sufficiently saturated so as to create impressions in the soil due to walking. A second visit would be conducted in late March or early April, again sensitive to timing of rainfall and soil conditions, to identify later season non-native grasses and forbs, with the same goal of identifying weeds prior to seed set, ensuring that maintenance crews remove weeds prior to seed set.
- Removal of non-native plants including invasive species will be performed in a manner that limits the potential spread of seed or vegetative plants that could germinate. Use of herbicides and pesticides is prohibited within the fenced area. As such, all weed removal will be performed by hand within 25 feet of pool boundaries. Mechanized equipment may be used outside of the 25-foot buffer.

#### **C. General Maintenance**

General maintenance will be conducted on an as-needed basis and will consist of removal of trash and debris that reaches areas of restored habitat when the ground is dry. Maintenance will also include repair of fencing and replacement of signage (as needed). To the extent that general maintenance occurs during the avian nesting season, maintenance personnel will conduct the trash and debris removal within vegetated areas in a manner that does not require disturbance of vegetation (e.g., carefully removing trash and debris by hand without disturbing the vegetation). If unforeseen circumstances arise that require disturbance of vegetation during the avian nesting season (February 15 – September 15), the Project Biologist would be consulted and a nesting bird survey would be conducted prior to the maintenance activities. If nesting birds are detected and could possibly be disturbed by the maintenance, such maintenance would be postponed until the nesting is completed, as determined by the Project Biologist.

#### **D. LTMP Annual Reporting**

At the end of each year of the LTMP, a management report will be prepared by the Biological Monitor and will be submitted to the USFWS. The LTMP Year will be from January 1 to December 31 and each annual report will be submitted by March 15 of the following year. These reports will include:

- A description of the maintenance activities conducted during the previous calendar year;
- The date of and location where the management activities were undertaken;
- Information regarding weed eradication/abatement, including the amount removed and treated, frequency and timing of removal and treatment, and disposal specifics;
- Results associated with any nesting bird surveys implemented during the course of the prior year;

- Photos from designated photo stations; and
- Sign-in sheets from maintenance training sessions (every year).

#### **E. Long-Term Protection of Vernal Pools and Vernal Pool Watersheds**

In order to ensure long-term protection of vernal pools and the associated watershed, the vernal pools and watershed will be subject to two types of protection. To limit human access to the pools, protective fencing similar to the fencing installed around Vernal Pool 1 will be installed around the vernal pool watershed area associated with the Vernal Pools 5 and 6 Complex. Fencing will also be installed around Vernal Pool Complex 4.

In order to ensure that the vernal pools and associated watersheds are not converted to other land uses at some point in the future, the City will include maps delineating the vernal pool watersheds and specific measures requiring the preservation and protection of these areas in the Master Plan for Fairview Park. The City will also include a provision in the Master Plan stating that the delineated areas cannot be adjusted, nor any new uses approved in any portion of those areas, without consultation with and approval from the USFWS.

p:0493-6.VP Restoration Plan-FINAL (060818).docx





Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

## Regional Map

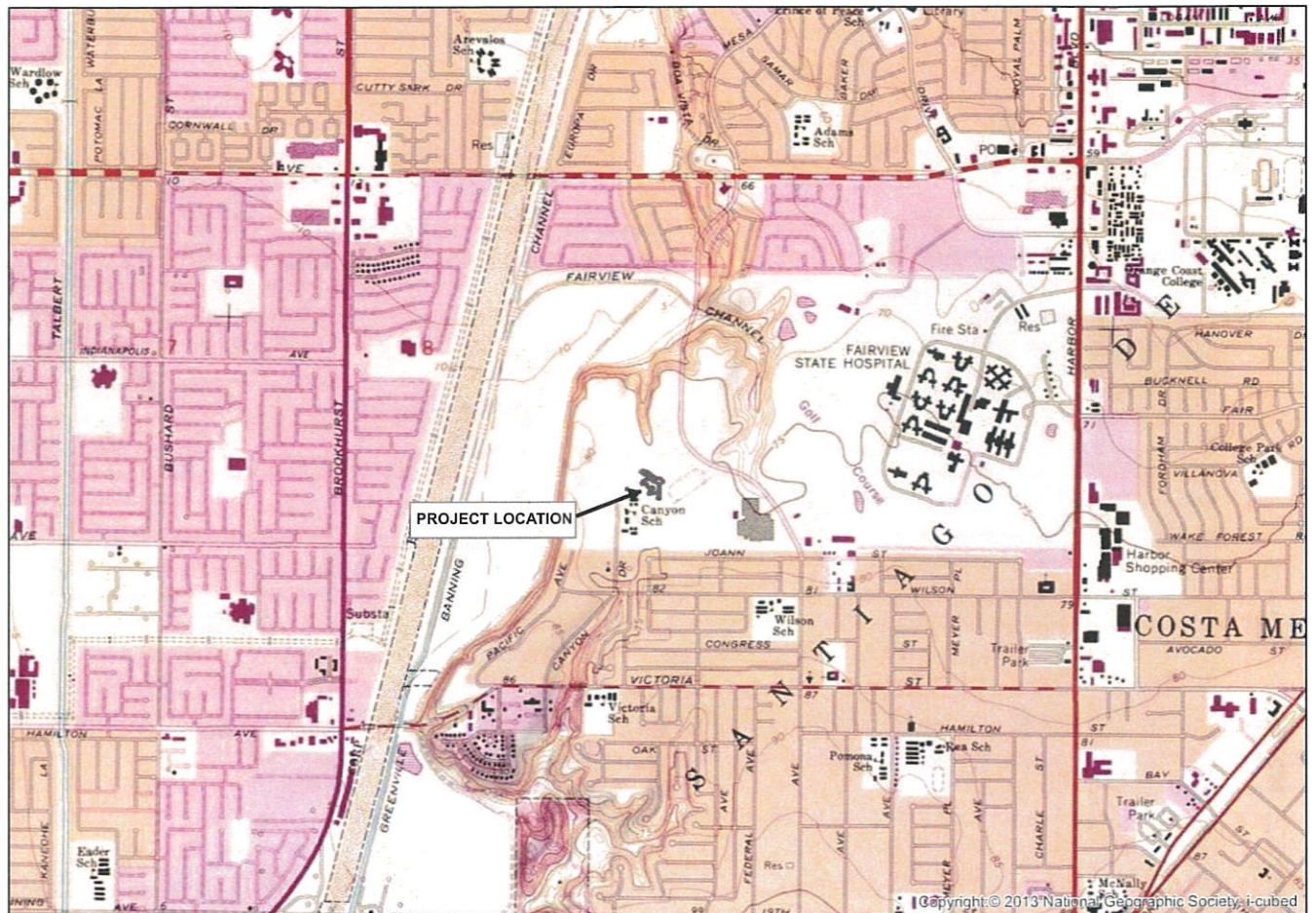
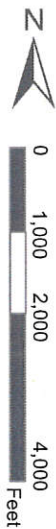
GLENN LUKOS ASSOCIATES

Exhibit 1





Adapted from USGS Newport Beach, CA quadrangle



**FAIRVIEW PARK RESTORATION PROJECT**  
Vicinity Map

GLENN LUKOS ASSOCIATES

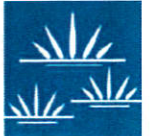


Exhibit 2





### Legend

- Signage Locations Fence
- Existing Fencing
- - - New Exclusion Fencing
- Site Access
- - - Telephone Pole Indentation (209 ft)
- Stockpile/Staging Area
- Watershed Breaks
- Non-Native Vegetation to be Removed (0.08 ac)
- Foot Path Restoration (0.062 ac)
- Turf Removal and CSS Establishment (0.65 ac)
- Vernal Pool
- Vernal Pool Six Reestablishment Area (0.01 ac)
- Native Grassland Establishment (2.97 ac)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

0 37.5 75 150  
Feet



## FAIRVIEW PARK RESTORATION PROJECT

### Restoration/Planting Plan

GLENN LUKOS ASSOCIATES



Exhibit 3

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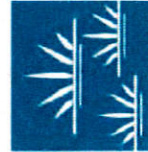




Photograph 1: View of foot path facing north. Note arrows pointing to depressions which will be smoothed to ensure positive drainage to Vernal Pools 5 and 6. The restored foot path will be re-vegetated with native upland species. Vernal Pool 5 is located in the top left of photo, and Vernal Pool 6 is located in the bottom left.



Photograph 2: View of foot path facing south, which will be restored and re-vegetated with native species. Vernal Pool 5 is located to the right of the trail. Vernal Pool 6 is located at the top right of the photograph.



GLENN LUKOS ASSOCIATES

Exhibit 4

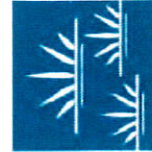
FAIRVIEW PARK RESTORATION  
PROJECT

Site Photographs





Photograph 3: View of Vernal Pool 6 area (bottom right of photo) to be restored. Note trail in the top right corner of photograph. Vernal Pool 5 is located in the top left of the photo.



GLENN LUKOS ASSOCIATES

Exhibit 4



Photograph 4: View of typical indentation in the ground surface where telephone poles were placed to prevent access to Vernal Pools 5 and 6.

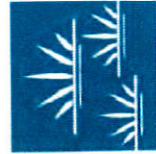
**FAIRVIEW PARK RESTORATION  
PROJECT**

Site Photographs





Photograph 5: View of buffer restoration area facing east. Turf grass in the left of the photo and non-native grasses in the right of the photo will be removed and restored with coastal sage scrub species. Note arrow pointing to existing access to the site.



GLENN LUKOS ASSOCIATES

Exhibit 4



Photograph 6: View of turf restoration area facing west. The rope fencing demarcates the vernal pool watershed boundary.

**FAIRVIEW PARK RESTORATION  
PROJECT**

Site Photographs



Page 1 of 1  
 NATIVE ENDANGERED SPECIES RECOVERY  
 ENDANGERED WILDLIFE

**Permit Number: TE87580B-0**

Effective: 06/14/2018 Expires: 06/13/2023

**Issuing Office:**

Department of the Interior  
 U.S. FISH & WILDLIFE SERVICE  
 Endangered Species Permit Office  
 2800 Cottage Way, Suite W-2606  
 Sacramento, CA 95825-1846  
 permitsR8ES@fws.gov

Digitally signed by  
 ANGELA PICCO  
 Date: 2018.07.11  
 15:22:22 -07'00'

*ENDANGERED SPECIES DIVISION CHIEF*

**Permittee:**

**CITY OF COSTA MESA**  
**77 FAIR DRIVE**  
**COSTA MESA, CA 92626**  
**U.S.A.**

**Name and Title of Principal Officer:**

BALTAZAR MEJIA - ACTING PRINCIPAL ENGINEER

Authority: Statutes and Regulations: 16 USC 1539(a); 50 CFR 17.22, 50 CFR 13.

**Location where authorized activity may be conducted:**

ON LANDS SPECIFIED WITHIN THE ATTACHED SPECIAL TERMS AND CONDITIONS

**Reporting requirements:**

ANNUAL REPORT DUE: 01/31

See permit conditions for reporting requirements

**Authorizations and Conditions:**

A. General conditions set out in Subpart B of 50 CFR 13, and specific conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.

B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local tribal, or other federal law.

C. Valid for use by permittee named above.



SPECIAL TERMS AND CONDITIONS  
City of Costa Mesa

1. Acceptance of this permit serves as evidence that the permittee understands and agrees to abide by the "General Permit Procedures and Permit Regulations for Native Endangered and Threatened Wildlife Species Permits," 50 CFR Part 13, 50 CFR 17.21 and 17.22 (endangered wildlife) and/or 50 CFR 17.31 and 17.32 (threatened wildlife), as applicable found at: <http://www.fws.gov/carlsbad/r8permits/permitprocedures-regulations.htm>
2. The permittee must have all other applicable State and Federal permits prior to the commencement of activities authorized by this permit. In addition, this permit does not authorize access to Federal, Tribal, State, local government, or private lands as it is the responsibility of the permittee to obtain land owner permission prior to commencing permitted activities on such lands.
3. The permittee is authorized to take (conduct habitat restoration and maintenance, collect inoculum, harass by survey, capture, handle, release, and collect adult vouchers) the Riverside fairy shrimp (*Streptocephalus woottoni*) and San Diego fairy shrimp (*Branchinecta sandiegonensis*) (hereafter collectively referred to as listed large branchiopods) in conjunction with the following document:
  - a. *Fairview Park Vernal Pool Restoration and Long Term Maintenance Plan for Vernal Pools 5 and 6, and the Associated Watershed Areas Within the Jurisdiction of the United States Fish and Wildlife Service Pursuant to the Endangered Species Act, Fairview Park, Costa Mesa, California, dated June 8, 2018.*
4. Permitted activities are restricted to the following geographic areas in California:

Fairview Park located in the City of Costa Mesa in Orange County, California.

Notifications to conduct contouring and survey activities at the above authorized locations pursuant to this permit shall be submitted in writing to the Recovery Permit Coordinator at the appropriate Fish and Wildlife Office (FWO) of the U.S. Fish and Wildlife Service (Service) at least 15 days prior to conducting such activities. The appropriate FWO is determined as follows:

**Carlsbad Fish and Wildlife Office (CFWO):**

2177 Salk Avenue, Suite 250, Carlsbad, California 92008 (telephone: 760-431-9440).  
The permit coordinator contact is Stacey Love (stacey\_love@fws.gov).

Notifications shall include, as appropriate: (a) an explanation of the purpose of the study and a clear description of methods, including the names of field personnel and the number and dates of surveys; (b) the number of individuals proposed to be captured and/or collected; (c) a map (at a minimum, a 1:24,000 scale U.S. Geological Survey



(USGS) topographical map) depicting the location of the survey site(s); (d) the assessor's parcel number (APN) for the site (if possible); and (e) geographic information system (GIS) data depicting the survey site or global positioning system (GPS) coordinates (if possible). Information may be submitted electronically if pre-arranged with the Recovery Permit Coordinator.

Fifteen (15) days after the Service's receipt of the notification, the permittee may commence activities authorized by this permit unless authorization is denied by the Service. If the permittee is denied authorization to conduct the proposed activities or activities at the requested location(s), including previously authorized sites, a request for reconsideration may be submitted to the Endangered Species Division Chief at the Service's Regional Office for the Pacific Southwest Region (Region 8), 2800 Cottage Way, Room W-2606, Sacramento, California 95825-1846, as provided in 50 CFR 13.29. The procedures specified in 50 CFR 13.29(b) must be followed.

5. Authorized individuals:

Only individuals on the attached List of Authorized Individuals (List) are authorized to conduct activities pursuant to this permit. The List, printed on Service letterhead, may identify special conditions or circumstances under which individuals are authorized to conduct permitted activities and must be retained with these Special Terms and Conditions. Each named individual will be responsible for compliance with the terms and conditions of this permit.

To request changes to the List, the permittee must submit written requests to the Recovery Permit Coordinator at the CFWO at least 30 days prior to the requested effective date. The request must be signed and dated by the permittee and include:

- a. The permit number.
- b. The name of each individual to be appended to the List.
- c. The resume/qualifications statement of each person to be appended to the List, detailing their experience with each species and type of activity for which authorization is requested.
- d. The names, phone numbers and email addresses of a minimum of two references including letters of reference. Letters of reference should address the individual's qualifications for the specific activities to be conducted.
- e. The names of the individuals to be deleted from the List.

Note: This procedure is for personnel changes only. For requests to renew/amend this permit, a complete application must be submitted to the Region 8 office.

6. Taking of listed large branchiopods:

The permittee is authorized to conduct habitat restoration and maintenance, collect inoculum, harass by survey, capture, handle, release, and collect adult vouchers activities for the listed branchiopods specified in condition number 3 above within the geographic boundaries specified above, and the time limitation specified in the permit, provided that:

- a. For habitat restoration and maintenance:
  - i. Contouring, collection and redistribution of inoculum, and trash and debris removal will only be conducted when soils are dry.
  - ii. Inoculum collection from vernal pool 1 will be conducted after contouring of vernal pool 6 is completed. Immediately following collection, inoculum will be hand-broadcast over the surface of vernal pool basin 6, followed by light raking.
  - iii. Maintenance crews may only remove non-native annual grasses while soils are dry and outside the perimeter of vernal pool basins 5 and 6. Maintenance crews may not enter the pool basins, except as described in 7(a)(iv) below.
  - iv. If needed, weeding within vernal pool basins 5 and 6 will be conducted by persons identified on the permit or other supervised personnel provided they are accompanied by persons identified on the permit.
  - v. Removal of non-native upland and invasive aquatic plant species will be performed by hand only within 25 feet of the outer extent of vernal pool basins 5 and 6.
  - vi. Use of herbicides and pesticides is prohibited within the fenced area.
- b. The permittee conducts all surveys in accordance with the approved *Survey Guidelines for the Listed Large Branchiopods* (Guidelines), dated May 31, 2015, unless authorized in advance by the Recovery Permit Coordinator at the appropriate FWO. The current approved survey guidelines can be retrieved at the following address: ([http://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/es\\_survey.htm](http://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/es_survey.htm))
- c. As specified in the Guidelines, sampling/collecting of hatched individuals or resting eggs is not authorized at any specific location until the permittee requests approval from the appropriate FWO.
- d. For identification and collection of voucher specimens:

- i. Incidentally captured branchiopods that will not be collected as voucher specimens will be returned in good condition to the feature where they were found as quickly as possible.
- ii. For surveys:
  1. Voucher specimens should be collected from each individual feature sampled during a single wet season. Note that a single feature would include all habitat that is hydrologically connected at the time of sampling and permittees should verify the extent of each surveyed feature to prevent taking duplicate voucher specimens. Additional specimens may be taken from individual features if new cohorts of branchiopods are observed, previously undetected species are found, or at the direction of the CFWO.
  2. The number of voucher specimens authorized to be collected and preserved is limited to no more than 20 hatched individuals of each species from each feature per sampling visit, or less than 50 percent of the estimated subpopulation present in the water column, whichever is the lesser amount. For a standard survey we anticipate that primarily males will be collected for identification, but a sample should include no less than three specimens of either sex, and both male and female taxonomic characteristics shall be observed for proper identification.
  3. With written authorization from the CFWO, once the expected listed branchiopod(s) have been documented within a given feature, surveys may cease for that feature.
  4. With written authorization from the CFWO, a single voucher only of each listed species found within a vernal pool complex (as determined by the FWO) may be taken (e.g., to minimize take where branchiopod numbers are limited).
  5. Multiple similar branchiopod species may occupy the same feature in varying numbers. To increase the detectability of a rare species under these circumstances, where feasible, we recommend that 30 specimens, or less than 50% of the estimated subpopulation present in the water column, whichever is the lesser amount, be retained and preserved for identification during each sampling visit where new cohorts of branchiopods are observed (e.g., within Zone C, *B. lindahli* may occur with *B. lynchi* or *B. sandiegonensis*).
  6. Where multiple species within a genus co-occur, hybridization may be observed. Proper identification of hybrids may require the collection of approximately 10 to 15 additional female specimens

(e.g., hybrids between *B. lindahli* and *B. sandiegonensis* are more easily identified with female specimens). In Orange and San Diego County, if any variability in the characteristics of *B. lindahli* and *B. sandiegonensis* is observed, those specimens should be scored relative to a morphological hybrid index (Simovich et al. 2013). A revised version of the morphological hybrid index will be made available on the CFWO's website.

Simovich, M., K. Davis, and A. Bohonak. 2013. Landscape homogenization threatens the genetic integrity of the Endangered San Diego fairy shrimp *Branchinecta sandiegonensis* (Branchiopoda: Anostraca). *Journal of Crustacean Biology* 33(5): 730-740.

- e. The permittee will disinfect sampling and field gear as follows:
  - i. Remove mud, snails, algae, and other debris from nets, traps, boots, vehicle tires, and all other surfaces. Rinse cleaned items with sterilized (e.g., boiled or treated) water before leaving each survey site.
  - ii. Boots, nets, traps, hands, etc. will be scrubbed with either a bleach solution (0.5 to 1.0 cup per 1.0 gallon of water), Quat-128™ (1:60), or a 3 to 6 percent sodium hypochlorite solution and thoroughly rinsed clean with water. Equipment will be rinsed clean with water between study sites. Cleaning equipment in the immediate vicinity of aquatic habitats will be avoided (e.g., clean in an area at least 100 feet from aquatic features). Care will be taken so that all traces of the disinfectant are removed before entering the next aquatic habitat.
  - iii. In remote locations, clean all equipment as described above upon return to the lab or base camp. Elsewhere, when washing machine facilities are available, remove nets from poles and wash with bleach on the delicates cycle, within a protective mesh laundry bag.
  - iv. Used cleaning materials (liquids, etc.) will be disposed of safely at the lab. Used disposable gloves will be retained for safe disposal in sealed bags.
- 7. Minor deviation from the stipulated terms and conditions may be authorized on a case-by-case basis when approved by the applicable FWO unless an amendment to this permit would be required. Changes that would require an amendment to this recovery permit include but are not limited to changes in study plan or research proposal, location, activity, amount or type of take, or species to be covered by the permit.
- 8. This permit does not cover any activities authorized pursuant to a biological opinion or habitat conservation plan (HCP). All such activities must be authorized by the office that wrote the biological opinion, issued the section 10(a)(1)(B) incidental take permit based

on an HCP, or is the lead field office implementing the HCP. Note also that this permit is not to be construed as meaning that the permittee or other authorized individuals are qualified to conduct activities pursuant to a biological opinion or HCP except insofar as the activities are similar to those authorized in this permit. Their qualifications for activities to be done pursuant to the biological opinion are subject to review and written approval for the specific activities by the office that wrote the biological opinion, issued the section 10(a)(1)(B) incidental take permit based on an HCP, or is the lead field office implementing the HCP.

9. This permit does not authorize take of federally listed species that are not specifically authorized pursuant to this permit. However, the Service acknowledges that incidental take of a co-occurring federally listed species could potentially occur while conducting certain permitted activities for some species. When applicable, the following conditions now apply to all federally listed animals that the permittee is not authorized to take pursuant to this permit, but which may be incidentally sighted, encountered, captured, injured, or killed:
  - a. Each individual authorized pursuant to this permit shall be knowledgeable about potentially co-occurring listed species that may occur throughout the habitats in which permitted activities are conducted. Additionally, individuals must be observant and cautious to the extent practicable in order to minimize take.
  - b. Any federally listed animal that the permittee is not authorized to take pursuant to this permit, but is incidentally captured during the course of conducting authorized activities, shall be released immediately at the point of capture.
  - c. During the course of your permitted activities, if an incidental injury or mortality occurs to a federally listed species not authorized in this permit, the permittee shall follow instructions specified in condition 10 below.
  - d. Any incidental capture, injury or mortality of a federally listed species not authorized in this permit shall be recorded and reported in the annual report submitted pursuant to this permit.
  - e. All incidental encounters, sightings, capture, injury, or mortality of other federally listed species not authorized under this permit shall be recorded and reported in the annual report submitted pursuant to this permit. We request that it also be reported to the California Natural Diversity Database (CNDDB) as specified in condition number 13 below.
10. The number of individuals allowed to be incidentally injured or killed during permitted activities is 5 individuals of each listed large branchiopod species (and an unquantifiable number of eggs) in any calendar year.
  - a. Any incidental injury or killing must be reported within 3 working days to the



Regional Recovery Permit Coordinator (telephone: 760-431-9440) and the Recovery Permit Coordinator at the CFWO.

- b. In the event that the number of individuals allowed to be incidentally injured or killed is exceeded during the performance of permitted activities, the permittee must:
    - i. Immediately notify the Regional Recovery Permit Coordinator and the Recovery Permit Coordinator at the CFWO. Within 3 working days, the permittee shall follow-up such verbal notification in writing to each office.
    - ii. With the written notification, the permittee is to provide a report of the circumstances that led to the injury or mortality. A description of the changes in protocols that will be implemented to reduce the likelihood of such injury or mortality from happening again should be included, if appropriate. A copy of this report shall also be sent to the California Department of Fish and Wildlife (CDFW), Attention: Permitting Biologist, Wildlife Branch, 1812 Ninth Street, Sacramento, California 95811 (telephone: 916-445-3764).
  - c. Dead specimens and/or appropriate parts of dead specimens that are incidentally taken pursuant to this section shall be preserved in accordance with standard museum practices. Within 120 days, the preserved specimen(s) shall be properly labeled and deposited with one of the designated repositories specified below. Specimens must be accessioned with complete collecting data. The permittee shall supply the repository with a copy of this permit to validate that the specimens supplied to the museum were taken pursuant to a permit. Collection data (e.g., dates and location) and deposition of carcasses by the permittee must be reported in the subsequent annual report.
- 11. The permittee is authorized to salvage all authorized species' carcasses and provide them to one of the designated repositories within 120 days by following condition number 10.c above. Any specimens salvaged will be documented and specified in the annual report submitted to the appropriate field office.
  - 12. Designated repositories:

The California Academy of Sciences, Golden Gate Park, San Francisco, California; the Los Angeles County Museum of Natural History, Los Angeles, California; the Bohart Museum, University of California, Davis, California or any other institution designated in writing by the appropriate FWO.
  - 13. California Natural Diversity Database forms shall be completed, as appropriate, for each listed species addressed herein and submitted to the Biogeographic Data Branch, CDFW, 1416 9th Street, Suite 1266, Sacramento, California 95814 (also accessible online

at: <https://www.wildlife.ca.gov/Data/CNDDDB>). Copies of the form can be obtained from the CDFW at the above address (telephone: 916-322-2493). The appropriate field office will be notified via email when the forms are submitted. This can consist of a one sentence email simply stating the forms were submitted.

14. All reports or other documents that include information gathered under the authority of this permit (e.g., reports prepared by consulting firms for their clients, theses, or scientific journal articles) shall reference this permit number. Copies of such documents shall include a transmittal letter and be provided to the Recovery Permit Coordinator at the appropriate FWO upon their completion. Draft documents, raw/field data, and other information resulting from work conducted under the authority of this permit shall be submitted to the Service upon request.

15. Annual reports:

Two types of annual reports shall be submitted to the Recovery Permit Coordinator at the appropriate FWO by January 31, following each year this permit is in effect as specified below. Note electronic reporting requirements below.

- a. Annual summary report:

In order to track, document, and assess all activities conducted pursuant to this permit, we are requiring an annual summary report be submitted that summarizes all of the activities conducted pursuant to this permit during the previous calendar year. Activities that are continuous (i.e., overlapping in two or more calendar years), must be reported each year the activity is in effect. The annual summary report shall be in the following format to include and not be limited to the following:

- i. Permittee name and number with date of expiration;
- ii. A section listing all authorized activities conducted for each permitted species during the previous calendar year. This information can be in tabular format and should provide a summary of each activity for each species authorized in this permit. This section shall include but not be limited to:
  - A. The name and title of each permitted activity conducted during the previous calendar year (preferably the same title as the reports previously or concurrently being submitted to the Service as specified in condition 15(b) below);
  - B. The specific location of the project site, including the County;

- C. The common and scientific names of the listed species for which the permitted activity was conducted;
  - D. Whether or not the species was observed;
  - E. The date and name of the Service office where each individual report(s) have been or will be submitted;
  - F. Whether or not GIS data was submitted; and
  - G. The version of each activity report (draft or final) and the report date. If a draft report was submitted, indicate the reason (ongoing activities; processing/analysis of data, final report in review, final report in progress, etc.) and the anticipated final report finish date.
- iii. Number of individuals incidentally injured and/or killed, including dates, locations, circumstances of take, and depository receiving the preserved specimen(s). If no injuries or mortalities occurred, please state this in writing in your annual summary report.
  - iv. Other pertinent observations made regarding the status or ecology of the species.
  - v. Planned future activities, if authorized under this permit.
  - vi. If no activities were conducted with any or all species authorized under the permit during the previous year within any field office jurisdiction, you must state this in writing in your annual summary report to that field office.
- b. Comprehensive project reports:
- i. For each project-specific activity, the permittee shall submit a comprehensive annual report to the appropriate FWO in the following format:
    - (i) an introduction section addressing reasons and objectives for performing the activity; (ii) a methodology section which includes an overview of the methods used to collect and analyze data and/or perform habitat management; (iii) a results section that provides and summarizes the data collected and areas where habitat management was performed, including information on any other federally listed species detected while conducting activities authorized under this permit; and (iv) a conclusion section that specifically provides recommendations for recovery of the species and any plans for future studies. Activities that are continuous (i.e., overlapping in two or more calendar years), must be reported each



year the activity is in effect to the appropriate FWO. Information may be submitted electronically if pre-arranged with the Recovery Permit Coordinator. The annual report shall include, but not be limited to:

- A. On the cover page of the report, include the title, location, permit number, permittee name, date and time frame of the activity, and date of preparation on the report.
- B. Summary presentations and brief discussions of survey and monitoring results;
- C. Locations sampled or study area(s) delineated on a 7.5 minute U.S. Geological Survey topographic map at 1:24,000 scale. The name of the USGS map identified;
- D. The names of all personnel conducting the activity and associated permit numbers.
- E. The results of all sampling efforts, including the numbers and life stage of each listed species observed, dates of observation, and estimates of population sizes; and
- F. Other pertinent observations made during sampling efforts regarding the status or ecology of the species.

16. Electronic Reporting requirements:

All reports must be submitted electronically. Electronically submitted reports must be sent using the following conditions:

- a. Hard copy reports are no longer accepted.
- b. Each report must be saved as one PDF only. Zipped files, other file formats, and Excel spreadsheets are not accepted. One exception: Statements of no activity may still be sent in the body of an email.
- c. Each report must “stand alone” from any correspondence or transmittal, and must contain the permittee name and permit number at minimum.
- d. Emails are limited to 25 megabytes in size. If emails with attachments exceed this size limitation, please: (1) send the attachments in separate emails (but do not break up individual reports; again, only one PDF per report), or (2) submit them on a DVD or CD. Again, do not zip the file(s) and do not send file formats other than PDF. Links for file download and thumb drives are not accepted.
- e. Unless a report is revised, please send each report only once. Do not send duplicates.
- f. Please only send GIS files if the field office Recovery Permit Coordinator previously arranged for receipt of these data from you.

- g. Please include your recovery permit number in the subject line or body of all emails.
17. Failure to comply with reporting requirements of this permit may result in non-renewal or suspension/revocation of this permit.



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Acting Endangered Species Division Chief



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Pacific Southwest Region  
2800 Cottage Way, Suite W-2606  
Sacramento, California 95825-1846

## LIST OF AUTHORIZED INDIVIDUALS TE-87580B-0

1. Individual authorized to independently supervise restoration of damaged areas (i.e., reestablish contours) of vernal pools 5 and 6 for listed large branchiopods pursuant to this permit:

Tony Bomkamp.

Other individuals (e.g., grading contractors) may conduct activities pursuant to this permit only under the direct, on-site supervision of an independently authorized individual specified above. For this activity only, "on-site supervision" is defined as an unauthorized person conducting activities within sight of an authorized individual.

2. Individuals authorized to independently conduct wet season surveys and inoculum collection for listed large branchiopods pursuant to this permit:

Kevin Livergood and David Moskovitz.

3. Individual authorized to independently conduct hydrology monitoring for listed large branchiopods pursuant to this permit:

David Moskovitz.

4. Individuals authorized to independently conduct vegetation maintenance and monitoring within vernal pool basins 5 and 6 for listed large branchiopods pursuant to this permit:

Shahrazad Asgari, Tony Bomkamp, Kevin Livergood and David Moskovitz.

Other individuals may conduct activities pursuant to this permit only under the direct, on-site supervision of an independently authorized individual specified above. "On-site supervision" is defined as an unauthorized person conducting activities within 3 meters (9.8 feet) of an authorized individual.

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Acting Endangered Species Division Chief

This List is only valid if it is dated on or after the permit issuance date.





Legend

- Signage Locations Fence
- Existing Fencing
- New Exclusion Fencing
- Site Access
- Telephone Pole Indentation (209 ft)
- Stockpile/Staging Area
- Watershed Breaks
- Non-Native Vegetation to be Removed (0.08 ac)
- Foot Path Restoration (0.062 ac)
- Turf Removal and CSS Establishment (0.65 ac)
- Vernal Pool
- Vernal Pool Six Reestablishment Area (0.01 ac)
- Native Grassland Establishment (2.97 ac)

0 37.5 75 150  
Feet



FAIRVIEW PARK RESTORATION PROJECT  
Restoration/Planting Plan

GLENN LUKOS ASSOCIATES  
Fairview Park  
Vernal Pools 5, 6, & 7 Restoration Plan





**11. ACCEPTANCE OF A \$150,000 GRANT FROM STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR VERNAL POOL WATERSHED RESTORATION (02:21:30)**

No public comments on this item.

**MOVED/SECOND:** Mayor Pro Tem Stephens/Council Member Reynolds

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Genis, Council Member Mansoor, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Stephens, and Mayor Foley.

Nays: None

Absent: None

Motion carried: 7-0

**ACTION:**

1. City Council accepted a \$150,000 grant from the State of California Department of Parks and Recreation for restoration of the watersheds associated with vernal pools 4, 5, 6 and 7 in Fairview Park; and
2. Approved a budget adjustment recognizing \$150,000 in State grant funding and appropriating a total of \$300,000 to the Fairview Park Vernal Pool and Watershed Restoration Project; \$150,000 in State grant funding and \$150,000 in required matching funds collectively transferred from the following Fairview Park projects:
  - Capital Improvement Program - Fund 401:
    - \$31,158.19 from the Delineation Fencing (ORA58)
    - \$55,000 from the Parking Lot Rehab
    - \$60,000 from the Delineation Fencing (Vernal Pools)
  - Park Development Fees - Fund 208:
    - \$3,841.91 from the Emergency Bluff Repair; and
3. Approved filing a 20-year deed restriction on the restored parcels.

City Council recessed into a break at 8:25 p.m.

City Council reconvened from a break at 8:37 p.m.

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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-786

**Meeting Date:** 7/19/2022

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**TITLE:**

**ACCEPTANCE OF THE DOWNTOWN AQUATIC CENTER POOL REPLASTER PROJECT, CITY PROJECT NO. 21-08**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Accept the work performed by California Waters Development, Inc., 23311 E. La Palma Avenue, Yorba Linda, CA 92887, for the Downtown Aquatic Center Pool Replaster Project, City Project No. 21-08, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.

**BACKGROUND:**

On December 7, 2021, a construction contract in the amount of \$281,340 was awarded to California Waters Development, Inc. The awarded project involved removing all the old finish materials of the Downtown Aquatic Center (DAC) swimming pool including plaster, tile, and pool appurtenances. The pool was fully repaired, including the refurbishment of the rusted rebar and inner concrete surfaces of the pool and refinishing the pool with new plaster and tile. The project includes upgrades to the handrail escutcheons, drain inlets, drain returns, pool lights, and a new ADA pool lift as part of the pool replaster improvement project.

**ANALYSIS:**

The work required by the contract documents was completed on June 3, 2022 to the satisfaction of the City Engineer. The final contract cost amounted to \$288,992.52. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Original Contract Amount:	\$281,340.00
Contract Change Order No. 1	\$ 10,000.00
Final Quantity Adjustments:	(\$ 2,347.48)
Final Contract Cost:	\$288,992.52

During construction, it was determined that existing metal inserts around the perimeter of the pool had not been properly bonded during the original pool construction. To properly bond the metal inserts and complete construction of the pool in compliance with the latest applicable codes and standards, Contract Change Order No. 1 was processed within the overall project contingency limits.

As of this date, there are no Stop Notices filed against the monies due to California Waters Development, Inc.



BEFORE

AFTER

### **ALTERNATIVES:**

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

### **FISCAL REVIEW:**

The project was funded from the appropriated Capital Improvement Project (CIP) Budget and Building Modification Project funding.

### **LEGAL REVIEW:**

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

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

This item supports the following City Council Goal:

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

### **CONCLUSION:**

Staff recommends the City Council:

1. Accept the work performed by California Waters Development, Inc., 23311 E. La Palma Avenue, Yorba Linda, CA 92887, for the Downtown Aquatic Center Pool Replaster Project, City Project No. 21-08, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond, if appropriate, at the conclusion of the one-year warranty period.



# ATTACHMENT 1

## COST SUMMARY

**PAYMENT TO:** PAYMENT TO: CALIFORNIA WATERS  
23311 E. LA PALMA AVE. YORBA LINDA, CA 92887

**PROJECT:** DOWNTOWN AQUATIC CENTER POOL RE-PLASTERING PROJECT  
CITY PROJECT 21-08

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY		QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE		PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
1	1	LS	MOBILIZATION	\$46,640.00	100.00	%	0.00 %	100.00	%	\$46,640.00	\$0.00	\$46,640.00	\$46,640.00
2	1	LS	DRAIN EXISTING POOL	\$1,688.00	100.00	%	0.00 %	100.00	%	\$1,688.00	\$0.00	\$1,688.00	\$1,688.00
3	1	LS	DISCONNECT EXISTING EQUIPMENT	\$388.00	100.00	%	0.00 %	100.00	%	\$388.00	\$0.00	\$388.00	\$388.00
4	4,600	SF	REMOVE EXISTING POOL PLASTER, JOINT SEALANTS, AND DAMAGED TILE	\$10.96	4,600.00	SF	0.00 SF	4,600.00	SF	\$50,416.00	\$0.00	\$50,416.00	\$50,416.00
5	2,000	SF	REMOVE RUSTED SECTIONS OF CONCRETE POOL	\$5.29	2,000.00	SF	0.00 SF	2,000.00	SF	\$10,580.00	\$0.00	\$10,580.00	\$10,580.00
6	100	LF	REPAIR, AND/OR REPLACE REBAR	\$65.88	100.00	LF	0.00 LF	100.00	LF	\$6,588.00	\$0.00	\$6,588.00	\$6,588.00
7	2,000	SF	REPLACE CONCRETE POOL SECTIONS	\$2.89	2,000.00	SF	0.00 SF	2,000.00	SF	\$5,780.00	\$0.00	\$5,780.00	\$5,780.00
8	900	SF	REPLACE TILE	\$90.04	900.00	SF	0.00 SF	900.00	SF	\$81,036.00	\$0.00	\$81,036.00	\$81,036.00
9	1	LS	RE-PLASTER POOL	\$36,100.00	100.00	%	0.00 %	100.00	%	\$36,100.00	\$0.00	\$36,100.00	\$36,100.00
10	1	LS	POOL SYSTEM REFILL/START-UP	\$8,388.00	100.00	%	0.00 %	100.00	%	\$8,388.00	\$0.00	\$8,388.00	\$8,388.00
11	1	LS	REMOVE/INSTALL NEW ADA LIFT	\$8,288.00	100.00	%	0.00 %	100.00	%	\$8,288.00	\$0.00	\$8,288.00	\$8,288.00
12	1	LS	PERMITS AND INSPECTIONS	\$4,948.00	100.00	%	0.00 %	100.00	%	\$4,948.00	\$0.00	\$4,948.00	\$4,948.00
13	1	FA	REVISED ALLOWANCE REMAINING= CCO#1 + ORIG. ALLOWANCE - ALLOWANCES= \$30,500 - ALLOWANCE AUTHORIZATIONS=	\$2,347.48	0.00	FA	0.00 FA	0.00	FA	\$0.00	\$0.00	\$0.00	\$2,347.48
13.1	1	LS	AA 13.1 - REPLACE ESCUTCHEONS	\$2,102.18	100.00	%	0.00 %	100.00	%	\$2,102.18	\$0.00	\$2,102.18	\$2,102.18
13.2	1	LS	AA 13.2 - REPLACE FLOOR INLET RETURNS	\$3,685.00	100.00	%	0.00 %	100.00	%	\$3,685.00	\$0.00	\$3,685.00	\$3,685.00
13.3	1	LS	AA 13.3 - REPLACE MAIN DRAIN COVERS	\$1,337.34	100.00	%	0.00 %	100.00	%	\$1,337.34	\$0.00	\$1,337.34	\$1,337.34
13.4	1	LS	AA 13.4 - REPLACE LIGHTS	\$9,072.00	100.00	%	0.00 %	100.00	%	\$9,072.00	\$0.00	\$9,072.00	\$9,072.00
13.5	1	LS	AA 13.5 - BONDING & ANCHORS	\$11,956.00	100.00	%	0.00 %	100.00	%	\$11,956.00	\$0.00	\$11,956.00	\$11,956.00
								<b>BID TOTAL:</b>		<b>\$288,992.52</b>	<b>\$0.00</b>	<b>\$288,992.52</b>	<b>\$291,340.00</b>



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-793

**Meeting Date:** 7/19/2022

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**TITLE:**

**ACCEPTANCE OF THE CITYWIDE STREET REHABILITATION PROJECT - MAINTENANCE ZONES 6 AND 7, CITY PROJECT NO. 20-18**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Accept the work performed by R.J. Noble Company, Inc. ("R.J. Noble"), for the Citywide Street Rehabilitation Project - Maintenance Zones 6 and 7, City Project No. 20-18, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

**BACKGROUND:**

On October 20, 2020, the City Council awarded a construction contract to R.J. Noble for the Citywide Street Rehabilitation Project - Maintenance Zones 6 and 7.

The City conducts an annual capital improvement program repairing, improving, and installing existing and new asphalt concrete pavement. The scope of work for the Citywide Street Rehabilitation Project ("Project") consists of general asphalt concrete rehabilitation, needed replacement of crushed miscellaneous base, grind & overlay, and any additional work needed to complete the Project in accordance with the project specifications.

In addition, certain concrete improvements, such as sidewalks and driveways, located along the City's streets required repair due to age, soil conditions, and water intrusion.

The street rehabilitation improvements are citywide, but the project focused on Maintenance Zones 6 and 7, which comprise of the City's Westside neighborhoods, south of West 19th Street and west of Newport Boulevard (Attachment 1).

In addition, Bristol Street from Randolph Avenue to northbound Newport Boulevard was newly striped and marked according to the City's Active Transportation Plan (ATP) with new bicycle facilities, green conflict zones, and K71 bollards.

### **ANALYSIS:**

The work required by the contract documents was completed on June 1, 2022 to the satisfaction of the City Engineer. The final contract cost amounted to \$2,543,339.23. A report of the final costs is included as Attachment 2.

A summary of the costs is as follows:

Original Contract Amount:	\$2,624,860.00
Final Quantity and Unit Cost Adjustments:	(\$ 81,520.77)
<b>Final Contract Cost:</b>	<b>\$2,543,339.23</b>

The final contract cost reflects a 3.1% decrease to the final contract amount due to quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to R.J. Noble.



**West 16th Street**



**Bristol Street**

### **ALTERNATIVES:**

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

**FISCAL REVIEW:**

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

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This project supports the following City Council Goal:

- Strengthen the Public’s Safety and Improve the Quality of Life

**CONCLUSION:**

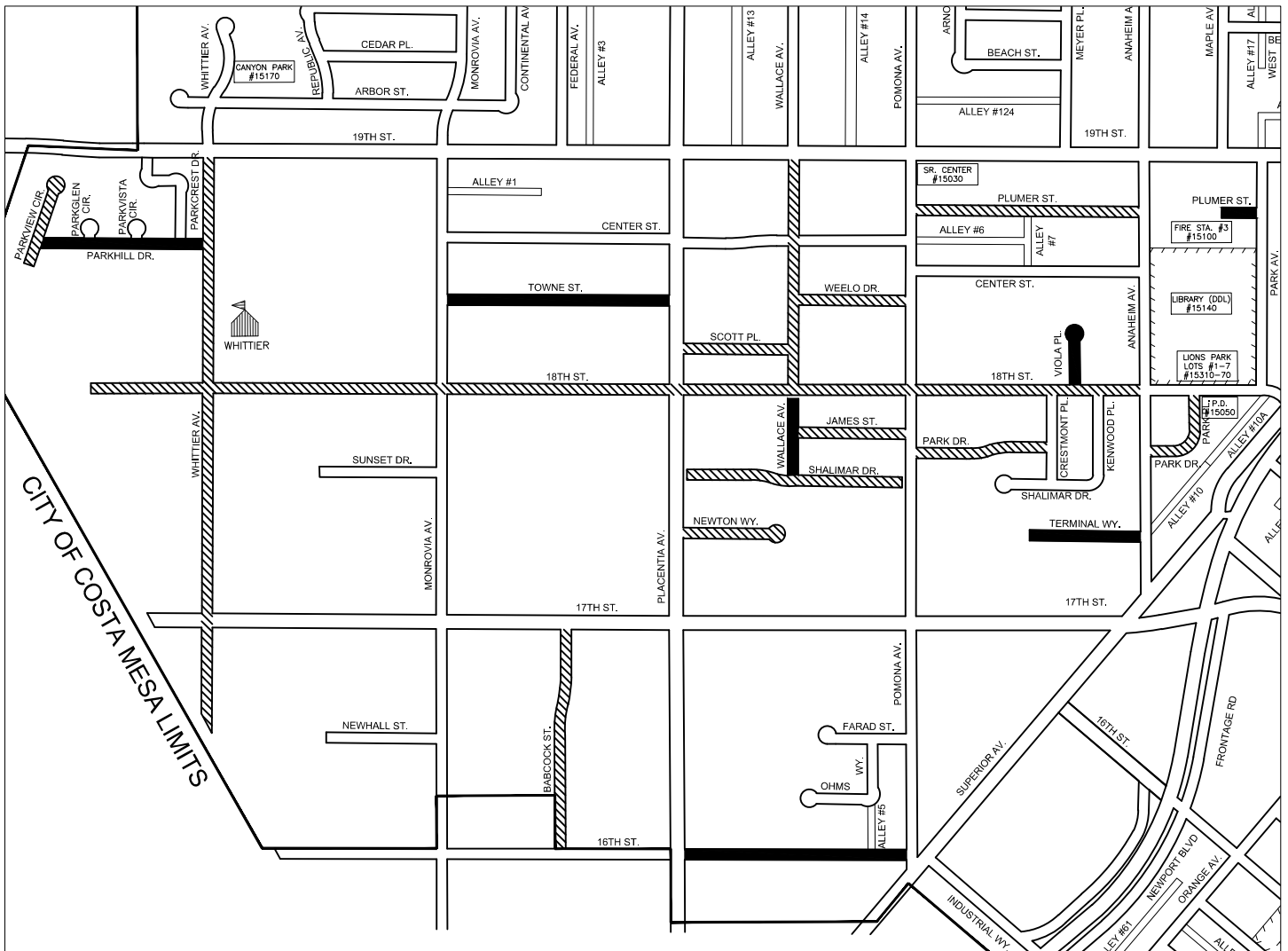
Staff recommends the City Council:

1. Accept the work performed by R.J. Noble Company, Inc. (“R.J. Noble”), for the Citywide Street Rehabilitation Project - Maintenance Zones 6 and 7, City Project No. 20-18, and authorize the City Clerk to file the Notice of Completion
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.



# CITY OF COSTA MESA

## Public Services/Engineering

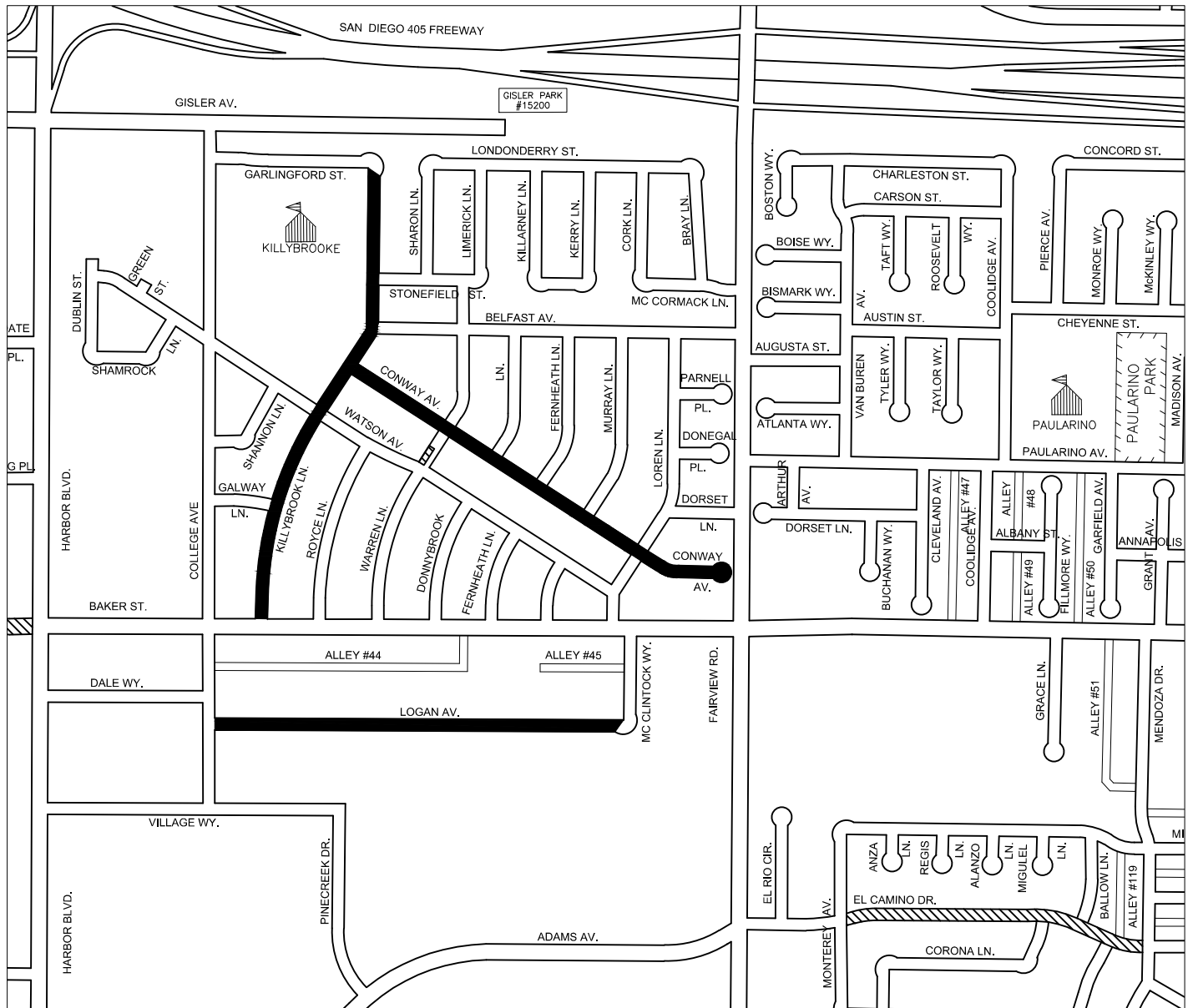


### STREET REHABILITATION PROJECT #20-18 (MAINTENANCE AREAS 6 AND 7) - AS BUILT

- STREET REHABILITATION LOCATIONS
- LOCAL DIGOUTS AT SELECT LOCATIONS



**CITY OF COSTA MESA**  
Public Services/Engineering



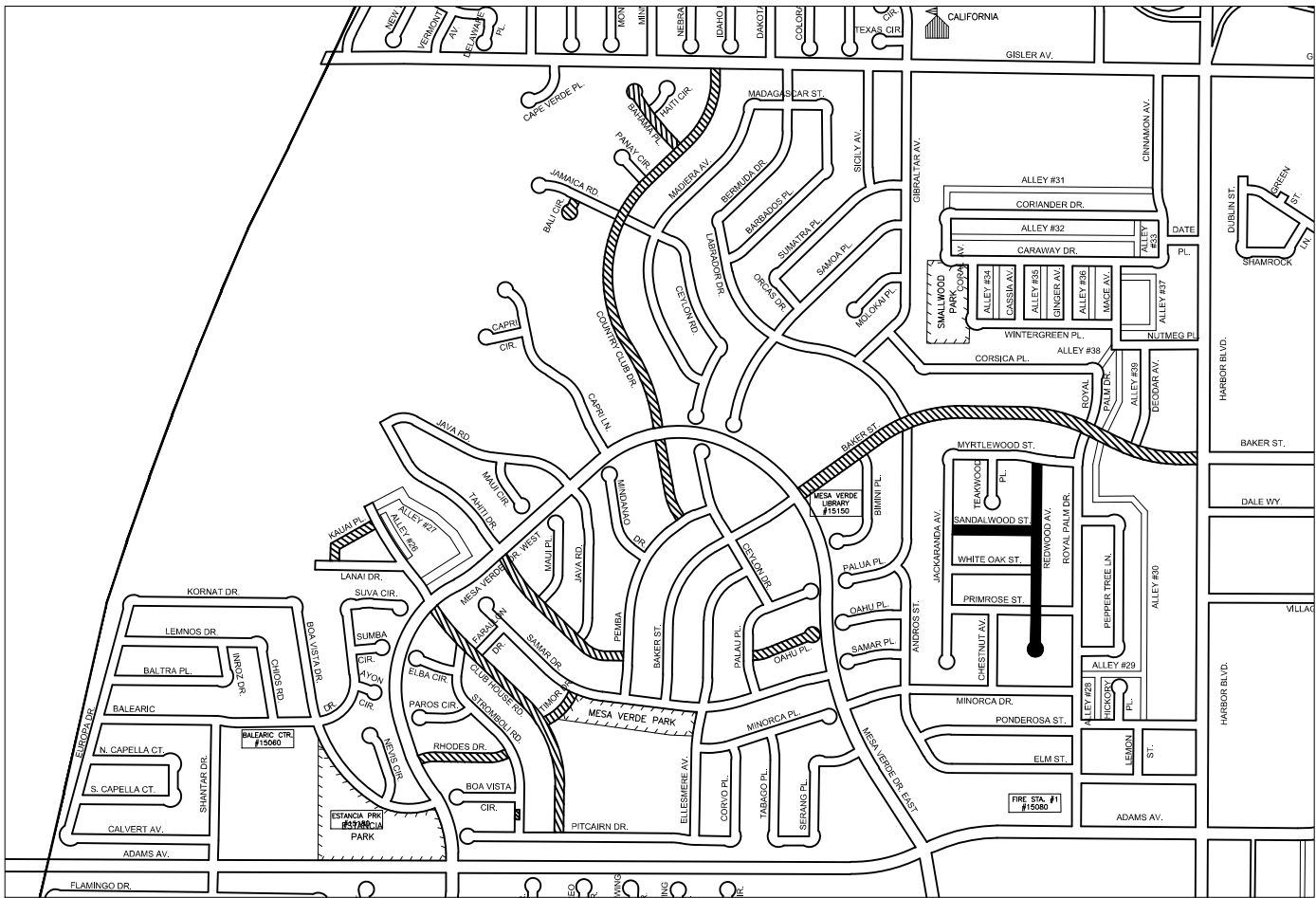
# STREET REHABILITATION PROJECT #20-18 - AS BUILT

-  STREET REHABILITATION LOCATIONS  
 LOCAL DIGOUTS AT SELECT LOCATIONS



# CITY OF COSTA MESA

## Public Services/Engineering



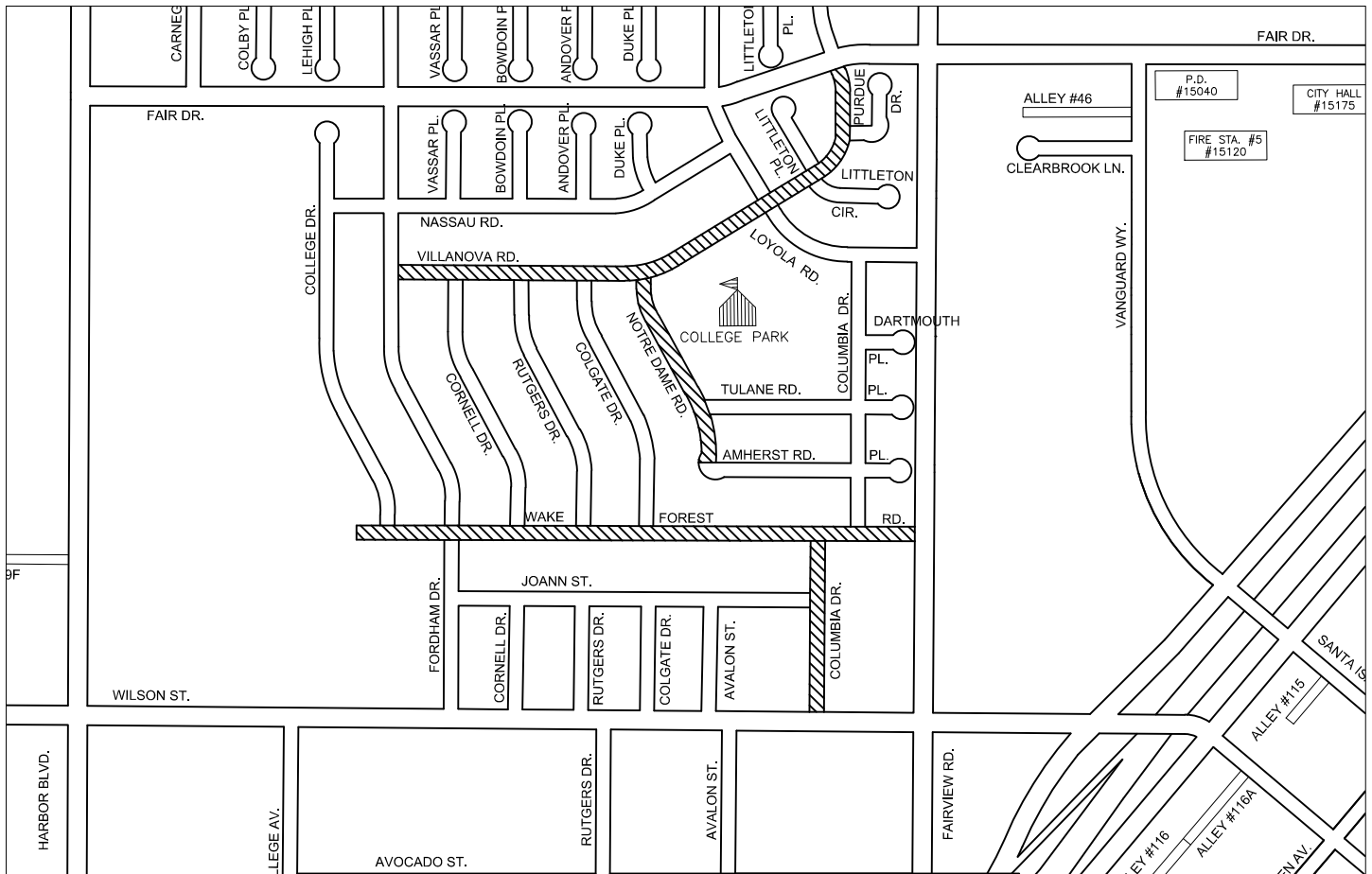
### STREET REHABILITATION PROJECT #20-18 (MESA VERDE NEIGHBORHOOD) - AS BUILT

- STREET REHABILITATION LOCATIONS
- LOCAL DIGOUTS AT SELECT LOCATIONS



# CITY OF COSTA MESA

## Public Services/Engineering



### STREET REHABILITATION PROJECT #20-18 (COLLEGE PARK NEIGHBORHOOD) - AS BUILT

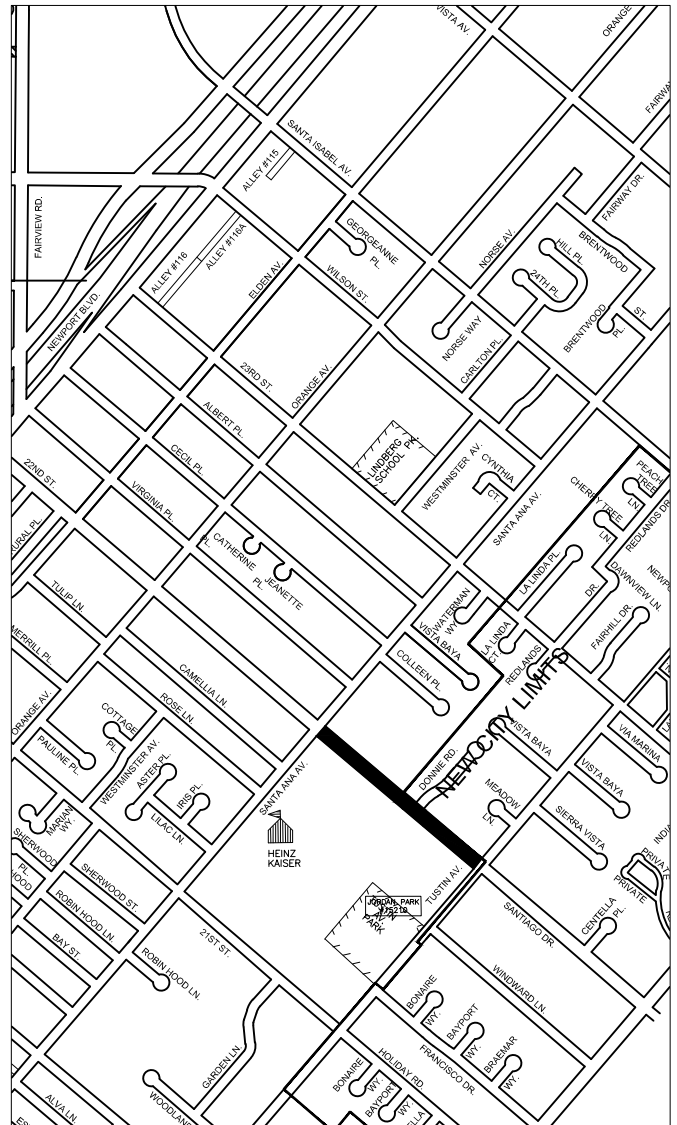
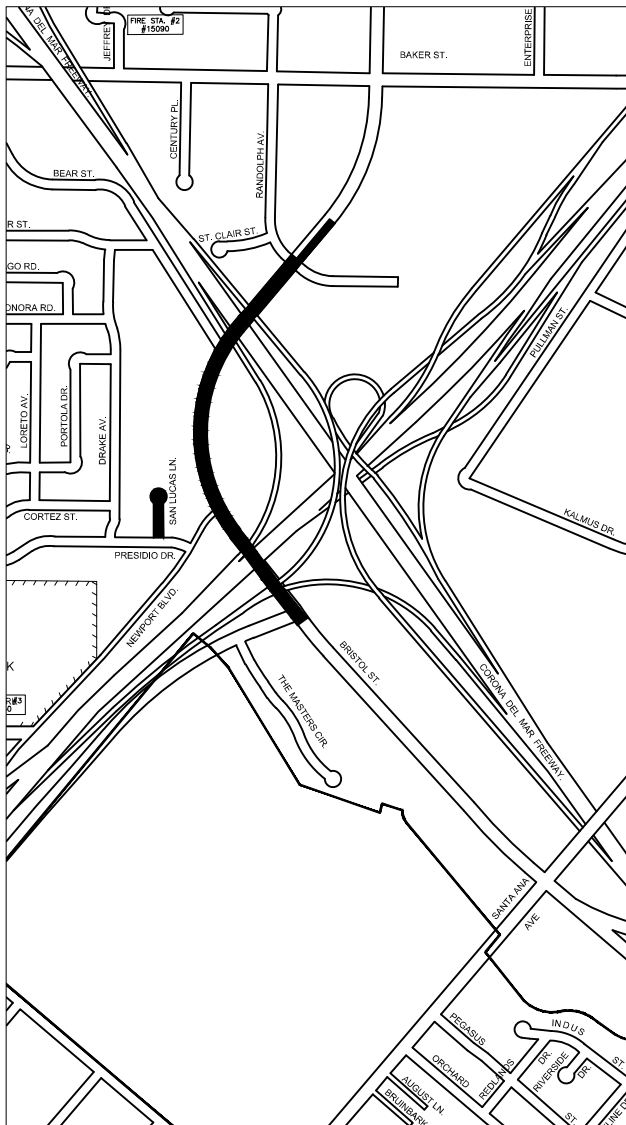
- STREET REHABILITATION LOCATIONS
- LOCAL DIGOUTS AT SELECT LOCATIONS





# CITY OF COSTA MESA

## Public Services/Engineering



### STREET REHABILITATION PROJECT #20-18 - AS BUILT

- STREET REHABILITATION LOCATIONS
- LOCAL DIGOUTS AT SELECT LOCATIONS

# ATTACHMENT 2

PAGE: 1 OF 2

FOR PAYMENT ON THE WARRANT LIST OF  
11TH (FINAL) Payment to: R.J. NOBLE COMPANY  
P.O. Box 620 Orange, CA 92856

CITY OF COSTA MESA  
7/1/22

DATE: 06/21/22

PROJECT: CITYWIDE STREET REHABILITATION PROJECT (ZONES 6 and 7)  
City Project No. 20-18

PERIOD: 4/1/22 - 4/29/22

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
1	1	LS	Mobilization	\$120,000.00	100.00 %	0.00 %	100.00 %	\$120,000.00	\$0.00	\$120,000.00	\$120,000.00
2	1	FA	Additional Work Items	\$100,000.00	0.00 FA	0.00 FA	0.00 FA	\$0.00	\$0.00	\$0.00	\$100,000.00
2.01	1	LS	Time & Material (Removed additional 5" of subgrade on Oahu Pl and Baker St) - COR-02	\$5,591.29	100.00 %	0.00 %	100.00 %	\$5,591.29	\$0.00	\$5,591.29	-
2.02	1	LS	Time & Material (Post "No Parking" signs throughout various digout locations) - COR-03	\$1,488.56	100.00 %	0.00 %	100.00 %	\$1,488.56	\$0.00	\$1,488.56	-
2.03	1	LS	Time & Material (Grind areas throughout various digout locations at Wakeforest Rd and Columbia Ave) - COR-04	\$35,502.85	100.00 %	0.00 %	100.00 %	\$35,502.85	\$0.00	\$35,502.85	-
2.04	1	LS	Time & Material (Pave 2" depth throughout various digout locations at Wakeforest Rd and Columbia Ave) - COR-05	\$11,839.32	100.00 %	0.00 %	100.00 %	\$11,839.32	\$0.00	\$11,839.32	-
2.05	1	LS	Time & Material (Grind areas throughout various digout locations at Whittier Ave, 18th St, Villanova Rd, Notre Dame Rd, Wallace Ave, Newton Way) - COR-06	\$36,574.10	100.00 %	0.00 %	100.00 %	\$36,574.10	\$0.00	\$36,574.10	-
2.06	1	LS	Time & Material (Pave 2" depth throughout various digout locations at Whittier Ave, 18th St, Villanova Rd, Notre Dame Rd, Wallace Ave, Newton Way) - COR-07	\$10,857.09	100.00 %	0.00 %	100.00 %	\$10,857.09	\$0.00	\$10,857.09	-
2.07	1	LS	Bristol St & Newport Blvd (S/B): Traffic Conduit & Pullbox Replacement, and Video Detection Installation-COR-01	\$80,000.00	100.00 %	0.00 %	100.00 %	\$80,000.00	\$0.00	\$80,000.00	-
2.08	1	LS	Bristol St Conduit Installation, pull wires, and Replace concrete sw-COR-11	\$13,500.00	100.00 %	0.00 %	100.00 %	\$13,500.00	\$0.00	\$13,500.00	-
2.09	1	LS	Bristol St & Newport Blvd (S/B): Pothole for Additional Utilities - COR-12 & COR-13	\$21,486.34	100.00 %	0.00 %	100.00 %	\$21,486.34	\$0.00	\$21,486.34	-
2.10	1	LS	Warren Ave, Viola Pl, and Meyer Pl : AC reconstruction (6" depth) and install subgrade fabric - COR-8	\$64,769.00	100.00 %	0.00 %	100.00 %	\$64,769.00	\$0.00	\$64,769.00	-
2.11	1	LS	Redwood Ave and Sandalwood St : header cut and 2" overlay, 6" depth digouts w/ subgrade mirafi fabric - COR-10.1	\$152,885.50	100.00 %	0.00 %	100.00 %	\$152,885.50	\$0.00	\$152,885.50	-
2.12	1	LS	Bristol St: Traffic Striping, Marking, Green Thermo, & K-71 Bollards Installation - COR-15.0	\$69,161.97	100.00 %	0.00 %	100.00 %	\$69,161.97	\$0.00	\$69,161.97	-
2.13	1	LS	Bristol St: Additional Re-Striping - COR-16.0	\$1,500.21	100.00 %	0.00 %	100.00 %	\$1,500.21	\$0.00	\$1,500.21	-
2.14	1	LS	Bristol St: R&R PCC concrete for Pullbox Conduit	\$1,679.55	100.00 %	0.00 %	100.00 %	\$1,679.55	\$0.00	\$1,679.55	-
2.15	1	LS	Bristol St: R&R ADA Ramps	\$46,598.56	0.00 %	100.00 %	100.00 %	\$0.00	\$46,598.56	\$46,598.56	-
2.16	1	LS	Furnish K71 Bollards	\$4,935.00	0.00 %	100.00 %	100.00 %	\$0.00	\$4,935.00	\$4,935.00	-

# ATTACHMENT 2

PAGE: 2 OF 2

CITY OF COSTA MESA

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11TH (FINAL) Payment to: R.J. NOBLE COMPANY  
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7/1/22

DATE: 06/21/22

PERIOD: 4/1/22 - 4/29/22

PROJECT: CITYWIDE STREET REHABILITATION PROJECT (ZONES 6 and 7)  
City Project No. 20-18

ITEM NO	BID QUANTITY	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	QUANTITY THIS ESTIMATE	TOTAL QUANTITY TO DATE	PREVIOUS AMOUNT	AMOUNT THIS EST	TOTAL TO DATE	CONTRACT PRICE
3	3,500 TON	Remove & Reconstruct Asphalt Concrete (A.C.) 4-inch Minimum Depth, including Excavation	\$100.00	3,189.56 TON	0.00 TON	3,189.56 TON	\$318,956.00	\$0.00	\$318,956.00	\$350,000.00
4	1,200 TON	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	\$68.00	0.00 TON	0.00 TON	0.00 TON	\$0.00	\$0.00	\$0.00	\$81,600.00
5	1,800 TON	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	\$78.00	2,105.02 TON	0.00 TON	2,105.02 TON	\$164,191.56	\$0.00	\$164,191.56	\$140,400.00
6	1,200 TON	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course with FORTA-FIA® Fiber-Reinforced Asphalt Cement Concrete or Approved Equal	\$83.00	985.50 TON	0.00 TON	985.50 TON	\$81,796.50	\$0.00	\$81,796.50	\$99,600.00
7	7,200 TON	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course	\$72.00	5,360.70 TON	0.00 TON	5,360.70 TON	\$385,970.40	\$0.00	\$385,970.40	\$518,400.00
8	22,000 S.F.	Install "Mirafía® 600X" Subgrade Fabric or Approved Equal	\$0.20	10,230.00 S.F.	0.00 S.F.	10,230.00 S.F.	\$2,046.00	\$0.00	\$2,046.00	\$4,400.00
9	50,000 S.F.	Install "PETROMATA®" Fabric or Approved Equal	\$0.12	72,000.00 S.F.	0.00 S.F.	72,000.00 S.F.	\$8,640.00	\$0.00	\$8,640.00	\$6,000.00
10	6,100 TON	Asphalt Rubber Hot Mix (ARHM) Surface Course	\$83.00	3,230.86 TON	0.00 TON	3,230.86 TON	\$268,161.38	\$0.00	\$268,161.38	\$506,300.00
11	12 EA	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per Caltrans Std. Plan A88A	\$7,700.00	2.00 EA	0.00 EA	2.00 EA	\$15,400.00	\$0.00	\$15,400.00	\$92,400.00
12	2,100 S.F.	Remove & Reconstruct Concrete Sidewalk [4-inch Concrete over 4-inch Crushed Miscellaneous Base (C.M.B.)]	\$17.00	3,853.50 S.F.	0.00 S.F.	3,853.50 S.F.	\$65,509.50	\$0.00	\$65,509.50	\$35,700.00
13	350 L.F.	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" Crushed Miscellaneous Base (CMB) with 3" Asphalt Concrete (A.C.) Slot Pave	\$98.00	992.00 L.F.	0.00 L.F.	992.00 L.F.	\$97,216.00	\$0.00	\$97,216.00	\$34,300.00
14	350 L.F.	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" Crushed Miscellaneous Base (CMB) with 3" Asphalt Concrete (A.C.) Slot Pave	\$103.00	418.00 L.F.	0.00 L.F.	418.00 L.F.	\$43,054.00	\$0.00	\$43,054.00	\$36,050.00
15	1,600 S.F.	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad	\$28.00	1,370.50 S.F.	0.00 S.F.	1,370.50 S.F.	\$38,374.00	\$0.00	\$38,374.00	\$44,800.00
16	500 S.F.	Remove Existing and Reconstruct P.C.C. Driveway Approach	\$22.00	648.00 S.F.	0.00 S.F.	648.00 S.F.	\$14,256.00	\$0.00	\$14,256.00	\$11,000.00
17	130 LF	Paint Curb Existing Color	\$2.00	0.00 LF	130.00 LF	130.00 LF	\$0.00	\$260.00	\$260.00	\$260.00
18	1 LS	Install Lane Markings, Striping Pavement Legends, and Raised Pavement Markers (RPM)	\$60,000.00	100.00 %	0.00 %	100.00 %	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00
19	50 EA	Install Blue Raised Pavement Markers (BRPM)	\$25.00	50.00 EA	0.00 EA	50.00 EA	\$1,250.00	\$0.00	\$1,250.00	\$1,250.00
20	15 EA	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	\$1,150.00	19.00 EA	0.00 EA	19.00 EA	\$21,850.00	\$0.00	\$21,850.00	\$17,250.00
21	95 EA	Adjust Manhole Covers to Grade	\$700.00	75.00 EA	0.00 EA	75.00 EA	\$52,500.00	\$0.00	\$52,500.00	\$66,500.00
22	145 EA	Adjust Water Valves to Grade	\$700.00	118.00 EA	0.00 EA	118.00 EA	\$82,600.00	\$0.00	\$82,600.00	\$101,500.00
23	730,000 S.F.	Cold Mill 2" minimum depth	\$0.15	482,617.00 S.F.	0.00 S.F.	482,617.00 S.F.	\$72,392.55	\$0.00	\$72,392.55	\$109,500.00
24	1 LS	Temporary Traffic Control	\$40,000.00	100.00 %	0.00 %	100.00 %	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00
25	50 EA	Install Type "D" Traffic Signal Loops	\$275.00	30.00 EA	0.00 EA	30.00 EA	\$8,250.00	\$0.00	\$8,250.00	\$13,750.00
26	90 EA	Install Type "E" Traffic Signal Loops	\$250.00	60.00 EA	0.00 EA	60.00 EA	\$15,000.00	\$0.00	\$15,000.00	\$22,500.00
27	300 LF	Root Prune and Install Root Barrier	\$38.00	192.00 LF	0.00 LF	192.00 LF	\$7,296.00	\$0.00	\$7,296.00	\$11,400.00
TOTAL ORIGINAL CONTRACT							\$2,491,545.67	\$51,793.56	\$2,543,339.23	\$2,624,860.00



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 22-794

**Meeting Date:** 7/19/2022

**TITLE:**

**POLICE DEPARTMENT RANGE REMODEL AND UPGRADES PROJECT,  
CITY PROJECT NO. 22-03**

**DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

**PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03.
2. Accept the bid withdrawal of SS+K Construction, Inc., 21437 Rios Street, Woodland Hills, CA 91367.
3. Reject the bid submitted by AG Construction, Inc., 18960 Ventura Boulevard, Suite 211, Tarzana, CA 91356 as non-responsive.
4. Reject the bid submitted by Newman Midland Corporation, 1355 Redondo Avenue, Suite 12, Long Beach, CA 90804 as non-responsive.
5. Award a Public Works Agreement (PWA) to Kazoni Construction, Inc., 150 Paularino Avenue, Costa Mesa, CA 92626 in the amount of \$1,931,077.
6. Authorize an additional ten percent (10%) contingency in the amount of \$193,108 as needed for any unforeseen costs related to this project.
7. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.
8. Approve Amendment No. 2 to Gillis & Panichapan Architects (GPa) in order to authorize an additional \$89,000 for construction administration staff support for the Police Department Range Remodel and Upgrades Project.
9. Authorize the City Manager and City Clerk to execute Amendment No. 2 to the original Professional Services Agreement (PSA) for GPa and future amendments to the PSA within Council authorized limits.

10. Authorize the appropriation of \$248,550 from the Capital Improvement Fund (401) Fund Balance for the Police Department Range Remodel and Upgrades Project.

**BACKGROUND:**

The Police Department range is a training facility designed for law enforcement officers to train in marksmanship, tactics, communication, and on-field strategy. It is located in the basement of the Costa Mesa Police Department. The range is required to ensure Peace Officer Standards and Training (POST) mandates and quarterly police training requirements are met. However, the existing range is in poor condition with obsolete and inoperable equipment. The refurbished range allows the Police Department to meet mandates in the most effective and efficient manner, without jeopardizing training standards or requiring police staff to travel off-site to other range locations outside its facilities.

The scope of the project is to improve the lighting, replace antiquated equipment, improve the protective baffling and sound proofing, address the range's electrical controls, repair the heating and ventilation, and improve the existing inadequate ammunition storage facility.

Furthermore, accessibility issues will be addressed in the officers' locker room facilities and necessary upgrades will be made in order to meet current building code requirements. In addition, the existing substandard elevator will be replaced as part of meeting the accessibility requirements.



**Police Department Range (Current Condition)**

**ANALYSIS:**

The scope of work generally consists of upgrading the existing police range, upgrading targeting systems, soundproofing, safety baffles, camera installations, and replacing exhaust and air supply systems per design plans and specifications. As part of the range upgrades, there are also accessibility improvements at the basement level in the men's and women's locker rooms,

specifically for the restroom and shower facilities. The existing elevator is currently not functioning to its full capacity and will be replaced with a new lift-style elevator.

The bid opening was conducted on June 13, 2022, and the City Clerk received and opened eight (8) bids for this project. The results of this bid opening is summarized in the attached bid abstract (Attachment 1).

After the bid opening, staff received a bid withdrawal request from SS+K Construction, Inc. (Attachment 2) and bid protest letters from Newman Midland Corporation; Kazoni Construction, Inc.; and All About Cabinets, Inc. *dba* Home Masters International. These bid protest letters are included in Attachment 3.

The bid protest letters were reviewed by staff and the City Attorney's office. Staff officially responded to these bid protest letters and sent this response by certified mail on July 1, 2022. The bid protests and corresponding responses are included in Attachment 4.

The following are staff's determinations with respect to the bid withdrawal of SS+K Construction, Inc.; and determinations with respect to bid rejections of AG Construction, Inc. and Newman Midland Corporation; and the award to Kazoni Construction, Inc.

Bid Withdrawal of Apparent Low Bidder, SS+K Construction, Inc.:

SS+K Construction, Inc. was the apparent low bidder with a bid proposal of \$1,527,000. After the bid opening, SS+K Construction, Inc. submitted a letter withdrawing its bid based on mistakes, omissions, and clerical errors. Per California Public Contract Code (PCC), Section 5103, a bidder may withdraw if a mistake was made and a written notice to the agency is made within five (5) working days. Staff confirms that SS+K Construction's written request to withdraw its bid was made on June 13, 2022, which is clearly within the five working days, as shown in Attachment 2. Therefore, staff recommends that City Council accept SS+K Construction's request to withdraw its bid.

Bid Rejection of Apparent Second Low Bidder, AG Construction, Inc.:

AG Construction is the apparent second low bidder with a base bid proposal of \$1,805,495. Staff has determined that AG Construction's bid proposal is non-responsive for not complying with the Equivalent Materials and pre-bid substitution request procedures detailed in the "Information for Bidders" portion of the project's bid documents and specifications. Staff notified AG Construction and explained the City's determination of non-responsiveness in Attachment 4.

Based on this, staff has determined that AG Construction's bid does not conform to the terms of the bid package and is therefore, disqualified as non-responsive. Therefore, staff recommends that the City Council reject AG Construction's bid as non-responsive.

Staff notified AG Construction, Inc., the City's determination that its bid was non-responsive on July 1, 2022 (Attachment 4).

Bid Rejection of Apparent Third Low Bidder, Newman Midland Corporation:

Newman Midland Corporation (Newman Midland) is the apparent third low bidder with a base bid

proposal of \$1,848,130. Staff has determined that Newman Midland's bid proposal is non-responsive for not complying with the Equivalent Materials and pre-bid substitution request procedures detailed in the "Information for Bidders" portion of the project's bid documents and specifications. Staff notified Newman Midland and explained the City's determination of non-responsiveness in Attachment 4.

Based on this, staff has determined that Newman Midland's bid does not conform to the terms of the bid package and is therefore, disqualified as non-responsive. Therefore, staff recommends that the City Council reject Newman Midland's bid as non-responsive.

Staff notified Newman Midland the City's determination that its bid was non-responsive on July 1, 2022 (Attachment 4).

Selection of Actual Lowest Responsible Bidder, Kazoni Construction, Inc.:

Although ranked as the apparent fourth low bidder with a bid proposal of \$1,931,077, Kazoni Construction, Inc. (Kazoni) is the actual lowest responsible bidder based on its submittal of a complete and responsive bid proposal.

Staff has determined that Kazoni complied with the procedures and requirements outlined in the project's bid documents and specifications.

The license and references of Kazoni have been checked and staff has found them to be in good standing.

Upon City Council award of the PWA, Kazoni will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

Staff requests that City Council award the project to Kazoni Construction, Inc. as the lowest responsible bidder.

A copy of specifications and working details are available for review in the Office of the City Clerk or in the Public Works Department, and are posted on the City's website at:

<https://www.costamesaca.gov/city-hall/city-departments/public-works/capital-improvement-projects>

Additionally, staff requests that City Council approve Amendment No. 2 to Gillis & Panichapan Architects (GPa) an additional \$89,000 for construction administration staff support.

Given the complexities of this project, staff is requesting that GPa be retained to provide needed support to staff during the course of construction administration. GPa is the prime architect who designed the police range remodel with a team of consultants who are qualified to assist staff in answering questions and providing guidance throughout construction.

GPa's proposal for construction administration is included in Attachment 5.

**ALTERNATIVES:**

The alternative would be to reject all bids, re-advertise, and re-bid the project. Staff has determined



that re-advertising and re-bidding this project will result in significant delays and will not necessarily result in lower bids.

**FISCAL REVIEW:**

The Police Department Range Remodel and Upgrades Project is included in the Fiscal Year 2021-22 and 2022-23 Capital Improvement Program. Staff requests a budget adjustment, authorizing the use of Fund Balance in the Capital Improvement Fund (401) in the amount of \$248,550 and appropriate said funds to the Police Department Range Remodel and Upgrades Project to meet project funding needs including contingency.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report and approves it as to form. The PWA for Kazoni Construction, Inc. and Amendment No. 2 to GPa will be drafted by the City Attorney's office.

**CITY COUNCIL GOALS AND PRIORITIES:**

This project supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Police Department Range Remodel and Upgrades Project, City Project No. 22-03.
2. Accept the bid withdrawal of SS+K Construction, Inc., 21437 Rios Street, Woodland Hills, CA 91367.
3. Reject the bid submitted by AG Construction, Inc., 18960 Ventura Boulevard, Suite 211, Tarzana, CA 91356 as non-responsive.
4. Reject the bid submitted by Newman Midland Corporation, 1355 Redondo Avenue, Suite 12, Long Beach, CA 90804 as non-responsive.
5. Award a Public Works Agreement (PWA) to Kazoni Construction, Inc., 150 Paularino Avenue, Costa Mesa, CA 92626 in the amount of \$1,931,077.
6. Authorize an additional ten percent (10%) contingency in the amount of \$193,108 as needed for any unforeseen costs related to this project.
7. Authorize the City Manager and City Clerk to execute the PWA and future amendments to the agreement within Council authorized limits.
8. Approve Amendment No. 2 to Gillis & Panichapan Architects (GPa) in order to authorize an additional \$89,000 for construction administration staff support for the Police Department Range Remodel and Upgrades Project.



9. Authorize the City Manager and City Clerk to execute Amendment No. 2 to the original Professional Services Agreement (PSA) for GPa and future amendments to the PSA within Council authorized limits.
10. Authorize the appropriation of \$248,550 from the Capital Improvement Fund (401) Fund Balance for the Police Department Range Remodel and Upgrades Project.

**CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT**

**POLICE DEPARTMENT RANGE REMODEL AND UPGRADES PROJECT  
CITY PROJECT NO. 22-03**

**BID OPENING RESULTS: JUNE 13, 2022**

<b><i>Bidder</i></b>	<b><i>City</i></b>	<b><i>Total Base Bid</i></b>
1. SS&K * (Bid Withdrawn)	Mission Viejo	\$1,527,000.00
2. AG Construction ** (Non-responsive)	Tarzana	\$1,805,495.00
3. Newman Midland Corp ** (Non-responsive)	Long Beach	\$1,848,130.00
<b>4. Kazoni Construction, Inc.</b>	<b>Costa Mesa</b>	<b>\$1,931,077.00</b>
5. All about Cabinets dba Home Masters Intl.	Ontario	\$1,997,766.00
6. Dalke & Sons Construction	Riverside	\$2,032,680.00
7. TDV Innovations	North Hollywood	\$2,374,000.00
8. Nationwide Contracting	Fountain Valley	\$2,670,000.00

\* SS+K Construction, Inc. withdrew its bid and is not evaluated as part of the calculated average bid amount

\*\* Non-responsive bids were not evaluated as part of the calculated average bid amount.

**AVERAGE BID: \$2,201,104.60**

**RESPONSIBLE LOW BIDDER: \$1,931,077.00**  
**BY: Kazoni Construction, Inc.**



**SS+K Construction, Inc**  
21437 Rios St  
Woodland Hills, CA, 91367  
Phone 571.234.7495  
License # 1035146

Monday, June 13, 2022  
To: City of Costa Mesa  
Mr. Bobby Fouladi

**Project Name:** COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES

**RE:** Notice of Clerical Error in Bid & Request for Withdrawal

Good Afternoon Mr. Fouladi,

Please allow this letter to serve as a formal request to withdrawal our Bid for the **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT (22-03)** due to a clerical error.

The bid opening for this project took place at City of Costa Mesa Orange County, California, on June 13, 2022 at 1:00pm. At bid opening, SSK was apparent low bidder. However, after reviewing our bid, we found a mistake due to a clerical error in our estimates for the demolition work involved in the project that would increase our estimated costs by at least \$100,000.

For the reasons listed above and per Public Contract Code Section 5103, SS+K Construction requests that the City of Costa Mesa, deem SS+K Construction nonresponsive, and withdraw our bid for the **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT (22-03)**.

We regret any inconvenience this may cause.  
Please call me if you have any questions or concerns.

Best,  
Sia Khadem  
Estimator  
(818) 401-5303

A handwritten signature in black ink, appearing to read 'Sia Khadem', is written over the printed name and title.

**FOULADI, BOBBY**

---

**From:** Adam Nasry <anasry@newmanmidland.com>  
**Sent:** Thursday, June 16, 2022 5:05 PM  
**To:** FOULADI, BOBBY  
**Cc:** Bill Hadd  
**Subject:** Re- Indoor Range Upgrades at Costa Mesa Police Department

Dear Mr. Fouldi,

Pursuant to our phone discussion today, I would like to protest potential award of the contract for the above reference project to AG Construction due to their failure to list structural steel and fire sprinklers subcontractors. Both trades require a specialty license which AG Construction do not possess. Public contract code requires listing of subcontractors performing half of one percent of the bid amount. Clearly, AG Construction is in violation of that requirement. Therefore we believe our company is the lowest responsive bidder.

I would also like to clarify and confirm the following items in our bid proposal for the above referenced project:

1. Our company will self-perform the demolition. Therefore, we do not need to list a demolition contractor.
2. There is no need to list an abatement contractor either since: (a) The contract documents do not contain a hazmat survey so it is unknown during bid time whether any disturbed material is hazardous or not, and (b) The contract documents require us to test the floor tile and roof mastic for hazardous material, which we have included an allowance in our bid for that purpose, and (c) The contract documents states that bullet trap at end of the range may "possibly" release lead dust when removed, and requires the workers to wear personal protective devices and use HEPA vacuums if the trap granular material were disturbed, and does not require a specialty contractor to do any abatement.
3. Although the General Conditions, Article SP-05-Section B- Sub Section 17 on SP-16 indicates that substitution requests need to be submitted prior to bid opening date, it also indicates that later substitution maybe accepted if City finds it to be in its best interest.
- 4.
4. Our bid was based on "Symmetry" LU/LA elevator, which we believe is superior in quality and performance to the specified "Garavanta" elevator. As in article 3 above, the advantage to the City is the higher quality (stainless steel cab construction vs plastic laminate) and the considerable cost saving which was accounted for in our bid amount.
- 5.
5. Similarly, our bid was based on "Welkin" overhead baffle and "Stryker" turning target as provided by "Spire Ranges" as comparable systems to the "Action Target" products specified. As in article 3 above, the advantage to the City is the considerable cost saving which was accounted for in our bid amount. We were informed by "Spire Ranges" that they were an approved vendor to the City. I do

**ATTACHMENT 3**

encourage the City to verify other bidders' inclusions for range equipment, which I am certain that you will find "Spire Ranges" to be their answer.

6.

In the spirit of cooperation, our company is willing to provide the specified "Garavanta" elevator at no extra cost to the City if the contract was awarded to our company along with the City approval of "Spire Ranges" products as an acceptable equal.

Please consider the above items in your review and evaluation of the bids received, and advise us of the City's decision at the earliest time possible.

Sincerely,

Adam Nasry, Sr. PM  
NEWMAN MIDLAND CORP.

6.

7.

8.

6.

6.

7.

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**FOULADI, BOBBY**

---

**From:** Keith Kulpinski <keith@kazoni-inc.com>  
**Sent:** Thursday, June 16, 2022 4:19 PM  
**To:** FOULADI, BOBBY  
**Cc:** April Kulpinski  
**Subject:** Fwd: Kazoni's Protest of AG Construction and Newman Midland Corp. [24855]  
**Attachments:** Kazoni Bid Protest-Costa Mesa Police Dept..pdf

Hi Bobby,

I am forwarding you copy for your files.

Thank you,

**Keith Kulpinski**



150 PAULARINO AVE., SUITE D160  
COSTA MESA, CA 92626  
PHONE: (714) 882-1088  
DIRECT: (714) 393-9724  
FAX: (714) 882-1024  
[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)  
<http://www.kazoniconstruction.com>

Begin forwarded message:

**From:** "Angelica J. Regis" <[ajregis@lanak-hanna.com](mailto:ajregis@lanak-hanna.com)>  
**Subject:** Kazoni's Protest of AG Construction and Newman Midland Corp. [24855]  
**Date:** June 16, 2022 at 4:10:10 PM PDT  
**To:** "[raja.sethuraman@costamesaca.gov](mailto:raja.sethuraman@costamesaca.gov)" <[raja.sethuraman@costamesaca.gov](mailto:raja.sethuraman@costamesaca.gov)>  
**Cc:** "[agconstruction18@gmail.com](mailto:agconstruction18@gmail.com)" <[agconstruction18@gmail.com](mailto:agconstruction18@gmail.com)>, "[estimating@newmanmisland.com](mailto:estimating@newmanmisland.com)" <[estimating@newmanmisland.com](mailto:estimating@newmanmisland.com)>, Colin McCarthy <[ckmccarthy@lanak-hanna.com](mailto:ckmccarthy@lanak-hanna.com)>, "[april@kazoni-inc.com](mailto:april@kazoni-inc.com)" <[april@kazoni-inc.com](mailto:april@kazoni-inc.com)>, "[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)" <[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)>, "Lauren B. Stec" <[lbstec@lanak-hanna.com](mailto:lbstec@lanak-hanna.com)>

RE: Kazoni's Protest of AG Construction and Newman Midland Corp.  
Project: Costa Mesa Police Department Indoor Range Upgrades Project  
Our Matter No. 24855

Dear Mr. Sethuraman,

Please find attached letter regarding the above-referenced matter, per Atty. Lauren B. Stec's request.

Thank you for your time.

Respectfully,

## ATTACHMENT 3

### ANGELICA J. REGIS

Litigation Assistant

**Direct** 714.408.7219 | **Main** 714.620.2350 | **Fax** 714.703.1610  
625 THE CITY DRIVE S., STE. 190, ORANGE, CA 92868

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[lanak-hanna.com](http://lanak-hanna.com)



Lauren B. Stec  
Attorney at Law  
lbstec@lanak-hanna.com

File No. 24855

June 16, 2022

**VIA E-MAIL AND OVERNIGHT MAIL**

Raja Sethuraman  
Public Services Director  
City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA 92626  
raja.sethuraman@costamesaca.gov

**RE: KAZONI'S PROTEST OF AG CONSTRUCTION AND NEWMAN MIDLAND CORP.  
Project: Costa Mesa Police Department Indoor Range Upgrades Project**

Dear Mr. Sethuraman,

We represent Kazoni, Inc. dba Kazoni Construction ("Kazoni") with regards to its bid on the City of Costa Mesa (the "City") Police Department Indoor Range Upgrades Project ("Project"). As you know, the first lowest bidder, SS+K Construction withdrew its bid. This letter serves as Kazoni's formal protest against the second lowest bidder, AG Construction, and the third lowest bidder, Newman Midland Corp.'s ("Newman") bids. This bid protest is in compliance with the City's Protest Instructions set forth in the Invitation for Bid. AG Construction and Newman's bids on the Project are non-responsive and thus must be rejected, as addressed in detail below. Kazoni requests that the District reject AG Construction and Newman's Bids and award the Project to Kazoni as the lowest responsive and responsible bidder.

**I. AG CONSTRUCTION AND NEWMAN'S BIDS ARE NON-RESPONSIVE.**

AG Construction and Newman's bids are nonresponsive because (1) AG Construction and Newman failed to complete the Designation for Subcontractors Form, (2) AG Construction and Newman violated the Subcontractor Listing Laws, and (3) AG Construction and Newman failed to list an elevator subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications. AG Construction and Newman's non-responsive bids should be rejected by the City because AG Construction and Newman's have gained an advantage by failing to include the type of work and percentage of work to be performed by their subcontractors, and failing to bid the specified electric lift manufactured by Garaventa Lift.

A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. A truly nonresponsive bid may be summarily denied by a public entity even if the bid is otherwise monetarily the best for the entity. *Great West Contractors,*

{2617 24855}



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*Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1428. A bid is responsive if it promises to do what the bidding instructions demand. *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341. Usually, whether a bid is responsive can be determined from the face of the bid without outside investigation or information. *Id.* at 1342. The test for responsiveness focuses on the four corners of the bid documents and does not consider information or details outside of the bid and bid documents. *Great West Contractors, Inc., supra*, 187 Cal.App.4th 1425, 1428. When evaluating a bid, a public entity must follow the requirements of the Public Contract Code and any additional requirements it mandates in the bid documents. *Poza v. Department of Transp.* (1983) 145 Cal.App.3d 269 (emphasis added). A public entity may only waive minor or inconsequential irregularities in a bid, and bids that differ materially from the bid specifications must be rejected. *Ghilotti Construction Co. v. Richmond* (1996) 45 Cal. App. 4th. 897, 904.

Typically, the material terms of a bid, which are not waivable, are those that affect price, quantity, quality, or delivery, along with those terms that the bid package clearly identifies as mandatory. *Konica Business Machines v. Regents of the University of California* (1988) 206 Cal.App.3d 449, 454-455. A bid. also fails to comply materially with the bid package if it gives the bidder an unfair competitive advantage over other bidders. *Ghilotti Construction Co., supra*, 45 Cal. App. 4th. at 904. Unfair advantages include those errors and omissions which would allow a contractor to withdraw its bid. *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1442. Finally, deviations that could be a vehicle for favoritism, influence potential bidders to refrain from bidding, or affect the ability of the party receiving the bids to make bid comparisons are material deviations that may not be waived. *Konica Business Machines, supra*, 206 Cal.App.3d at 455. This remains true even if there is no actual evidence of favoritism or other improprieties. *Id.*

## II. AG CONSTRUCTION'S BID SHOULD BE REJECTED AS NON-RESPONSIVE.

AG Construction's bid should be deemed non-responsive by the City because it failed to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed to list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in its bids. A true and correct copy of AG Construction's Bid is attached hereto as **Exhibit A**.

### **A. AG Construction's Bid is Non-Responsive on its Face Because it Failed to Complete the Designation for Subcontractors Form.**

The Designation for Subcontractors Form provides:

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the **name and location of the place of business of each subcontractor who will perform work** or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the

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construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. **Bidder shall further set forth the portion of the work which will be done by each such subcontractor** with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

The Designation for Subcontractors Form, above the table to list the subcontractors, also states “***All information must be filled out and typed.*** Please use additional pages in this format if needed.” The table provides that the bidder must include for each subcontractor listed the Bid Item(s) Number, % Portion of Work, Name, Address, and Email of Subcontractor, State License Number, Class, and DIR Registration Number.

Here, AG Construction's bid is non-responsive on its face because the Designation for Subcontractors Form is not complete. See *Taylor Bus Service, Inc.*, *supra*, 195 Cal.App.3d at 1341. AG Construction's Form fails to include the following required information:

- AG Construction's bid fails to include Bid Item(s) Number for Johnson Control;
- AG Construction's bid fails to include the % Portion of Work for Johnson Control;
- AG Construction's bid fails to include the Johnson Control's Address;
- AG Construction's bid fails to include Johnson Control's email;
- AG Construction's bid fails to include Johnson Control's class;
- AG Construction's bid fails to include Bid Item(s) Number for Diamondcrete;
- AG Construction's bid fails to include the % Portion of Work for Diamondcrete;
- AG Construction's bid fails to include the Diamondcrete's Address;
- AG Construction's bid fails to include Diamondcrete's email;
- AG Construction's bid fails to include Diamondcrete's class;
- AG Construction's bid fails to include Bid Item(s) Number for Continental Tile and Marble;
- AG Construction's bid fails to include the % Portion of Work for Continental Tile and Marble;
- AG Construction's bid fails to include the Continental Tile and Marble's Address;
- AG Construction's bid fails to include Continental Tile and Marble's email;
- AG Construction's bid fails to include Continental Tile and Marble's class;
- AG Construction's bid fails to include Bid Item(s) Number for URE Inc.;
- AG Construction's bid fails to include the % Portion of Work for URE Inc.;
- AG Construction's bid fails to include the URE Inc.'s Address;
- AG Construction's bid fails to include URE Inc.'s email;
- AG Construction's bid fails to include URE Inc.'s class;
- AG Construction's bid fails to include Bid Item(s) Number for Arrow Lift of CA;
- AG Construction's bid fails to include the % Portion of Work for Arrow Lift of CA;
- AG Construction's bid fails to include the Arrow Lift of CA's Address;
- AG Construction's bid fails to include Arrow Lift of CA's email;
- AG Construction's bid fails to include Arrow Lift of CA's class;

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- AG Construction's bid fails to include Bid Item(s) Number for Allison Mechanical;
- AG Construction's bid fails to include the % Portion of Work for Allison Mechanical;
- AG Construction's bid fails to include the Allison Mechanical's Address;
- AG Construction's bid fails to include Allison Mechanical's email;
- AG Construction's bid fails to include Allison Mechanical's class;
- AG Construction's bid fails to include Bid Item(s) Number for Delta Environmental;
- AG Construction's bid fails to include the % Portion of Work for Delta Environmental;
- AG Construction's bid fails to include the Delta Environmental's Address;
- AG Construction's bid fails to include Delta Environmental's email;
- AG Construction's bid fails to include Delta Environmental's class;
- AG Construction's bid fails to include Bid Item(s) Number for Amtek Construction;
- AG Construction's bid fails to include the % Portion of Work for Amtek Construction;
- AG Construction's bid fails to include the Amtek Construction's Address;
- AG Construction's bid fails to include Amtek Construction's email;
- AG Construction's bid fails to include Amtek Construction's class;

This information for its subcontractors was required to be listed as specifically provided in the bid documents. AG Construction's failure to complete the Designation for Subcontractors Form is a material deviation and deems its bid non-responsive.

In addition to failing to list the information required by the Designation for Subcontractors Form for each subcontractor, AG Construction also failed to type the information as required. Although this may seem like an inconsequential deviation, it made determining which subcontractors AG Construction listed almost impossible. Amtek Construction looks like Amlex Construction. Amtek Construction's license number is 490382 but the way it is listed on the Form is 490302. The fact is that AG Construction failed to type the information for the Designation for Subcontractors Form and deviated from the bid instructions.

Therefore, AG Construction's Bid is non-responsive because it fails to conform to the Specifications of the Invitation for Bid.

**B. AG Construction's Bid Must Be Rejected Because it Violates the Subcontractor Listing Laws.**

AG Construction's failure to list its subcontractors' scope of work, percentage of work, and address violate the subcontractor listing laws. The purpose of the subcontractor listing law specifically addresses the concerns raised by AG Construction's subcontractor list. Public Contract Code section 4101 identifies the problem the Legislature was concerned with, as follows:

The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and

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lead to insolvencies, loss of wages to employees, and other evils.

The subcontractor listing law was passed in response to these concerns.

*Public Contract Code* section 4104 provides and requires:

Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, **the location of the place of business**, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) **The portion of the work that will be done by each subcontractor under this act.**

The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. (Emphasis added).

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“Bid shopping occurs where the general contractor uses the lowest bid received to pressure other subcontractors to submit even lower bids. The Act requires bidders for public contracts to list the names of all subcontractors who will perform work in an amount in excess of one-half of 1 percent of the prime contractor's bid. *Pub. Contract Code*, §4104, subd. (a). The bidder must also set forth: ‘The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.’ (*Pub. Contract Code*, § 4104, subd. (b).)” *MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4<sup>th</sup> 359, 368-69 citing *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4<sup>th</sup> 1432, 1438.

Here, Public Contract Code Section 4101(a)(1) states that the bidder must list the address for each of its subcontractors. In direct violation of the Subcontractor Listing Laws, AG Construction failed to include the address of all of its listed subcontractors.

Furthermore, the Public Contract Code Section 4101(b) states that the bidder must include the portion of work to be performed by each subcontractor. AG Construction fails to list both the bid item and the percentage of work to be performed by each subcontractor. AG Construction’s failure to list the bid item or percentage of work encourages bid shopping by AG Construction to try to find another subcontractor to perform the work for cheaper. AG Construction is able to bid shop because it hasn’t listed the bid items or percentages, locking the subcontractor into the designated work.

Thus, the City must reject AG Construction’s bid for violating the Subcontractor Listing Laws.

**C. AG Constructions Bid is Non-Responsive Because the Elevator Subcontractor it Listed, Arrow Lift, Does Not Install the Electric Lift Provided for in the Specifications, Garaventa Lift.**

Lastly, AG Construction’s bid must be deemed non-responsive because it fails to list an elevator subcontractor that installed the electric lift provided for in the specifications, Garaventa Lift. The Electric Lift is provided for in Section 14 2101. Part 2 of Section 14 2102 provides:

**PART 2 PRODUCTS**

**2.01 SYSTEMS**

**A. Manufacturers:**

1. Garaventa Lift, [www.garaventlift.com](http://www.garaventlift.com).
2. Substitutions: Previously Reviewed and Approved Equals will be Accepted.

A true and correct copy of Section 14 2101, Electric Lift Specification is attached hereto as **Exhibit B**.

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AG Construction's Bid listed Arrow Lift as a subcontractor, presumably to perform the elevator work, although not clear since AG Construction failed to list the scope of work each subcontractor was to perform. Arrow Lift only installs electric lifts manufactured by Symmetry, not Garaventa Lift. Kazoni knows this because it received a bid from Arrow Lift but the manufacturer of the electrical lift was Symmetry, which does not meet the requirements for the specifications. Arrow Lift explained to Kazoni that it only installs Symmetry electrical lifts, not Garaventa Lift electrical lifts.

The Specifications do provide that previously reviewed and approved equals will be accepted; however, the City did not notify Kazoni that any equals had been reviewed or approved. AG Construction's failure to list a subcontractor that installs Garaventa Lift electrical lifts fails to meet the Specifications, and therefore is non-responsive.

This deviation from the bid documents cannot be waived because it provided AG Construction with a material advantage. Specifically, the electrical lift manufactured by Symmetry only cost \$89,500.00. Comparatively, the electrical lift provided for in the specifications, which are manufactured by Garaventa Lift, are \$196,933.00. Therefore, by ignoring the specifications and required manufacturer of the electrical lift, AG Construction gained a \$107,000 advantage. This doesn't even include the usual markup by general contractors, would add another \$10,000 to \$15,000. This is clearly a material advantage that the City cannot waive.

Therefore, AG Construction's Bid must be rejected because it is non-responsive for failure to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids.

### **III. NEWMAN'S BID SHOULD BE REJECTED AS NON-RESPONSIVE.**

Newmans' bid should also be deemed non-responsive by the City because it failed to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids. A true and correct copy of Newman's Bid is attached hereto as **Exhibit C**.

#### **A. Newman's Bid is Non-Responsive on its Face Because it Failed to Complete the Designation for Subcontractors Form.**

Newman's bid is non-responsive on its face because the Designation for Subcontractors Form is not complete. See *Taylor Bus Service, Inc.*, *supra*, 195 Cal.App.3d at 1341. Newman's Form fails to include the following required information:

- AG Construction's bid fails to include the % Portion of Work for PMK Professional, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Arrow Lift of CA;
- AG Construction's bid fails to include the % Portion of Work for RDM Millwork and Cabinets;
- AG Construction's bid fails to include the % Portion of Work for Gillardo Contractors, Inc;



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- AG Construction's bid fails to include the % Portion of Work for Tecta America Southern California, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Rod Construction;
- AG Construction's bid fails to include the % Portion of Work for United Riggers & Erectors, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Cosco Fire Protection, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Inland Pacific Coatings, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Enterprise Security, Inc.;
- AG Construction's bid fails to include the % Portion of Work for South Coast Mechanical LLC.

The percentage portion of work was required to be completed pursuant to the instructions on the Designation of Subcontractors Form. The Form specifically provides "***all information must be filled out.***" The City cannot waive a requirement that it created within the bid documents. Therefore, Newman's Bid is non-responsive because it fails to conform to the Specifications of the Invitation for Bid.

**B. Newman's Bid Must Be Rejected Because it Violates the Subcontractor Listing Laws**

Newman's bid must also be rejected because its failure to list its subcontractors' percentage of work violates the subcontractor listing laws. The purpose of the subcontractor listing law specifically addresses the concerns raised by Newman's subcontractor list.

Public Contract Code Section 4101(b) states that the bidder must include the portion of work to be performed by each subcontractor. This includes the type of work and the percentage of work. Newman failed to list the percentage of work to be performed by each subcontractor. Newman's failure to list the percentage of work to be performed by each contractor encourages bid shopping by Newman to try to find another subcontractor to perform a portion of the work for cheaper. For example, Newman lists Gallardo Contractors Inc. for the concrete portion of work. However, Newman does not list the percentage of concrete work Gallardo Contractors Inc. will be performing. Without a percentage listed, Newman is left with the ability go to bid shopping to find a concrete contractor to perform some portion of Gallardo Contractors Inc.'s work for less, ie. bid shopping.

Furthermore, the court in *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 374-377, found that a bidder's failure to list the percentage or price of each subcontractors work constitutes material advantage. In *MCM Construction, Inc.*, the bid documents and city regulations applicable to a city project required that ***bidders provide the value of certain designated subcontractor's work***. The Court held that a bidder's failure to include that information for some of the subcontractors was ***a material deviation***. The Court noted that a number of cases determined that a contractor obtained a competitive advantage over other bidders where a contractor's error on a bid could result in a contractor withdrawing its bid pursuant Public Contract Code section 5103, which was interpreted to permit the withdrawal of a bid arising from typographical or arithmetical errors. *Id.* at 376-377. The Court concluded, "the failure to state a dollar amount of work

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to be performed by seven of nine subcontractors is ‘in the nature of a typographical or arithmetical error.’ As such, MCM could have sought relief under the statute and had an advantage not available to other bidders.” *Id.* at 377.

Here, Newman failed to include the percentage of each subcontractor’s work. Like the contractor in *MCM Const., Inc.*, because Newman could have sought relief under Public Contract Code section 5103 for failing to include those values, Newman “had an advantage not available to other bidders.” *MCM Const., Inc., supra*, Cal.App.4th at 377. As a result, Newman’s bid was non-responsive from the face of the bid. See *Taylor Bus Service, Inc., supra*, 195 Cal.App.3d at 1341.

**C. Newman’s Bid is Non-Responsive Because the Elevator Subcontractor it Listed, Arrow Lift, Does Not Install the Electric Lift Provided for in the Specifications, Garaventa Lift.**

Finally, just like AG Construction’s bid, Newman’s bid must also be deemed non-responsive because it also failed to list an elevator subcontractor that installed the electric lift provided for in the specifications, Garaventa Lift.

Newman’s Bid also listed Arrow Lift as the elevator subcontractor. As discussed above, Arrow Lift only installs electric lifts manufactured by Symmetry, not Garaventa Lift as required by the specifications. This deviation from the bid documents cannot be waived because it provided Newman with a \$107,000 material advantage. Even more significant than the advantage provided to AG Construction, here, the bid spread between Kazoni and Newman is less than \$100,000, and thus, less than the electrical lift cost.

Therefore, Newman’s Bid must be rejected because it is non-responsive for failure to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids.

#### **IV. CONCLUSION**

AG Construction and Newman’s bids failed to comply with the requirements of the bid documents. The failures of AG Construction and Newman to comply with the bid requirement, as identified in detail above, constitute material deviations from the Invitation for Bid. These failures provide AG Construction and Newman with an unfair competitive advantage. As a result of AG Construction and Newman’s bids being non-responsive, Kazoni requests the City reject AG Construction and Newman’s bids and award the Project to Kazoni as the lowest responsive and responsible bidder.

Kazoni is appreciative of the time the City has spent on this matter and hopes for a quick resolution.



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Sincerely,



LAUREN B. STEC  
Attorney at Law for the Firm  
Enclosures

cc: *Via email only*

Alon Gamliel  
AG Construction  
agconstruction18@gmail.com

Adam Nasry  
Newman Midland Corp.  
estimating @newmanmisland.com

# EXHIBIT A

## SECTION C

### PROPOSAL FOR THE COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT CITY PROJECT NO. 22-03

The Honorable City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT, CITY PROJECT NO. 22-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED-FORTY (140) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

To minimize impacts on day-to-day operations within the basement level of the building, the Contractor shall arrange for and order all materials for the accessibility upgrades in basement restrooms at the start of construction. As part of the baseline construction schedule, the Contractor shall submit for approval by the City, a separate restroom accessibility upgrade schedule. Once all materials for the restroom accessibility upgrades are on-site the Contractor shall complete construction in the basement restroom facilities **WITHIN TWENTY (20) WORKING DAYS** per a separate notice to proceed issued by the City.

#### Proposal Price Break Down

Description	Price*
(A) Price of Project (*)	1,655,495.00
(B) Allowances(**)	\$150,000
(A) + (B) = <b>Base Bid</b>	1,805,495.00

\* Price includes the indirect cost and markup.

\*\* Allowances are identified in Special Provisions SP-06-Allowances. Allowances as set forth in the Contract Documents are to be used as compensation for items as set forth in the Special Provisions. The Allowance amounts are to be included in the total project base bid.

The CITY reserves the right to reject all Bids.

A6  
Bidder's Initials

Contractor's Lawful Name AG Construction

Total written amount for Base Bid (using words):

\$ one million Eight hundred & five thousand four hundred  
ninety five.

Total amount for Base Bid (using numeric format):

\$ 1,805,495.00

**NOTE: A mandatory pre-bid walkthrough of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid walkthrough.**

AG  
Bidder's Initials



**PROPOSAL BID SCHEDULE  
(CONTINUED)**

**NOTES:**

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (\*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (\*\*) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.

AG  
Bidder's Initials

# **PROPOSAL SCHEDULE** **(CONTINUED)**

(Please Type or Print)

Total Amount for Bid (in written words) \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_ in figures

Contractor's Lawful Name: AG Construction

Bidder's Name: Alon Gamliel Bidder's Initials: AG

Contractor's License No. 706172 Expiration: 6-30-23

Contractor's Taxpayer I.D. Number: 95-4533599

Contractor's DIR Registration Number: 1000722296

Signature: Alon Gamliel Date: 6-13-22

Contractor's Address: 18960 Ventura Blvd #211  
Tarzana Ca 91356

Telephone Number: (818) 963 1683 Mobile No.: (818) 963 1683

Fax Number: (818) 578-6692 E-mail: agconstruction@gmail.com

24-Hour Emergency Contacts:

Alon Gamliel  
 Name

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Name

Telephone Number: (818) 963 1683

Mobile No.: (818) 963 1683

Telephone No.: ( )

Mobile No.: ( )

Telephone No.: ( )

Mobile No.: ( )

\_\_\_\_\_  
 Bidder's Initials

**PROPOSAL SCHEDULE****(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

AG

Bidder's Initials



Alan Gamliel DBA  
AG Construction  
Contractor's Business Name  
18960 Ventura Blvd #211  
Business Address: Street  
Targana Ca 91356  
City State Zip  
818-963-1683  
Business Phone Number  
Alan Gamliel owner  
Name Title  
Targana Ca 91356  
City State Zip

Respectfully Submitted,

Alan Gamliel owner  
Contractor Title  
Alan C owner  
Signed By Title  
706172 6-30-23  
Contractor's License No. and Classification Exp. Date  
6-13-22  
Date  
577 Calvin Ave  
Residence: Street  
818-963 1683  
Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_  
Name \_\_\_\_\_  
Name \_\_\_\_\_

Can Sign

☐  
☐  
☐

Must Sign

☐  
☐  
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Alan Gamliel DBA  
AG Construction  
Taxpayer I.D. # 95-4533599

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AG  
Bidder's Initials



Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
1	May 10	Alm
2, 2R	May 19	Alm
3	May 26	Alm
4	Jun 07	Alm

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

[illegible]

AC

Bidder's Initials

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
		Thomson Controls	986047		1000000576
		Diamond Creek	106348		1000701616
		Continental Tile Marble	394		1000002554
		URE Inc	245451		1000004020
		Arrow Lift of Co	995486		1000027813
		Allison Mechanical	679866		1000002213
		Deto Environmental	1070662		1000707164
		Amlex Construction	490302		1000009822
		Spire Ranges	supplier		

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

AG

Bidder's Initials



**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, AG Construction as principals, and Harco National Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Bid Amount (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, AG Construction, if accepted by the City of Costa Mesa, and if the above bounden, AG Construction, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, AG Construction, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 3rd day of June, 2022.

AG Construction  
Alan Camilo

Contractor/ Principal  
 (Notary Acknowledgement to be attached)

Harco National Insurance Company  
Christine Hoang, Attorney-in-Fact

Surety/Power of Attorney  
 (Notary Acknowledgment to be attached)

AG  
 Bidder's Initials

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 1 JUN 03 2022

before me,

J. Smith, Notary Public

Date

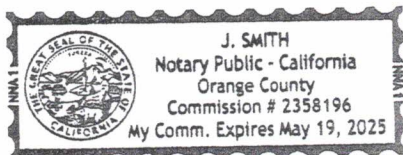
Here Insert Name and Title of the Officer

personally appeared

Christine Hoang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**ATTACHMENT 3**  
**POWER OF ATTORNEY**

Bond # N/A

**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE HOANG, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON**

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 03, 2022

Irene Martins, Assistant Secretary

Nº 6046

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended

## Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of January, 19 95.



By

John G. Gargano  
Insurance Commissioner  
Victoria S. Sidbury  
Deputy

NOTES:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CONTRACT ASSURANCE**

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

AG

Bidder's Initials



**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

AG Construction

Contractor Firm Name

Alan Gamble

Name of Principal

owner

Title

Alan Gamble

Signature

Subscribed and sworn to before me by:

\_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

see attached

AG

Bidder's Initials



## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

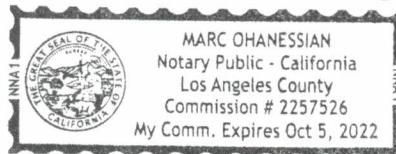
On 05/26/2022 before me, MARC OHANESSIAN, Notary Public,  
(Here insert name and title of the officer)

personally appeared ALON SAMUEL,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

## DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

## CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 6-13-22

CONTRACTOR

Alon Gamliel  
AG Construction  
Company Name

PROJECT: COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE  
CITY PROJECT NO. 22-03

AG  
Bidder's Initials

**DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

A.G.  
Bidder's Initials





## BIDDER/APPLICANT/CONTRACTOR

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

Alon Gamliel DBA AG Construction / Alon  
Bidder/Applicant/Proposer

6-13-22  
Date

AG  
Bidder's Initials

# EXHIBIT B

**SECTION 14 2101  
ELECTRIC LIFT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Design/Build system for an Electric/Hydraulic Lift: Limited Use, Limited Application.
- B. Deferred Review and Approval by Building Department and Structural Engineer of Record.
- C. Deferred Review and Approval and Certification by State Governing Authorities.

**1.02 REFERENCE STANDARDS**

- A. ASME A17.1/CSA B-44. Section 5.2 LU/LA Elevators. ADA (Americans with Disabilities Act)

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate with existing Conditions including electrical and mechanical.
  - 2. Coordinate with existing Built conditions.
  - 3. Coordinate with required clearances.
  - 4. Coordinate with Structural modifications as shown on the Drawings.
  - 5. Coordinate with State and Local regulations.
- B. Deferred Approvals:
  - 1. Contractor to Submit Shop Drawings, etc. for Building Department and Structural Engineer of Record Review and Approval.
  - 2. Contractor to Submit Electrical/Power requirements for coordination with existing Building power supply. Electrical Engineer of Record shall review the information.

**1.04 SUBMITTALS**

- A. Product Data: Approvals and Warranties.
- B. Shop Drawings: Indicate vertical and horizontal clearances and existing conditions.
- C. Erection Drawings: Indicate required clearances and method of installation (including access through building).
- D. Manufacturer's Instructions: Indicate installation process.
- E. Installer's qualification statement.
- F. Testing agency's qualification statement.
- G. Executed warranty.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

**1.06 FIELD CONDITIONS**

- A. Existing Conditions: Review existing site and utilities.

**1.07 WARRANTY**

- A. Manufacturer Warranty: Provide standard two (2) year manufacturer warranty for lift and support equipment. Complete forms in Owner's name and register with manufacturer. Start of warranty to be at Substantial Completion.

**PART 2 PRODUCTS**

**2.01 SYSTEMS**

- A. Manufacturers:
  - 1. Garaventa Lift, [www.garaventalift.com](http://www.garaventalift.com).

2. Substitutions: Previously Reviewed and Approved Equals will be Accepted..
- B. Design Criteria:
  1. Design based on Garaventa Style 1 (one exit/entry).
  2. Three (3) stop (Basement, 1st Floor, 2nd Floor)
- C. Operation:
  1. Power Supply:
    - a. Elevator: Standard 208 VAC three Phase, (option 230 VAC single phase)
    - b. Lighting: 120 VAC single phase, 15 amps.
    - c. Coordinate with existing Lift power.
    - d. Provide and install new Disconnect at Lift Mechanical Room.
    - e. Provide and Install new computerized (PLC) controller with Emergency Backup power system.
- D. Finish:
  1. Wall Finishes: Laminate Plastic (selected during Construction from standard options)
  2. Wall Trim Finishes: Stainless Steel
  3. Floor Finish:

## **2.02 OPTIONS**

- A. Integrated hands free telephone and Phone Monitoring.
- B. Accessible/ADA braille markings. Car direction lantern with audio and visual signals.
- C. Safety Devices: Full height photo-electric door sensors
- D. Emergency battery lowering system. Emergency manual lowering valve. Safety brake system automatic bi-directional floor levelling. Stop keyswitch and alarm button in car. Final limit switch. overspeed valve. Pit Prop.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's written instructions.

### **3.02 SYSTEM STARTUP**

- A. Manufacturer Services: Provide services of manufacturer's field representative to perform systems startup.
- B. Prepare and start equipment and systems in accordance with manufacturers' instructions and recommendations.

### **3.03 CLEANING**

- A. Clean all surfaces prior to Final closeout.

### **3.04 CLOSEOUT ACTIVITIES**

- A. Demonstrate proper operation of equipment to Owner's designated representative.
- B. Approvals: Provide documentation indicating approvals as required by State and Local governing jurisdictions.
- C. Training: Train Owner's personnel on operation and maintenance of system.
  1. Training Reference: Operation and maintenance manual and additional training materials as required.
  2. Provide minimum of One hour of training.

### **3.05 PROTECTION**

- A. Protect installed Elevator from subsequent construction operations.

## **END OF SECTION**

**SECTION 21 0500**

**COMMON WORK RESULTS FOR FIRE SUPPRESSION-MODIFICATIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Design/Build general scope of work for Proposed modifications to Existing Fire Sprinkler System.
- B. Deferred Fire Department/Bldg Department Submittal and Approval requirements.
- C. Pipe, fittings, sleeves, escutcheons, seals, and connections for sprinkler systems.
- D. Pipe hangers and supports.
- E. Pipe sleeves.
- F. New Seismic bracing at existing and new areas of remodel (~ 2,000 s.f.)

**1.02 REFERENCE STANDARDS**

- A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2016.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2013a (Reapproved 2017).
- C. FM (AG) - FM Approval Guide; current edition.
- D. ITS (DIR) - Directory of Listed Products; current edition.
- E. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems; 2016.
- G. UL (DIR) - Online Certifications Directory; Current Edition.

**1.03 SUBMITTALS**

- A. Provide and submit complete Design/Build submittal package to Design Team prior to formal submittal to local governing authority. Design Team will quickly review for general conformance with design intent.
- B. Product Data: Provide manufacturer's catalog information.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, and floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- D. Plans: Provide Plans showing existing system (as needed for modification to the existing system). A CAD Drawing file will be available with the Floor Plan for Contractors Use. All existing conditions will require verification.
- E. Project Record Documents: Record actual locations of all components.
- F. Operation and Maintenance Data: Include installation instructions and spare parts lists.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section.
  - 1. Minimum three years experience.
- C. Conform to FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey requirements.
- D. Valves: Bear FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey product listing label or marking. Provide manufacturer's name and pressure rating marked on valve body.



- E. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.
- F. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

#### **1.05 DESIGN/BUILD SCOPE OF WORK**

- A. The sprinkler system design shall be reviewed and approved by authorities having jurisdiction.
- B. Sprinkler Occupancy Hazard Classification: Light Hazard (unless more stringent percentage is required by local governing jurisdiction).
- C. Maximum Protection Area per Sprinkler: Per UL listing.
- D. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7 and local governing jurisdictions.
- E. Shop Drawings: For wet-pipe sprinkler systems. Including plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams: for power, signal and control wiring
  - 2. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
    - a. Domestic water piping
    - b. HVAC ducting and piping
    - c. Light fixtures
    - d. Existing and New structural components to remain
    - e. Pistol Range Ceiling Baffle System
- F. General Sprinkler Head design:
  - 1. Sprinkler Head manufacturer: Subject to compliance with requirements, provide products by one of the following: AFAC Inc., Globe Fire Sprinkler Corporation, Reliable Automatic Sprinkler Co., Inc., Tyco Fire & Building Products LP, Venus Fire Protection, Victaulic Company, Viking Corporation.
  - 2. Sprinkler Head/Escutcheons Finish: match existing system.
  - 3. At all new/remodeled Areas: At exposed ceilings (hard-lid and acoustical ceiling panels) provide semi recessed heads.
  - 4. At Shooting Range: provide exposed heads with wire cages. See Drawings for suggested partially protected layout behind Baffle system.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store valves in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

#### **1.07 WARRANTY**

- A. Correct defective Work within a one year period after Date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 FIRE PROTECTION SYSTEMS**

- A. Sprinkler Systems: Comply with NFPA 13.
- B. Welding Materials and Procedures: Comply with ASME BPVC-IX.

#### **2.02 PIPE SLEEVES**

- A. Plastic, Sheet Metal, or Moisture-Resistant Fiber: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.

### 2.03 PIPE HANGERS AND SUPPORTS

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Malleable iron, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches (50 mm) and Over: Carbon steel, adjustable, clevis.
- C. Seismic braces: Carbon steel, adjustable, and/or as needed.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### 3.02 INSTALLATION

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
- C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Install piping at centers of acoustical ceiling panels (where occurs).
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- I. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- J. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- K. Provide sleeves when penetrating walls and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
  - 1. Aboveground Piping:
    - a. Pack solid using mineral fiber complying with ASTM C592.
    - b. Fill space with an elastomer caulk to a depth of 0.50 inch (15 mm) where penetrations occur between conditioned and unconditioned spaces.
  - 2. All Rated Openings: Caulk tight with firestopping material complying with ASTM E814 in accordance with Section 07 8400 to prevent the spread of fire, smoke, and gases.
  - 3. Caulk exterior wall sleeves watertight with lead and oakum or mechanically expandable chloroprene inserts with mastic-sealed components.
- L. Manufactured Sleeve-Seal Systems:

## ATTACHMENT 3

1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
  2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
  3. Locate piping in center of sleeve or penetration.
  4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
  5. Tighten bolting for a watertight seal.
  6. Install in accordance with manufacturer's recommendations.
- M. Escutcheons:
1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
  2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
  3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.
- N. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, unions, and couplings for servicing are consistently provided.

### 3.03 CLEANING

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**

# EXHIBIT C

## SECTION C

### PROPOSAL FOR THE COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT CITY PROJECT NO. 22-03

The Honorable City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT, CITY PROJECT NO. 22-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED-FORTY (140) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

To minimize impacts on day-to-day operations within the basement level of the building, the Contractor shall arrange for and order all materials for the accessibility upgrades in basement restrooms at the start of construction. As part of the baseline construction schedule, the Contractor shall submit for approval by the City, a separate restroom accessibility upgrade schedule. Once all materials for the restroom accessibility upgrades are on-site the Contractor shall complete construction in the basement restroom facilities **WITHIN TWENTY (20) WORKING DAYS** per a separate notice to proceed issued by the City.

#### Proposal Price Break Down

Description	Price*
<b>(A) Price of Project (*)</b>	1,698,130
<b>(B) Allowances(**)</b>	<b>\$150,000</b>
<b>(A) + (B) = Base Bid</b>	1,848,130

\* Price includes the indirect cost and markup.

\*\* Allowances are identified in Special Provisions SP-06-Allowances. Allowances as set forth in the Contract Documents are to be used as compensation for items as set forth in the Special Provisions. The Allowance amounts are to be included in the total project base bid.

The CITY reserves the right to reject all Bids.

  
Bidder's Initials

Contractor's Lawful Name NEWMAN MIDLAND CORP


Total written amount for Base Bid (using words):

\$ one million eight hundred forty eight thousand one hundred thirty dollars

Total amount for Base Bid (using numeric format):

\$ 1,848,130.00

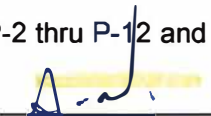
**NOTE: A mandatory pre-bid walkthrough of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid walkthrough.**

  
Bidder's Initials

## PROPOSAL BID SCHEDULE (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (\*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (\*\*) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.  
  
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.  
  
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.

  
Bidder's Initials



**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

Total Amount for Bid (in written words) one million eight hundred forty eight thousand one hundred thirty dollars(\$ 1,848,130.00 )Contractor's Lawful Name: NEWMAN MIDLAND CORP <sup>in figures</sup>Bidder's Name: ADAM NASRY Bidder's Initials: \_\_\_\_\_Contractor's License No. 757755 Expiration: 01/31/2023Contractor's Taxpayer I.D. Number: 33-0839761Contractor's DIR Registration Number: 1000004166Signature:  Date: 06/13/2022Contractor's Address: 1355 REDONDO AVE., #12, LONG BEACH, CA 90804Telephone Number: ( 562 ) 494-1773 Mobile No.: ( 562 ) 254-1901Fax Number: ( 562 ) 494-1775 E-mail: ESTIMATING@NEWMANMIDLAND.COM

## 24-Hour Emergency Contacts:

ADAM NASRY  
NameTelephone Number: ( 562 ) 494-1773Mobile No.: ( 562 ) 254-1901BILAL HADDAD  
NameTelephone No.: ( 562 ) 494-1773Mobile No.: ( 909 ) 660-9851TEAGAN HEIDENRICH  
NameTelephone No.: ( 562 ) 494-1773Mobile No.: ( 714 ) 401-5189  
Bidder's Initials



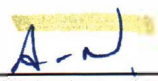
**PROPOSAL SCHEDULE****(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or **"Bidder's Bond"** (circle one) in the amount of one hundred eighty four thousand eight hundred thirteen dollars (\$ 184,813) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

  
Bidder's Initials

Respectfully Submitted,

NEWMAN MIDLAND CORP  
 Contractor's Business Name  
 1355 REDONDO AVE., #12  
 Business Address: Street  
 LONG BEACH CA 90804  
 City State Zip  
 (562) 494-1773  
 Business Phone Number  
 ADAM NASRY PRESIDENT & SECRETARY  
 Name Title  
 LONG BEACH CA 90804  
 City State Zip

NEWMAN MIDLAND CORP GENERAL CONTRACTOR  
 Contractor Title  
 ADAM NASRY, PRESIDENT & SECRETARY  
 Signed By Title  
 757755 AND B 01/31/2023  
 Contractor's License No. and Classification Exp. Date  
 06/13/2022  
 Date  
 957 BLUE HERON, SEAL BEACH, CA 90740  
 Residence: Street  
 (562) 254-1901  
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 33-0839761

Name ADAM NASRY, PRESIDENT  
 Name ADAM NASRY, SECRETARY  
 Name ADAM NASRY, TREASURER

Can Sign

☐  
☐  
☒

Must Sign

☒  
☒  
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A

Address N/A

Name N/A

Address N/A

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

ADAM NASRY, PRESIDENT

N/A

ADAM NASRY, SECRETARY

N/A

ADAM NASRY, TREASURER

N/A

ADAM NASRY, MANAGER

N/A

  
 Bidder's Initials

**Bidder shall signify receipt of all Addenda here, if any:**

## CONSTRUCTION PROJECT REFERENCES

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
-----------------------------	------------------------	--

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**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

<b>Bid Item (s) Number</b>	<b>% Portion of Work</b>	<b>Name, Address and E-mail of Subcontractor</b>	<b>State License Number</b>	<b>Class</b>	<b>DIR Registration Number</b>
<b>Electrical</b>		PMK Professional Inc 17925 Skypark Cir Suite C, Irvine, CA 92614 koushyar@pmkpro.com	959668	C7, C10, B	1000004512
Elevator		PS37-3LLLC DBA Arrow Lift of California 101 Sunnyside Ave., Suite 101, Clovis, CA 93619 brent.louvieve@arrowlift.com	995486	C11	1000027813
Millwork		Retail Display Manufacturing Inc DBA RDM Millwork and Cabinets 760 E Lamber Red. Ste F, La Habra, CA 90631 pauline@rdmmillwork.com"	1018811	C61/D34, C6	1000051455
Concrete		Gallardo Contractors, Inc. 204 East Flora St, Santa Ana, CA 92707 edgallardo@earthlink.net	926928	B	1000026072
Roofing		Tecta America Southern California Inc 1217 E. Wakeham Ave, Santa Ana, CA 92705 jwaskelis@tectaamerica.com	811111	B, C39, C43	1000000837
Structural Steel		Troys Ornamental Iron Craft Inc. DBA Rod Construction 8150 Electric Ave., Stanton, CA 90680 Elika@troysiron.com	945177	B, C23, C13	1000412581
Plumbing		United Riggers & Erectors Inc. 4188 Valley Blvd., Walnut, CA 91789 tpimentel@urenet.com	245451	B, C61/D21, C51, A, C8, C36	1000004020
Fire Sprinklers		Cosco Fire Protection Inc. 29222 Rancho Viejo Rd., STE 205, San Juan Capistrano, CA 92675 choward@coscofire.com	577621	C10, C16	1000002305
Painting		Inland Pacific Coatings Inc. 3556 Lytle Creek Rd, Lytle Creek, CA 92358 clherrera.ipc@gmail.com	585185	C33	1000043948
Camera		Enterprise Security Inc 22860 Savi Ranch Parkway, Yorba Linda, CA 92887 jason.howlds@entersecuritiys.com	821590	C7, C10, C28	1000014496

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

  
Bidder's Initials



**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

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<b>Bid Item (s) Number</b>	<b>% Portion of Work</b>	<b>Name, Address and E-mail of Subcontractor</b>	<b>State License Number</b>	<b>Class</b>	<b>DIR Registration Number</b>
HVAC		South Coast Mechanical LLC 800 E. Orangethorpe Ave, Anaheim, CA 92801 msantangelo@scfacilityservices.com	857144	B, C4, C10, C20, C36	1000000842

By submission of this proposal, the Bidder certifies:

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Bidder's Initials

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<b><i>Bid Item (s) Number</i></b>	<b><i>% Portion of Work</i></b>	<b><i>Name, Address and E-mail of Subcontractor</i></b>	<b><i>State License Number</i></b>	<b><i>Class</i></b>	<b><i>DIR Registration Number</i></b>

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2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

  
Bidder's Initials



**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Newman Midland Corp as principals, and United Fire & Casualty Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Bid Amount (\$10.0% of Bid Amount) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Newman Midland Corp, if accepted by the City of Costa Mesa, and if the above bounden, Newman Midland Corp, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Newman Midland Corp, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

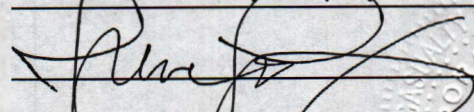
We hereunto set our hands and seals this 3rd day of June, 2022.

Newman Midland Corp

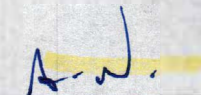
  
ADAM NASRY, PRESIDENT & SECRETARY

Contractor/ Principal  
(Notary Acknowledgement to be attached)

United Fire & Casualty Company

  
Irene Luong, Attorney-in-Fact

Surety/Power of Attorney  
(Notary Acknowledgment to be attached)

  
Bidder's Initials

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On JUN 03 2022 before me, Christine Hoang, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public Christine Hoang



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:





**ATTACHMENT 3**  
 UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**  
**118 Second Ave SE**  
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

**JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE HOANG, DANIELLE HANSON, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of June, 2022.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

No. 2416-6

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**United Fire & Casualty Company**

*of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary,  
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

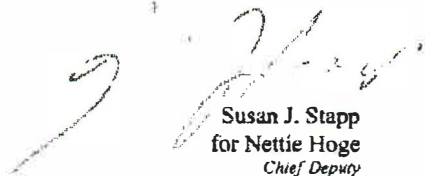
*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 16<sup>th</sup> day of July, 2014,*  
*I have hereunto set my hand and caused my official seal to be affixed*  
*this 16<sup>th</sup> day of July, 2014.*



By

Dave Jones  
Insurance Commissioner

  
Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

On JUNE 10, 2022 before me, TEAGAN N. HEIDENRICH, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared ADAM NASRY  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature [Signature] (Seal)



**CONTRACT ASSURANCE**

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

  
Bidder's Initials



**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NEWMAN MIDLAND CORP

Contractor Firm Name  
ADAM NASRY

Name of Principal  
PRESIDENT & SECRETARY

Title  
[Signature]  
 Signature

Subscribed and sworn to before me by:

ADAM NASRYThis 13TH day of JUNE, 2022.My Commission Expires: 05/20/2025

[Signature]  
 Notary Public

TEAGAN N. HEIDENRICH, NOTARY PUBLIC

A. N.  
 Bidder's Initials



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 13TH  
day of JUNE, 2022, by A DA MNASRY

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

TEAGAN N. HEIDENRICH, NOTARY PUBLIC

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 06/13/2022

CONTRACTOR

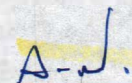


ADAM NASRY, PRESIDENT & SECRETARY

NEWMAN MIDLAND CORP

Company Name

PROJECT: COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE  
CITY PROJECT NO. 22-03



Bidder's Initials



**DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.



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Bidder's Initials





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

[illegible]

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

and correct

**ADAM NASRY, PRESIDENT & SECRETARY**

Bidder/Applicant/Proposer

06/13/2022

Date \_\_\_\_\_

AN  
Bidder's Initials



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 10, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 1 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

<u>PRE-BID JOB WALK DATE :</u>	9:00 A.M., Tuesday, May 24, 2022	NO CHANGE
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE
<u>ADDENDUM 1 PLAN UPDATES:</u>	<b>ARCHITECT'S SUMMARY AND UPDATED ADDENDUM 1 APPENDIX A PLANS DATED 5/10/2022 POSTED TO PLANET BIDS 5/10/2022</b>	

Please acknowledge receipt of the Addendum 1 plan update and summary by Gillis + Panichapan Architects on the Proposal Page "P-4".

Sincerely,

Bobby Fouladi, P.E.  
Senior Engineer

Posted to PlanetBids.com:  
22-03 CMPD Addendum 1 - GPa Summary (3 pages)  
22-03 CMPD Addendum 1 – GPa 5.10.22 Bid Set (49 Sheets)



Recalled



## CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: May 19, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE  
UPGRADE, CITY PROJECT NO. 22-03

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: [Signature], Adam Nasry President & SecretaryCompany: Newman Midland Corp

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

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<u>PRE-BID JOB WALK DATE:</u>	9:00 A.M., Tuesday, May 24, 2022	NO CHANGE
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE

ADDENDUM 2 UPDATES:

1. Add the following to **BID ITEM No. 1** in section **101-2.2** of the Special Provisions:

***As part of the base bid for construction, the Contractor shall include a Hazardous Materials Survey and Report to evaluate existing building materials in areas where demolition, new construction, and renovations are scheduled to take place.***

Revised Page **SP-2** and **SP-3** Released as attachments to this Addendum 2 and to Planetbids.com

2. Approved Substitution Request 01 - Bullet Resistant Door and Vision Glass  
Submitted by: Chicago Bullet Proof  
Released as an attachments to this Addendum 2 and posted to Planetbids.com
3. Q&A responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 2 and posted to Planetbids.com





# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 19, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 2 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by:  , ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

## MANDATORY

<u>PRE-BID JOB WALK DATE :</u>	9:00 A.M., Tuesday, May 24, 2022	NO CHANGE
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE

## ADDENDUM 2 UPDATES:

1. Add the following to **BID ITEM No. 1** in section **101-2.2** of the Special Provisions:

***As part of the base bid for construction, the Contractor shall include a Hazardous Materials Survey and Report to evaluate existing building materials in areas where demolition, new construction, and renovations are scheduled to take place.***

Revised Page **SP-2** and **SP-3** Released as attachments to this Addendum 2 and to Planetbids.com

2. Approved Substitution Request 01 - Bullet Resistant Door and Vision Glass  
Submitted by: Chicago Bullet Proof  
Released as an attachments to this Addendum 2 and posted to Planetbids.com
3. Q&A responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 2 and posted to Planetbids.com



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 26, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 3 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: [Signature], ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

PRE-BID JOB WALK DATE: 9:00 A.M., Tuesday, May 24, 2022 **COMPLETED**

PRE BID JOB WALK LOCATION 99 Fair Drive Costa Mesa, CA 92626 **COMPLETED**

BID OPENING DATE: 1:00 P.M., Monday, June 13, 2022 **NO CHANGE**

**ADDENDUM 3 UPDATES:**

1. **ARCHITECT'S ADDEDNUM 3 SUMMARY AND ATTACHMENTS**  
by Gillis + Panichapan Architects
2. **Q&A** responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 3 and posted to Planetbids.com



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** June 7, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 4 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: [Signature] , ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

<b><u>PRE-BID JOB WALK DATE :</u></b>	9:00 A.M., Tuesday, May 24, 2022	<b>COMPLETED</b>
<b><u>PRE BID JOB WALK LOCATION</u></b>	99 Fair Drive Costa Mesa, CA 92626	<b>COMPLETED</b>
<b><u>BID OPENING DATE:</u></b>	1:00 P.M., Monday, June 13, 2022	<b>NO CHANGE</b>

**ADDENDUM 4 UPDATES:**

1. **ARCHITECT'S ADDEDNUM 4 – InVeris Substitution Request Review and Determination by Gillis + Panichapan Architects**
2. **Q&A responses to bidder questions posted on Planetbids.com.**  
Released as an attachments to this Addendum 4 and posted to Planetbids.com

**FOULADI, BOBBY**

---

**From:** lori@homemastersintl.com  
**Sent:** Wednesday, June 15, 2022 2:10 PM  
**To:** FOULADI, BOBBY  
**Cc:** SETHURAMAN, RAJA; YANG, SEUNG; 'Michael khalil'  
**Subject:** Costa Mesa Police Department Indoor Range Upgrades  
**Attachments:** PROTEST LETTER.pdf

Good afternoon,

Please see attached Protest Letter for above-referenced project.

Let us know if there are any questions.

Thank you,

Lori Ramirez  
Executive Assistant  
Home Masters Intl  
[lori@homemastersintl.com](mailto:lori@homemastersintl.com)  
909.923.4663 ext 1013

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June 15, 2022

Bobby Fouladi, P.E.  
Senior Engineer  
City of Costa Mesa  
Public Services Department  
Via email: [bobby.fouladi@costamesaca.gov](mailto:bobby.fouladi@costamesaca.gov)

Re: Formal Protest of Bid  
Bid: Costa Mesa Police Department Indoor Range Upgrades Project  
CIP #22-03

Dear Mr. Fouladi,

Please consider this correspondence to serve as Home Masters Intl. formal protest of the award of the above-referenced bid to AG Construction, Newman Midland Corp & Kazoni Inc.

This protest is being submitted due to the following:

AG Construction:

1. The contractor did not list any subcontractor for the specialty trade of Fire Sprinkler per their listing on PlanetBids.
2. The contractor did not list any subcontractor for the specialty trade of Elevator per their listing on PlanetBids.
3. The contractor did not list any subcontractor for the specialty trade of Roofing not to void the current roofing warranty per their listing on PlanetBids.
4. The contractor did not list any subcontractor for the specialty trade of Structural Steel per their listing on PlanetBids.
5. The contractor did not list any subcontractor for Wood Casework per their listing on PlanetBids, cabinets trimming modifications, site measurements, professional fabrication, and installation will be in need of a licensed fabricator and installer.

Newman Midland Corp:

1. The contractor did not list any subcontractor for the specialty trade of Fire Alarm per their listing on PlanetBids. Johnson Controls is the specified subcontractor per the project specs.

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2232 S. Vineyard Avenue · Ontario, CA 91761  
PH: 909 – 923 – 4663      FX: 909 – 923 – 4688  
[www.homemastersintl.com](http://www.homemastersintl.com)





2. The contractor did not list any subcontractor for the specialty trade Demolition and Asbestos Abatement to deal with hazardous material, if any, per Addendum #2 requirements.
3. The contractor listed a subcontractor for the Elevator trade, "PS37-3 LLC – DBA Arrow Lift" which we believe is not a licensed distributor for the specified elevator.
4. Listed subcontractor for Structural Steel "TROY'S ORNAMENTAL IRON CRAFT" is not holding license C-51 for structural steel, and all the required scope of work is included in the project's structural sheets.

Kazoni Inc.:

1. Listed subcontractor for Structural Steel "TROY'S ORNAMENTAL IRON CRAFT" is not holding license C-51 for structural steel, and all the required scope of work is included in the project's structural sheets.
2. The contractor did not list any subcontractor for Wood Casework per their listing on PlanetBids, cabinets trimming modifications, site measurements, professional fabrication, and installation will be in need of a licensed fabricator and installer.
3. Listed subcontractor for Demolition "Bluetek Unlimited LLC" is holding license C-21, and to deal with hazardous material, if any, per Addendum #2 requirements, the subcontractor needs to carry C-22 license.

Your review of our bid protest is greatly appreciated. If you have any questions, please do not hesitate to contact me at (909) 454-4439.

Thank you.

Sincerely,

Michael Khalil  
Projects Director



# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

July 1, 2022

Sent by Certified Mail and by E-Mail

Alon Gamliel  
AG Construction  
18960 Ventura Blvd #211  
Tarzana, CA 91356  
Alon Gamliel [agconstruction18@gmail.com](mailto:agconstruction18@gmail.com)

Adam Nasry  
Newman Midland Corporation  
1355 Redondo Ave Suite 12  
Long Beach, CA 90804  
Adam Nasry [anasry@newmanmidland.com](mailto:anasry@newmanmidland.com)

April Kulpinski  
Keith Kulpinski  
Kazoni Inc dba Kazoni Construction  
150 Paularino Ave. D160  
Costa Mesa, CA 92626  
Keith Kulpinski [keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)  
April Kulpinski [april@kazoni-inc.com](mailto:april@kazoni-inc.com)

Mark Guirguis  
Michael Khalil  
All About Cabinets Inc dba Home Master International  
2232 S. Vineyard Avenue  
Ontario, CA 91761  
Mark Guirguis [mark@homemastersintl.com](mailto:mark@homemastersintl.com)  
Michael Khalil [michael@homemastersintl.com](mailto:michael@homemastersintl.com)

**SUBJECT: RESPONSES TO BID PROTESTS  
FINDINGS OF NON-RESPONSIVENESS  
CITY OF COSTA MESA POLICE DEPARTMENT INDOOR RANGE  
UPGRADES,  
CITY PROJECT NO. 22-03**

Dear Bidder:

## ATTACHMENT 4

The City Clerk received and opened (8) bids for the Notice Inviting Bids (“Notice”) for the Costa Mesa Police Department Indoor Range Upgrades, City Project No. 22-03 (the “Project”) on June 13, 2022. On the same day, following the bid opening, SS&K Construction Inc. submitted a letter withdrawing their apparent low bid for the Project due to clerical errors in their bid. In addition to the withdrawal by SS&K, several other bidders submitted protests in the days after the bid opening.

This letter responds to protests made by the following bidders on the dates specified:

All About Cabinets                      (Attachment 1)                      on June 15, 2022  
Against: AG Construction, Newman Midland and Kazoni Construction

Newman Midland                      (Attachment 2)                      on June 16, 2022  
Against: AG Construction

Kazoni Construction                      (Attachment 3)                      on June 16, 2022  
Against: AG Construction and Newman Midland

These bid protests respectively protest against all, one, or at least two of the bids submitted by AG Construction, Newman Midland, and Kazoni Construction, Inc. (“Kazoni”, the apparent low bidder). For the reasons set forth below, following City staff’s review and analysis of all the protests and bids, the City has determined that bids submitted by both AG Construction and Newman Midland are non-responsive, while Kazoni submitted a responsive bid. Accordingly, the City will move forward with a recommendation to award the Project to Kazoni, as discussed below.

The City of Costa Mesa has completed its review of the bids submitted on June 13, 2022 in response to the Notice. Newman Midland Corporation, Kazoni and All About Cabinets dba Home Master’s International have all submitted protests of bids submitted that were lower than their own. Upon review of all protests and bids, both AG Construction and Newman Midland Corporation have been found by the Director of Public Services non-responsive for not submitting bids in compliance with the Equivalent Materials and pre-bid substitution request procedures detailed in the “Information for Bidders” portion of the specification. Their bids included listed subcontractors that do not install equipment expressly and specifically listed in the bid documents. The alternative equipment they listed was not submitted as part of a substitution request, for equivalency, prior to bid submission. See Notice, Paragraph 18 of Section B, INFORMATION FOR BIDDERS. This failure resulted in their bids having a competitive advantage over the other bidders, Accordingly, City staff is recommending that bids submitted by AG Construction and Newman Midland Corporation be rejected as non-

responsive. Further, as discussed below, the bid submitted by All About Cabinets is non-responsive as well.

Based on the above analysis, the fourth bidder Kazoni is now the apparent low bidder. All About Cabinets is the only company that has a protest against Kazoni's bid.

California Public Contract Code section 20162, which governs the City's award of the contract for this Project, requires that the contract be awarded, if at all, to the lowest responsible bidder. A bid is responsive if it promises to do what the bidding instructions demand. (*D.H. Williams Construction, Inc. v. Clovis Unified School Dist.*, 146 Cal. App. 4th 757, 764 (5th Dist. 2007).) Responsiveness is determined from the face of the bid. (*Great West Contractors, Inc. v. Irvine Unified School Dist.*, 187 Cal. App. 4th 1425, 1452-53 (4th Dist. 2010).) A bid that substantially conforms to a call for bids may, although not strictly responsive, be accepted if the variance is inconsequential, meaning the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders. (See *Ghilotti Construction Co. v. City of Richmond*, 45 Cal. App. 4th 897, 904 (1st Dist. 1996).) An actual competitive advantage arises only when a bid defect establishes an actual ground for a successful bidder to withdraw its bid without incurring liability under its bond. (*Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181 (1st Dist. 2014).

**BID PROTEST BY ALL ABOUT CABINETS (AGAINST AG CONSTRUCTION AND NEWMAN MIDLAND) AND NEWMAN MIDLAND (AGAINST AG CONSTRUCTION)**

The bid protests by both All About Cabinets and Newman Midland are each rejected by the Director for the apparent failure to follow the mandatory notice procedures to the affected bidder(s). The Notice at Paragraph 21 of Section B, INFORMATION FOR BIDDERS, provides in relevant part:

*The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest..*

However, the bids submitted by AG Construction and Newman Midland Corporation are rejected as non-responsive as discussed above.

**BID PROTEST BY KAZONI AGAINST AG CONSTRUCTION AND NEWMAN MIDLAND (ATTACHMENT 3)**

Kazoni properly followed the mandatory notice procedures as part of their protest of AG Construction and Newman Midland's bids and is the apparent responsive low bidder. Kazoni's bid protest is sustained as to each AG Construction and Newman Midland for the reasons set forth in their protest. However, as noted above, these bids are non-responsive.

### **BID PROTEST BY ALL ABOUT CABINETS AGAINST KAZONI**

All About Cabinets' protest of Kazoni is rejected in its entirety for the apparent failure to notify Kazoni of this protest. Pursuant to the Notice requirements for the Project, as discussed above regarding All About Cabinets and Newman Midland, this is a material requirement for a protest.

Second, All About Cabinets' protest is also rejected for the following specific reasons. Their protest involves Kazoni's selected subcontractors not holding appropriate license to perform the work as detailed in the bid documents, plans, and specifications.<sup>1</sup>

1. In response to All About Cabinets protest that Kazoni's listed subcontractor for structural steel "Troy's Ornamental Iron Craft" is not holding license C-51:
  - The bid plans and bid specifications do not explicitly require a subcontractor to hold a C-51 license and All About Cabinet has not expressly demonstrated where this requirement is legally proved or required in the advertised bid documents. With a Class "B" license Troy's Ornamental Iron Craft is eligible to perform subcontracts that include more than two trades other than framing and carpentry. In this case those two trades may involve ironworking, and painting or ironworking and masonry, etc.
2. In response to All About Cabinets' protest that Kazoni did not list a millwork subcontractor with the appropriate fabricator and installer license:
  - All about Cabinets has not expressly demonstrated where this requirement is proved or required in the bid documents. With a Class "B" license Kazoni is eligible to purchase the millwork from a licensed fabricator and then self-perform or subcontract the installation of new cabinets.

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<sup>1</sup> Despite All About Cabinets protest, the bid(s) submitted by All About Cabinets itself does not correctly designate sub-contractors. The bid information All About Cabinets manually input into the Planet Bids portal, which attempts to designate sub-contractors is unsigned and therefore invalid. The signed bid that is uploaded and delivered to the City conflicts with the subcontractor information that was input on Planet Bids and does not designate some of the same subcontractor classifications that All About Cabinets has protested as inappropriate in Kazoni's bid.

3. In response to All About Cabinets' protest that Kazoni's listed demolition contractor is not holding a C-22 license per addendum #2 requirements:
  - All About Cabinets has not expressly demonstrated where this requirement is proved or required in the bid documents or in Addendum #2. Addendum #2 actually requires the following: "As part of the base bid for construction, the Contractor shall include a Hazardous Materials Survey and Report to evaluate existing building materials in areas where demolition, new construction, and renovations are scheduled to take place." Addendum #2 is evidence that, at this time, it is not clear whether asbestos is present.

Even if All About Cabinet's protest had followed the mandatory notice requirements to the affected other bidders, the alleged discrepancies they identified in Kazoni's bid are nonetheless found to be inconsequential and do not give them a competitive bid advantage over any other bidder.

Further, the bid submitted by All About Cabinets itself is materially non-responsive because of their failure to correctly follow the mandatory requirements for bid submittals through PlanetBids. See Notice, Paragraph 1 of Section B, INFORMATION FOR BIDDERS. To properly submit and complete their bids, each bidder must initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and upload onto PlanetBids. Page P-6 of the bidder's proposal lists all the subcontractors that will perform ½ of 1% of the prime contractor's total bid for the work. Bidders are also prompted to upload evidence of their bid bond and to ensure that a hard copy is delivered to the City Clerk's office prior to bid opening.

All About Cabinets did not properly upload the General Attachment P-1 thru P-12 of the specification, and instead uploaded all 152 pages of the specification with pages P-1 thru P-12 filled out and initialed. Page P-6 of their uploaded General Attachment P-1 thru P-12, portion of the specification, only included some of their designated subcontractors and did not match what was entered manually into the planet bids portal.

All About Cabinets did submit a hard copy of their bidders' bond to the City Clerk but did not properly upload evidence of their bid bond were prompted by the PlanetBids portal to do so. Instead All About Cabinets uploaded all 152 pages of the specification again. However, this time the entire specification included blank versions of P-1 thru P-12 without initials or signature. Only Page P-6 in this mistakenly uploaded document listed subcontractors, but is still found to be invalid since it was not initialed, uploaded in the correct place, with the correct document, or even accompanied by related documents.

## ATTACHMENT 4

The information provided by All About Cabinets in their uploaded general attachment P-1 thru P-12 although signed and initialed is found incomplete and does not match what was manually entered by All About Cabinets into the planet bids portal for subcontract designations.

The discrepancies and inconsistencies with which All About Cabinets has designated their subcontractors results in their bid being improperly submitted. These discrepancies and errors noted above are not inconsequential.

The Project is scheduled to be presented to the City Council at 6:00 p.m. at the July 19, 2022, meeting of the City Council for award to the lowest responsible bidder. City staff is recommending that Kazoni be awarded a construction contract to complete the City of Costa Mesa Police Department Indoor Range Upgrades, City Project 23-02.

If any of the bidders wishes to be heard, protest or otherwise object to the determinations as set forth herein and the intent to award to Kazoni, they must be present at the Council Meeting on July 19<sup>th</sup>, and must submit any written objection and/or evidence to the City Clerk's office, City Hall, 77 Fairview Drive, Costa Mesa, CA 92626 on or before July 14, 2022.

Sincerely,

**Seung Yang**

City Engineer

on behalf of the Public Works Director

Attachment 1 – June 15, 2022 protest from All About Cabinets, Inc (3 pages)

Attachment 2 – June 16, 2022 protest from Newman Midland (2 pages)

Attachment 3 – June 16, 2022 protest from Kazoni Construction (65 pages)

c: Raja Sethuraman, Public Works Director (*email only*)  
Bobby Fouladi, Senior Engineer (*email only*)  
Tarquin Preziosi, Assistant City Attorney (*email only*)  
Lauren B. Stec – Attorney at Law, Lanak & Hanna (*email only*)  
File:

**FOULADI, BOBBY**

---

**From:** lori@homemastersintl.com  
**Sent:** Wednesday, June 15, 2022 2:10 PM  
**To:** FOULADI, BOBBY  
**Cc:** SETHURAMAN, RAJA; YANG, SEUNG; 'Michael khalil'  
**Subject:** Costa Mesa Police Department Indoor Range Upgrades  
**Attachments:** PROTEST LETTER.pdf

Good afternoon,

Please see attached Protest Letter for above-referenced project.

Let us know if there are any questions.

Thank you,

Lori Ramirez  
Executive Assistant  
Home Masters Intl  
[lori@homemastersintl.com](mailto:lori@homemastersintl.com)  
909.923.4663 ext 1013

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June 15, 2022

Bobby Fouladi, P.E.  
Senior Engineer  
City of Costa Mesa  
Public Services Department  
Via email: [bobby.fouladi@costamesaca.gov](mailto:bobby.fouladi@costamesaca.gov)

Re: Formal Protest of Bid  
Bid: Costa Mesa Police Department Indoor Range Upgrades Project  
CIP #22-03

Dear Mr. Fouladi,

Please consider this correspondence to serve as Home Masters Intl. formal protest of the award of the above-referenced bid to AG Construction, Newman Midland Corp & Kazoni Inc.

This protest is being submitted due to the following:

AG Construction:

1. The contractor did not list any subcontractor for the specialty trade of Fire Sprinkler per their listing on PlanetBids.
2. The contractor did not list any subcontractor for the specialty trade of Elevator per their listing on PlanetBids.
3. The contractor did not list any subcontractor for the specialty trade of Roofing not to void the current roofing warranty per their listing on PlanetBids.
4. The contractor did not list any subcontractor for the specialty trade of Structural Steel per their listing on PlanetBids.
5. The contractor did not list any subcontractor for Wood Casework per their listing on PlanetBids, cabinets trimming modifications, site measurements, professional fabrication, and installation will be in need of a licensed fabricator and installer.

Newman Midland Corp:

1. The contractor did not list any subcontractor for the specialty trade of Fire Alarm per their listing on PlanetBids. Johnson Controls is the specified subcontractor per the project specs.

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PH: 909 – 923 – 4663      FX: 909 – 923 – 4688

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2. The contractor did not list any subcontractor for the specialty trade Demolition and Asbestos Abatement to deal with hazardous material, if any, per Addendum #2 requirements.
3. The contractor listed a subcontractor for the Elevator trade, "PS37-3 LLC – DBA Arrow Lift" which we believe is not a licensed distributor for the specified elevator.
4. Listed subcontractor for Structural Steel "TROY'S ORNAMENTAL IRON CRAFT" is not holding license C-51 for structural steel, and all the required scope of work is included in the project's structural sheets.

Kazoni Inc.:

1. Listed subcontractor for Structural Steel "TROY'S ORNAMENTAL IRON CRAFT" is not holding license C-51 for structural steel, and all the required scope of work is included in the project's structural sheets.
2. The contractor did not list any subcontractor for Wood Casework per their listing on PlanetBids, cabinets trimming modifications, site measurements, professional fabrication, and installation will be in need of a licensed fabricator and installer.
3. Listed subcontractor for Demolition "Bluetek Unlimited LLC" is holding license C-21, and to deal with hazardous material, if any, per Addendum #2 requirements, the subcontractor needs to carry C-22 license.

Your review of our bid protest is greatly appreciated. If you have any questions, please do not hesitate to contact me at (909) 454-4439.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael', with a stylized flourish underneath.

Michael Khalil  
Projects Director

**FOULADI, BOBBY**

---

**From:** Adam Nasry <anasry@newmanmidland.com>  
**Sent:** Thursday, June 16, 2022 5:05 PM  
**To:** FOULADI, BOBBY  
**Cc:** Bill Hadd  
**Subject:** Re- Indoor Range Upgrades at Costa Mesa Police Department

Dear Mr. Fouldi,

Pursuant to our phone discussion today, I would like to protest potential award of the contract for the above reference project to AG Construction due to their failure to list structural steel and fire sprinklers subcontractors. Both trades require a specialty license which AG Construction do not possess. Public contract code requires listing of subcontractors performing half of one percent of the bid amount. Clearly, AG Construction is in violation of that requirement. Therefore we believe our company is the lowest responsive bidder.

I would also like to clarify and confirm the following items in our bid proposal for the above referenced project:

1. Our company will self-perform the demolition. Therefore, we do not need to list a demolition contractor.
2. There is no need to list an abatement contractor either since: (a) The contract documents do not contain a hazmat survey so it is unknown during bid time whether any disturbed material is hazardous or not, and (b) The contract documents require us to test the floor tile and roof mastic for hazardous material, which we have included an allowance in our bid for that purpose, and (c) The contract documents states that bullet trap at end of the range may "possibly" release lead dust when removed, and requires the workers to wear personal protective devices and use HEPA vacuums if the trap granular material were disturbed, and does not require a specialty contractor to do any abatement.
3. Although the General Conditions, Article SP-05-Section B- Sub Section 17 on SP-16 indicates that substitution requests need to be submitted prior to bid opening date, it also indicates that later substitution maybe accepted if City finds it to be in its best interest.
- 4.
4. Our bid was based on "Symmetry" LU/LA elevator, which we believe is superior in quality and performance to the specified "Garavanta" elevator. As in article 3 above, the advantage to the City is the higher quality (stainless steel cab construction vs plastic laminate) and the considerable cost saving which was accounted for in our bid amount.
- 5.
5. Similarly, our bid was based on "Welkin" overhead baffle and "Stryker" turning target as provided by "Spire Ranges" as comparable systems to the "Action Target" products specified. As in article 3 above, the advantage to the City is the considerable cost saving which was accounted for in our bid amount. We were informed by "Spire Ranges" that they were an approved vendor to the City. I do

**ATTACHMENT 4**

encourage the City to verify other bidders' inclusions for range equipment, which I am certain that you will find "Spire Ranges" to be their answer.

6.

In the spirit of cooperation, our company is willing to provide the specified "Garavanta" elevator at no extra cost to the City if the contract was awarded to our company along with the City approval of "Spire Ranges" products as an acceptable equal.

Please consider the above items in your review and evaluation of the bids received, and advise us of the City's decision at the earliest time possible.

Sincerely,

Adam Nasry, Sr. PM  
NEWMAN MIDLAND CORP.

6.

7.

8.

6.

6.

7.

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**FOULADI, BOBBY**

---

**From:** Keith Kulpinski <keith@kazoni-inc.com>  
**Sent:** Thursday, June 16, 2022 4:19 PM  
**To:** FOULADI, BOBBY  
**Cc:** April Kulpinski  
**Subject:** Fwd: Kazoni's Protest of AG Construction and Newman Midland Corp. [24855]  
**Attachments:** Kazoni Bid Protest-Costa Mesa Police Dept..pdf

Hi Bobby,

I am forwarding you copy for your files.

Thank you,

**Keith Kulpinski**



150 PAULARINO AVE., SUITE D160  
COSTA MESA, CA 92626  
PHONE: (714) 882-1088  
DIRECT: (714) 393-9724  
FAX: (714) 882-1024  
[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)  
<http://www.kazoniconstruction.com>

Begin forwarded message:

**From:** "Angelica J. Regis" <[ajregis@lanak-hanna.com](mailto:ajregis@lanak-hanna.com)>  
**Subject:** Kazoni's Protest of AG Construction and Newman Midland Corp. [24855]  
**Date:** June 16, 2022 at 4:10:10 PM PDT  
**To:** "[raja.sethuraman@costamesaca.gov](mailto:raja.sethuraman@costamesaca.gov)" <[raja.sethuraman@costamesaca.gov](mailto:raja.sethuraman@costamesaca.gov)>  
**Cc:** "[agconstruction18@gmail.com](mailto:agconstruction18@gmail.com)" <[agconstruction18@gmail.com](mailto:agconstruction18@gmail.com)>, "[estimating@newmanmisland.com](mailto:estimating@newmanmisland.com)" <[estimating@newmanmisland.com](mailto:estimating@newmanmisland.com)>, Colin McCarthy <[ckmccarthy@lanak-hanna.com](mailto:ckmccarthy@lanak-hanna.com)>, "[april@kazoni-inc.com](mailto:april@kazoni-inc.com)" <[april@kazoni-inc.com](mailto:april@kazoni-inc.com)>, "[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)" <[keith@kazoni-inc.com](mailto:keith@kazoni-inc.com)>, "Lauren B. Stec" <[lbstec@lanak-hanna.com](mailto:lbstec@lanak-hanna.com)>

RE: Kazoni's Protest of AG Construction and Newman Midland Corp.  
Project: Costa Mesa Police Department Indoor Range Upgrades Project  
Our Matter No. 24855

Dear Mr. Sethuraman,

Please find attached letter regarding the above-referenced matter, per Atty. Lauren B. Stec's request.

Thank you for your time.

Respectfully,

## ATTACHMENT 4

### ANGELICA J. REGIS

Litigation Assistant

**Direct** 714.408.7219 | **Main** 714.620.2350 | **Fax** 714.703.1610  
625 THE CITY DRIVE S., STE. 190, ORANGE, CA 92868

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[lanak-hanna.com](http://lanak-hanna.com)



Lauren B. Stec  
Attorney at Law  
lbstec@lanak-hanna.com

File No. 24855

June 16, 2022

**VIA E-MAIL AND OVERNIGHT MAIL**

Raja Sethuraman  
Public Services Director  
City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA 92626  
raja.sethuraman@costamesaca.gov

**RE: KAZONI'S PROTEST OF AG CONSTRUCTION AND NEWMAN MIDLAND CORP.  
Project: Costa Mesa Police Department Indoor Range Upgrades Project**

Dear Mr. Sethuraman,

We represent Kazoni, Inc. dba Kazoni Construction ("Kazoni") with regards to its bid on the City of Costa Mesa (the "City") Police Department Indoor Range Upgrades Project ("Project"). As you know, the first lowest bidder, SS+K Construction withdrew its bid. This letter serves as Kazoni's formal protest against the second lowest bidder, AG Construction, and the third lowest bidder, Newman Midland Corp.'s ("Newman") bids. This bid protest is in compliance with the City's Protest Instructions set forth in the Invitation for Bid. AG Construction and Newman's bids on the Project are non-responsive and thus must be rejected, as addressed in detail below. Kazoni requests that the District reject AG Construction and Newman's Bids and award the Project to Kazoni as the lowest responsive and responsible bidder.

**I. AG CONSTRUCTION AND NEWMAN'S BIDS ARE NON-RESPONSIVE.**

AG Construction and Newman's bids are nonresponsive because (1) AG Construction and Newman failed to complete the Designation for Subcontractors Form, (2) AG Construction and Newman violated the Subcontractor Listing Laws, and (3) AG Construction and Newman failed to list an elevator subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications. AG Construction and Newman's non-responsive bids should be rejected by the City because AG Construction and Newman's have gained an advantage by failing to include the type of work and percentage of work to be performed by their subcontractors, and failing to bid the specified electric lift manufactured by Garaventa Lift.

A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. A truly nonresponsive bid may be summarily denied by a public entity even if the bid is otherwise monetarily the best for the entity. *Great West Contractors,*

{2617 24855}

June 16, 2022

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*Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1428. A bid is responsive if it promises to do what the bidding instructions demand. *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341. Usually, whether a bid is responsive can be determined from the face of the bid without outside investigation or information. *Id.* at 1342. The test for responsiveness focuses on the four corners of the bid documents and does not consider information or details outside of the bid and bid documents. *Great West Contractors, Inc., supra*, 187 Cal.App.4th 1425, 1428. When evaluating a bid, a public entity must follow the requirements of the Public Contract Code and any additional requirements it mandates in the bid documents. *Poza v. Department of Transp.* (1983) 145 Cal.App.3d 269 (emphasis added). A public entity may only waive minor or inconsequential irregularities in a bid, and bids that differ materially from the bid specifications must be rejected. *Ghilotti Construction Co. v. Richmond* (1996) 45 Cal. App. 4th. 897, 904.

Typically, the material terms of a bid, which are not waivable, are those that affect price, quantity, quality, or delivery, along with those terms that the bid package clearly identifies as mandatory. *Konica Business Machines v. Regents of the University of California* (1988) 206 Cal.App.3d 449, 454-455. A bid. also fails to comply materially with the bid package if it gives the bidder an unfair competitive advantage over other bidders. *Ghilotti Construction Co., supra*, 45 Cal. App. 4th. at 904. Unfair advantages include those errors and omissions which would allow a contractor to withdraw its bid. *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1442. Finally, deviations that could be a vehicle for favoritism, influence potential bidders to refrain from bidding, or affect the ability of the party receiving the bids to make bid comparisons are material deviations that may not be waived. *Konica Business Machines, supra*, 206 Cal.App.3d at 455. This remains true even if there is no actual evidence of favoritism or other improprieties. *Id.*

## II. AG CONSTRUCTION'S BID SHOULD BE REJECTED AS NON-RESPONSIVE.

AG Construction's bid should be deemed non-responsive by the City because it failed to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed to list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in its bids. A true and correct copy of AG Construction's Bid is attached hereto as **Exhibit A**.

### **A. AG Construction's Bid is Non-Responsive on its Face Because it Failed to Complete the Designation for Subcontractors Form.**

The Designation for Subcontractors Form provides:

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the **name and location of the place of business of each subcontractor who will perform work** or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the



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construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. **Bidder shall further set forth the portion of the work which will be done by each such subcontractor** with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

The Designation for Subcontractors Form, above the table to list the subcontractors, also states “***All information must be filled out and typed.*** Please use additional pages in this format if needed.” The table provides that the bidder must include for each subcontractor listed the Bid Item(s) Number, % Portion of Work, Name, Address, and Email of Subcontractor, State License Number, Class, and DIR Registration Number.

Here, AG Construction's bid is non-responsive on its face because the Designation for Subcontractors Form is not complete. See *Taylor Bus Service, Inc.*, *supra*, 195 Cal.App.3d at 1341. AG Construction's Form fails to include the following required information:

- AG Construction's bid fails to include Bid Item(s) Number for Johnson Control;
- AG Construction's bid fails to include the % Portion of Work for Johnson Control;
- AG Construction's bid fails to include the Johnson Control's Address;
- AG Construction's bid fails to include Johnson Control's email;
- AG Construction's bid fails to include Johnson Control's class;
- AG Construction's bid fails to include Bid Item(s) Number for Diamondcrete;
- AG Construction's bid fails to include the % Portion of Work for Diamondcrete;
- AG Construction's bid fails to include the Diamondcrete's Address;
- AG Construction's bid fails to include Diamondcrete's email;
- AG Construction's bid fails to include Diamondcrete's class;
- AG Construction's bid fails to include Bid Item(s) Number for Continental Tile and Marble;
- AG Construction's bid fails to include the % Portion of Work for Continental Tile and Marble;
- AG Construction's bid fails to include the Continental Tile and Marble's Address;
- AG Construction's bid fails to include Continental Tile and Marble's email;
- AG Construction's bid fails to include Continental Tile and Marble's class;
- AG Construction's bid fails to include Bid Item(s) Number for URE Inc.;
- AG Construction's bid fails to include the % Portion of Work for URE Inc.;
- AG Construction's bid fails to include the URE Inc.'s Address;
- AG Construction's bid fails to include URE Inc.'s email;
- AG Construction's bid fails to include URE Inc.'s class;
- AG Construction's bid fails to include Bid Item(s) Number for Arrow Lift of CA;
- AG Construction's bid fails to include the % Portion of Work for Arrow Lift of CA;
- AG Construction's bid fails to include the Arrow Lift of CA's Address;
- AG Construction's bid fails to include Arrow Lift of CA's email;
- AG Construction's bid fails to include Arrow Lift of CA's class;

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- AG Construction's bid fails to include Bid Item(s) Number for Allison Mechanical;
- AG Construction's bid fails to include the % Portion of Work for Allison Mechanical;
- AG Construction's bid fails to include the Allison Mechanical's Address;
- AG Construction's bid fails to include Allison Mechanical's email;
- AG Construction's bid fails to include Allison Mechanical's class;
- AG Construction's bid fails to include Bid Item(s) Number for Delta Environmental;
- AG Construction's bid fails to include the % Portion of Work for Delta Environmental;
- AG Construction's bid fails to include the Delta Environmental's Address;
- AG Construction's bid fails to include Delta Environmental's email;
- AG Construction's bid fails to include Delta Environmental's class;
- AG Construction's bid fails to include Bid Item(s) Number for Amtek Construction;
- AG Construction's bid fails to include the % Portion of Work for Amtek Construction;
- AG Construction's bid fails to include the Amtek Construction's Address;
- AG Construction's bid fails to include Amtek Construction's email;
- AG Construction's bid fails to include Amtek Construction's class;

This information for its subcontractors was required to be listed as specifically provided in the bid documents. AG Construction's failure to complete the Designation for Subcontractors Form is a material deviation and deems its bid non-responsive.

In addition to failing to list the information required by the Designation for Subcontractors Form for each subcontractor, AG Construction also failed to type the information as required. Although this may seem like an inconsequential deviation, it made determining which subcontractors AG Construction listed almost impossible. Amtek Construction looks like Amlex Construction. Amtek Construction's license number is 490382 but it is listed on the Form as 490302. The fact is that AG Construction failed to type the information for the Designation for Subcontractors Form and deviated from the bid instructions.

Therefore, AG Construction's Bid is non-responsive because it fails to conform to the Specifications of the Invitation for Bid.

**B. AG Construction's Bid Must Be Rejected Because it Violates the Subcontractor Listing Laws.**

AG Construction's failure to list its subcontractors' scope of work, percentage of work, and address violate the subcontractor listing laws. The purpose of the subcontractor listing law specifically addresses the concerns raised by AG Construction's subcontractor list. Public Contract Code section 4101 identifies the problem the Legislature was concerned with, as follows:

The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and

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lead to insolvencies, loss of wages to employees, and other evils.

The subcontractor listing law was passed in response to these concerns.

*Public Contract Code* section 4104 provides and requires:

Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, **the location of the place of business**, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) **The portion of the work that will be done by each subcontractor under this act.**

The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. (Emphasis added).

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“Bid shopping occurs where the general contractor uses the lowest bid received to pressure other subcontractors to submit even lower bids. The Act requires bidders for public contracts to list the names of all subcontractors who will perform work in an amount in excess of one-half of 1 percent of the prime contractor's bid. *Pub. Contract Code*, §4104, subd. (a). The bidder must also set forth: ‘The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.’ (*Pub. Contract Code*, § 4104, subd. (b).)” *MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4<sup>th</sup> 359, 368-69 citing *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4<sup>th</sup> 1432, 1438.

Here, Public Contract Code Section 4101(a)(1) states that the bidder must list the address for each of its subcontractors. In direct violation of the Subcontractor Listing Laws, AG Construction failed to include the address of all of its listed subcontractors.

Furthermore, the Public Contract Code Section 4101(b) states that the bidder must include the portion of work to be performed by each subcontractor. AG Construction fails to list both the bid item and the percentage of work to be performed by each subcontractor. AG Construction’s failure to list the bid item or percentage of work encourages bid shopping by AG Construction to try to find another subcontractor to perform the work for cheaper. AG Construction is able to bid shop because it hasn’t listed the bid items or percentages, locking the subcontractor into the designated work.

Thus, the City must reject AG Construction’s bid for violating the Subcontractor Listing Laws.

**C. AG Constructions Bid is Non-Responsive Because the Elevator Subcontractor it Listed, Arrow Lift, Does Not Install the Electric Lift Provided for in the Specifications, Garaventa Lift.**

Lastly, AG Construction’s bid must be deemed non-responsive because it fails to list an elevator subcontractor that installed the electric lift provided for in the specifications, Garaventa Lift. The Electric Lift is provided for in Section 14 2101. Part 2 of Section 14 2102 provides:

**PART 2 PRODUCTS**

**2.01 SYSTEMS**

**A. Manufacturers:**

1. Garaventa Lift, [www.garaventlift.com](http://www.garaventlift.com).
2. Substitutions: Previously Reviewed and Approved Equals will be Accepted.

A true and correct copy of Section 14 2101, Electric Lift Specification is attached hereto as **Exhibit B**.

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AG Construction's Bid listed Arrow Lift as a subcontractor, presumably to perform the elevator work, although not clear since AG Construction failed to list the scope of work each subcontractor was to perform. Arrow Lift only installs electric lifts manufactured by Symmetry, not Garaventa Lift. Kazoni knows this because it received a bid from Arrow Lift but the manufacturer of the electrical lift was Symmetry, which does not meet the requirements for the specifications. Arrow Lift explained to Kazoni that it only installs Symmetry electrical lifts, not Garaventa Lift electrical lifts.

The Specifications do provide that previously reviewed and approved equals will be accepted; however, the City did not notify Kazoni that any equals had been reviewed or approved. AG Construction's failure to list a subcontractor that installs Garaventa Lift electrical lifts fails to meet the Specifications, and therefore is non-responsive.

This deviation from the bid documents cannot be waived because it provided AG Construction with a material advantage. Specifically, the electrical lift manufactured by Symmetry only cost \$89,500.00. Comparatively, the electrical lift provided for in the specifications, which are manufactured by Garaventa Lift, are \$196,933.00. Therefore, by ignoring the specifications and required manufacturer of the electrical lift, AG Construction gained a \$107,000 advantage. This doesn't even include the usual markup by general contractors, would add another \$10,000 to \$15,000. This is clearly a material advantage that the City cannot waive.

Therefore, AG Construction's Bid must be rejected because it is non-responsive for failure to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids.

### **III. NEWMAN'S BID SHOULD BE REJECTED AS NON-RESPONSIVE.**

Newmans' bid should also be deemed non-responsive by the City because it failed to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids. A true and correct copy of Newman's Bid is attached hereto as **Exhibit C**.

#### **A. Newman's Bid is Non-Responsive on its Face Because it Failed to Complete the Designation for Subcontractors Form.**

Newman's bid is non-responsive on its face because the Designation for Subcontractors Form is not complete. See *Taylor Bus Service, Inc.*, *supra*, 195 Cal.App.3d at 1341. Newman's Form fails to include the following required information:

- AG Construction's bid fails to include the % Portion of Work for PMK Professional, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Arrow Lift of CA;
- AG Construction's bid fails to include the % Portion of Work for RDM Millwork and Cabinets;
- AG Construction's bid fails to include the % Portion of Work for Gillardo Contractors, Inc;

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- AG Construction's bid fails to include the % Portion of Work for Tecta America Southern California, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Rod Construction;
- AG Construction's bid fails to include the % Portion of Work for United Riggers & Erectors, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Cosco Fire Protection, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Inland Pacific Coatings, Inc.;
- AG Construction's bid fails to include the % Portion of Work for Enterprise Security, Inc.;
- AG Construction's bid fails to include the % Portion of Work for South Coast Mechanical LLC.

The percentage portion of work was required to be completed pursuant to the instructions on the Designation of Subcontractors Form. The Form specifically provides "***all information must be filled out.***" The City cannot waive a requirement that it created within the bid documents. Therefore, Newman's Bid is non-responsive because it fails to conform to the Specifications of the Invitation for Bid.

**B. Newman's Bid Must Be Rejected Because it Violates the Subcontractor Listing Laws**

Newman's bid must also be rejected because its failure to list its subcontractors' percentage of work violates the subcontractor listing laws. The purpose of the subcontractor listing law specifically addresses the concerns raised by Newman's subcontractor list.

Public Contract Code Section 4101(b) states that the bidder must include the portion of work to be performed by each subcontractor. This includes the type of work and the percentage of work. Newman failed to list the percentage of work to be performed by each subcontractor. Newman's failure to list the percentage of work to be performed by each contractor encourages bid shopping by Newman to try to find another subcontractor to perform a portion of the work for cheaper. For example, Newman lists Gallardo Contractors Inc. for the concrete portion of work. However, Newman does not list the percentage of concrete work Gallardo Contractors Inc. will be performing. Without a percentage listed, Newman is left with the ability go to bid shopping to find a concrete contractor to perform some portion of Gallardo Contractors Inc.'s work for less, ie. bid shopping.

Furthermore, the court in *MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 374-377, found that a bidder's failure to list the percentage or price of each subcontractors work constitutes material advantage. In *MCM Construction, Inc.*, the bid documents and city regulations applicable to a city project required that ***bidders provide the value of certain designated subcontractor's work***. The Court held that a bidder's failure to include that information for some of the subcontractors was ***a material deviation***. The Court noted that a number of cases determined that a contractor obtained a competitive advantage over other bidders where a contractor's error on a bid could result in a contractor withdrawing its bid pursuant Public Contract Code section 5103, which was interpreted to permit the withdrawal of a bid arising from typographical or arithmetical errors. *Id.* at 376-377. The Court concluded, "the failure to state a dollar amount of work



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to be performed by seven of nine subcontractors is ‘in the nature of a typographical or arithmetical error.’ As such, MCM could have sought relief under the statute and had an advantage not available to other bidders.” *Id.* at 377.

Here, Newman failed to include the percentage of each subcontractor’s work. Like the contractor in *MCM Const., Inc.*, because Newman could have sought relief under Public Contract Code section 5103 for failing to include those values, Newman “had an advantage not available to other bidders.” *MCM Const., Inc., supra*, Cal.App.4th at 377. As a result, Newman’s bid was non-responsive from the face of the bid. See *Taylor Bus Service, Inc., supra*, 195 Cal.App.3d at 1341.

**C. Newman’s Bid is Non-Responsive Because the Elevator Subcontractor it Listed, Arrow Lift, Does Not Install the Electric Lift Provided for in the Specifications, Garaventa Lift.**

Finally, just like AG Construction’s bid, Newman’s bid must also be deemed non-responsive because it also failed to list an elevator subcontractor that installed the electric lift provided for in the specifications, Garaventa Lift.

Newman’s Bid also listed Arrow Lift as the elevator subcontractor. As discussed above, Arrow Lift only installs electric lifts manufactured by Symmetry, not Garaventa Lift as required by the specifications. This deviation from the bid documents cannot be waived because it provided Newman with a \$107,000 material advantage. Even more significant than the advantage provided to AG Construction, here, the bid spread between Kazoni and Newman is less than \$100,000, and thus, less than the electrical lift cost.

Therefore, Newman’s Bid must be rejected because it is non-responsive for failure to complete the Designation for Subcontractors Form, violated the Subcontractor Listing Laws under *Public Contract Code* section 4104, and failed list a subcontractor to install the specified electric lift by Garaventa Lift pursuant to Section 14 2102 of the Specifications in their bids.

#### **IV. CONCLUSION**


AG Construction and Newman’s bids failed to comply with the requirements of the bid documents. The failures of AG Construction and Newman to comply with the bid requirement, as identified in detail above, constitute material deviations from the Invitation for Bid. These failures provide AG Construction and Newman with an unfair competitive advantage. As a result of AG Construction and Newman’s bids being non-responsive, Kazoni requests the City reject AG Construction and Newman’s bids and award the Project to Kazoni as the lowest responsive and responsible bidder.

Kazoni is appreciative of the time the City has spent on this matter and hopes for a quick resolution.

June 16, 2022

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Sincerely,



LAUREN B. STEC  
Attorney at Law for the Firm  
Enclosures

cc: *Via email only*

Alon Gamliel  
AG Construction  
agconstruction18@gmail.com

Adam Nasry  
Newman Midland Corp.  
estimating @newmanmisland.com



# EXHIBIT A

## SECTION C

PROPOSAL FOR THE  
COSTA MESA POLICE DEPARTMENT  
INDOOR RANGE UPGRADES PROJECT  
CITY PROJECT NO. 22-03

The Honorable City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT, CITY PROJECT NO. 22-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED-FORTY (140) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

To minimize impacts on day-to-day operations within the basement level of the building, the Contractor shall arrange for and order all materials for the accessibility upgrades in basement restrooms at the start of construction. As part of the baseline construction schedule, the Contractor shall submit for approval by the City, a separate restroom accessibility upgrade schedule. Once all materials for the restroom accessibility upgrades are on-site the Contractor shall complete construction in the basement restroom facilities **WITHIN TWENTY (20) WORKING DAYS** per a separate notice to proceed issued by the City.

**Proposal Price Break Down**

Description	Price*
(A) Price of Project (*)	1,655,495.00
(B) Allowances(**)	\$150,000
(A) + (B) = <b>Base Bid</b>	1,805,495.00

\* Price includes the indirect cost and markup.

\*\* Allowances are identified in Special Provisions SP-06-Allowances. Allowances as set forth in the Contract Documents are to be used as compensation for items as set forth in the Special Provisions. The Allowance amounts are to be included in the total project base bid.

The CITY reserves the right to reject all Bids.

A6  
Bidder's Initials

Contractor's Lawful Name AG Construction

Total written amount for Base Bid (using words):

\$ one million Eight hundred & five thousand four hundred  
ninety five.

Total amount for Base Bid (using numeric format):

\$ 1,805,495.00

**NOTE: A mandatory pre-bid walkthrough of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid walkthrough.**

AG  
Bidder's Initials

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

**NOTES:**

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (\*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (\*\*) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.

AG  
Bidder's Initials



# **PROPOSAL SCHEDULE** (CONTINUED)

(Please Type or Print)

Total Amount for Bid (in written words) \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) \_\_\_\_\_

Contractor's Lawful Name: AG Construction in figures

Bidder's Name: Alon Gamliel Bidder's Initials: AG

Contractor's License No. 706172 Expiration: 6-30-23

Contractor's Taxpayer I.D. Number: 95-4533599

Contractor's DIR Registration Number: 1000722296

Signature: Alon Gamliel Date: 6-13-22

Contractor's Address: 18960 Ventura Blvd #211

Tarzana Ca 91356

Telephone Number: (818) 963 1683 Mobile No.: (818) 963 1683

Fax Number: (818) 578-6692 E-mail: agconstruction@gmail.com

24-Hour Emergency Contacts:

Alon Gamliel  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Telephone Number: (818) 963 1683

Mobile No.: (818) 963 1683

Telephone No.: ( ) \_\_\_\_\_

Mobile No.: ( ) \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Mobile No.: ( ) \_\_\_\_\_

Bidder's Initials

**PROPOSAL SCHEDULE****(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

AG

Bidder's Initials

Alan Gamliel DBA  
AG Construction  
Contractor's Business Name  
18960 Ventura Blvd #211  
Business Address: Street  
Targana Ca 91356  
City State Zip  
818-963-1683  
Business Phone Number  
Alan Gamliel owner  
Name Title  
Targana Ca 91356  
City State Zip

Respectfully Submitted,

Alan Gamliel owner  
Contractor Title  
Alan C owner  
Signed By Title  
706172 6-30-23  
Contractor's License No. and Classification Exp. Date  
6-13-22  
Date  
577 Calvin Ave  
Residence: Street  
818-963 1683  
Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_  
Name \_\_\_\_\_  
Name \_\_\_\_\_

Can Sign

☐  
☐  
☐

Must Sign

☐  
☐  
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Alan Gamliel DBA  
AG Construction  
Taxpayer I.D. # 95-4533599

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AG  
Bidder's Initials



Bidder shall signify receipt of all Addenda here, if any:

## CONSTRUCTION PROJECT REFERENCES

310-433 4071/Teng

Bidder's Initials



**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
		Thomson Controls	986047		1000000576
		Diamond Creek	106348		1000701616
		Continental Tile Marble	394		1000002554
		URE Inc	245451		1000004020
		Arrow Lift of Co	995486		1000027813
		Allison Mechanical	679866		1000002213
		Deto Environmental	1070662		1000707164
		Amlex Construction	490302		1000009822
		Spire Ranges	supplier		

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

AG

Bidder's Initials

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, AG Construction as principals, and Harco National Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Bid Amount (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, AG Construction, if accepted by the City of Costa Mesa, and if the above bounden, AG Construction, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, AG Construction, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 3rd day of June, 2022.

AG Construction

Alan Camilo

Contractor/ Principal  
(Notary Acknowledgement to be attached)

Harco National Insurance Company

Christine Hoang, Attorney-in-Fact

Surety/Power of Attorney  
(Notary Acknowledgment to be attached)

AG  
Bidder's Initials



## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 1 JUN 03 2022

before me,

J. Smith, Notary Public

Date

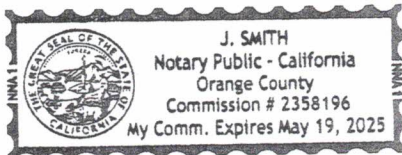
Here Insert Name and Title of the Officer

personally appeared

Christine Hoang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**ATTACHMENT 4**  
**POWER OF ATTORNEY**

Bond # N/A

**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE HOANG, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON**

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 03, 2022

Irene Martins, Assistant Secretary



Nº 6046

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended

## Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Harco National Insurance Company

of Rolling Meadows, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 19 94, I have hereunto set my hand and caused my official seal to be affixed this 3rd day of January, 19 95.



By

John G. Gargano  
Insurance Commissioner  
Victoria S. Sidbury  
Deputy

NOTES:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CONTRACT ASSURANCE**

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

AG

Bidder's Initials

**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

AG Construction

Contractor Firm Name

Alan Gamble

Name of Principal

owner

Title

Alan Gamble

Signature

Subscribed and sworn to before me by:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Publicsee attachedAG

Bidder's Initials



## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

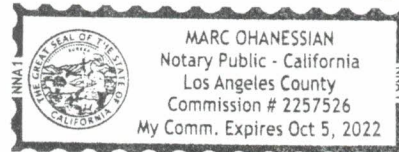
On 05/26/2022 before me, MARC OHANESSIAN, Notary Public,  
(Here insert name and title of the officer)

personally appeared ALON SAMUEL,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature of Notary Public

(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer  
 \_\_\_\_\_  
 (Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 6-13-22

CONTRACTOR

Alon Gamliel  
AG Construction  
Company Name

PROJECT: COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE  
CITY PROJECT NO. 22-03

AG  
Bidder's Initials

**DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

A.G.  
Bidder's Initials



## BIDDER/APPLICANT/CONTRACTOR

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

Alon Gamliel DBA AG Construction / Alon  
Bidder/Applicant/Proposer

6-13-22  
Date

AG  
Bidder's Initials

# EXHIBIT B

**SECTION 14 2101  
ELECTRIC LIFT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Design/Build system for an Electric/Hydraulic Lift: Limited Use, Limited Application.
- B. Deferred Review and Approval by Building Department and Structural Engineer of Record.
- C. Deferred Review and Approval and Certification by State Governing Authorities.

**1.02 REFERENCE STANDARDS**

- A. ASME A17.1/CSA B-44. Section 5.2 LU/LA Elevators. ADA (Americans with Disabilities Act)

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate with existing Conditions including electrical and mechanical.
  - 2. Coordinate with existing Built conditions.
  - 3. Coordinate with required clearances.
  - 4. Coordinate with Structural modifications as shown on the Drawings.
  - 5. Coordinate with State and Local regulations.
- B. Deferred Approvals:
  - 1. Contractor to Submit Shop Drawings, etc. for Building Department and Structural Engineer of Record Review and Approval.
  - 2. Contractor to Submit Electrical/Power requirements for coordination with existing Building power supply. Electrical Engineer of Record shall review the information.

**1.04 SUBMITTALS**

- A. Product Data: Approvals and Warranties.
- B. Shop Drawings: Indicate vertical and horizontal clearances and existing conditions.
- C. Erection Drawings: Indicate required clearances and method of installation (including access through building).
- D. Manufacturer's Instructions: Indicate installation process.
- E. Installer's qualification statement.
- F. Testing agency's qualification statement.
- G. Executed warranty.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

**1.06 FIELD CONDITIONS**

- A. Existing Conditions: Review existing site and utilities.

**1.07 WARRANTY**

- A. Manufacturer Warranty: Provide standard two (2) year manufacturer warranty for lift and support equipment. Complete forms in Owner's name and register with manufacturer. Start of warranty to be at Substantial Completion.

**PART 2 PRODUCTS**

**2.01 SYSTEMS**

- A. Manufacturers:
  - 1. Garaventa Lift, [www.garaventlift.com](http://www.garaventlift.com).

2. Substitutions: Previously Reviewed and Approved Equals will be Accepted..
- B. Design Criteria:
  1. Design based on Garaventa Style 1 (one exit/entry).
  2. Three (3) stop (Basement, 1st Floor, 2nd Floor)
- C. Operation:
  1. Power Supply:
    - a. Elevator: Standard 208 VAC three Phase, (option 230 VAC single phase)
    - b. Lighting: 120 VAC single phase, 15 amps.
    - c. Coordinate with existing Lift power.
    - d. Provide and install new Disconnect at Lift Mechanical Room.
    - e. Provide and Install new computerized (PLC) controller with Emergency Backup power system.
- D. Finish:
  1. Wall Finishes: Laminate Plastic (selected during Construction from standard options)
  2. Wall Trim Finishes: Stainless Steel
  3. Floor Finish:

## **2.02 OPTIONS**

- A. Integrated hands free telephone and Phone Monitoring.
- B. Accessible/ADA braille markings. Car direction lantern with audio and visual signals.
- C. Safety Devices: Full height photo-electric door sensors
- D. Emergency battery lowering system. Emergency manual lowering valve. Safety brake system automatic bi-directional floor levelling. Stop keyswitch and alarm button in car. Final limit switch. overspeed valve. Pit Prop.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's written instructions.

### **3.02 SYSTEM STARTUP**

- A. Manufacturer Services: Provide services of manufacturer's field representative to perform systems startup.
- B. Prepare and start equipment and systems in accordance with manufacturers' instructions and recommendations.

### **3.03 CLEANING**

- A. Clean all surfaces prior to Final closeout.

### **3.04 CLOSEOUT ACTIVITIES**

- A. Demonstrate proper operation of equipment to Owner's designated representative.
- B. Approvals: Provide documentation indicating approvals as required by State and Local governing jurisdictions.
- C. Training: Train Owner's personnel on operation and maintenance of system.
  1. Training Reference: Operation and maintenance manual and additional training materials as required.
  2. Provide minimum of One hour of training.

### **3.05 PROTECTION**

- A. Protect installed Elevator from subsequent construction operations.

## **END OF SECTION**

**SECTION 21 0500****COMMON WORK RESULTS FOR FIRE SUPPRESSION-MODIFICATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Design/Build general scope of work for Proposed modifications to Existing Fire Sprinkler System.
- B. Deferred Fire Department/Bldg Department Submittal and Approval requirements.
- C. Pipe, fittings, sleeves, escutcheons, seals, and connections for sprinkler systems.
- D. Pipe hangers and supports.
- E. Pipe sleeves.
- F. New Seismic bracing at existing and new areas of remodel (~ 2,000 s.f.)

**1.02 REFERENCE STANDARDS**

- A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2016.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2013a (Reapproved 2017).
- C. FM (AG) - FM Approval Guide; current edition.
- D. ITS (DIR) - Directory of Listed Products; current edition.
- E. NFPA 13 - Standard for the Installation of Sprinkler Systems; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems; 2016.
- G. UL (DIR) - Online Certifications Directory; Current Edition.

**1.03 SUBMITTALS**

- A. Provide and submit complete Design/Build submittal package to Design Team prior to formal submittal to local governing authority. Design Team will quickly review for general conformance with design intent.
- B. Product Data: Provide manufacturer's catalog information.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, and floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- D. Plans: Provide Plans showing existing system (as needed for modification to the existing system). A CAD Drawing file will be available with the Floor Plan for Contractors Use. All existing conditions will require verification.
- E. Project Record Documents: Record actual locations of all components.
- F. Operation and Maintenance Data: Include installation instructions and spare parts lists.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section.
  - 1. Minimum three years experience.
- C. Conform to FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey requirements.
- D. Valves: Bear FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey product listing label or marking. Provide manufacturer's name and pressure rating marked on valve body.



- E. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.
- F. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

#### **1.05 DESIGN/BUILD SCOPE OF WORK**

- A. The sprinkler system design shall be reviewed and approved by authorities having jurisdiction.
- B. Sprinkler Occupancy Hazard Classification: Light Hazard (unless more stringent percentage is required by local governing jurisdiction).
- C. Maximum Protection Area per Sprinkler: Per UL listing.
- D. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7 and local governing jurisdictions.
- E. Shop Drawings: For wet-pipe sprinkler systems. Including plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams: for power, signal and control wiring
  - 2. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
    - a. Domestic water piping
    - b. HVAC ducting and piping
    - c. Light fixtures
    - d. Existing and New structural components to remain
    - e. Pistol Range Ceiling Baffle System
- F. General Sprinkler Head design:
  - 1. Sprinkler Head manufacturer: Subject to compliance with requirements, provide products by one of the following: AFAC Inc., Globe Fire Sprinkler Corporation, Reliable Automatic Sprinkler Co., Inc., Tyco Fire & Building Products LP, Venus Fire Protection, Victaulic Company, Viking Corporation.
  - 2. Sprinkler Head/Escutcheons Finish: match existing system.
  - 3. At all new/remodeled Areas: At exposed ceilings (hard-lid and acoustical ceiling panels) provide semi recessed heads.
  - 4. At Shooting Range: provide exposed heads with wire cages. See Drawings for suggested partially protected layout behind Baffle system.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store valves in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

#### **1.07 WARRANTY**

- A. Correct defective Work within a one year period after Date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 FIRE PROTECTION SYSTEMS**

- A. Sprinkler Systems: Comply with NFPA 13.
- B. Welding Materials and Procedures: Comply with ASME BPVC-IX.

#### **2.02 PIPE SLEEVES**

- A. Plastic, Sheet Metal, or Moisture-Resistant Fiber: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.



**2.03 PIPE HANGERS AND SUPPORTS**

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Malleable iron, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches (50 mm) and Over: Carbon steel, adjustable, clevis.
- C. Seismic braces: Carbon steel, adjustable, and/or as needed.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

**3.02 INSTALLATION**

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
- C. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- D. Install piping to conserve building space, to not interfere with use of space and other work.
- E. Group piping whenever practical at common elevations.
- F. Install piping at centers of acoustical ceiling panels (where occurs).
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- I. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- J. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- K. Provide sleeves when penetrating walls and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
  - 1. Aboveground Piping:
    - a. Pack solid using mineral fiber complying with ASTM C592.
    - b. Fill space with an elastomer caulk to a depth of 0.50 inch (15 mm) where penetrations occur between conditioned and unconditioned spaces.
  - 2. All Rated Openings: Caulk tight with firestopping material complying with ASTM E814 in accordance with Section 07 8400 to prevent the spread of fire, smoke, and gases.
  - 3. Caulk exterior wall sleeves watertight with lead and oakum or mechanically expandable chloroprene inserts with mastic-sealed components.
- L. Manufactured Sleeve-Seal Systems:

## ATTACHMENT 4

1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
  2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
  3. Locate piping in center of sleeve or penetration.
  4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
  5. Tighten bolting for a watertight seal.
  6. Install in accordance with manufacturer's recommendations.
- M. Escutcheons:
1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
  2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
  3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.
- N. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, unions, and couplings for servicing are consistently provided.

### 3.03 CLEANING

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**

# EXHIBIT C

## SECTION C

### PROPOSAL FOR THE COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT CITY PROJECT NO. 22-03

The Honorable City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADES PROJECT, CITY PROJECT NO. 22-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE-HUNDRED-FORTY (140) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

To minimize impacts on day-to-day operations within the basement level of the building, the Contractor shall arrange for and order all materials for the accessibility upgrades in basement restrooms at the start of construction. As part of the baseline construction schedule, the Contractor shall submit for approval by the City, a separate restroom accessibility upgrade schedule. Once all materials for the restroom accessibility upgrades are on-site the Contractor shall complete construction in the basement restroom facilities **WITHIN TWENTY (20) WORKING DAYS** per a separate notice to proceed issued by the City.

#### Proposal Price Break Down

Description	Price*
<b>(A) Price of Project (*)</b>	1,698,130
<b>(B) Allowances(**)</b>	<b>\$150,000</b>
<b>(A) + (B) = Base Bid</b>	1,848,130

\* Price includes the indirect cost and markup.

\*\* Allowances are identified in Special Provisions SP-06-Allowances. Allowances as set forth in the Contract Documents are to be used as compensation for items as set forth in the Special Provisions. The Allowance amounts are to be included in the total project base bid.

The CITY reserves the right to reject all Bids.

  
Bidder's Initials

Contractor's Lawful Name NEWMAN MIDLAND CORP


Total written amount for Base Bid (using words):

\$ one million eight hundred forty eight thousand one hundred thirty dollars

Total amount for Base Bid (using numeric format):

\$ 1,848,130.00

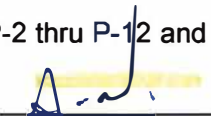
**NOTE: A mandatory pre-bid walkthrough of the existing site is required. Bids will not be accepted from any contractor who does not attend the mandatory pre-bid walkthrough.**

  
Bidder's Initials

## PROPOSAL BID SCHEDULE (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (\*) A Schedule of Values shall be submitted for review and approval before 4:00 PM on the 4th business days following the contract award. Business days exclude Saturday, Sunday, and City Holidays. Prices shall include indirect costs and markup. Upon request, the Contractor shall provide additional break down of the schedule of values.
4. (\*\*) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
5. (FA) designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
6. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.  
  
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.  
  
In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.
7. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P-2 thru P-12 and uploaded onto PlanetBids.

  
Bidder's Initials

# PROPOSAL SCHEDULE (CONTINUED)

(Please Type or Print)

Total Amount for Bid (in written words) one million eight hundred forty eight thousand one hundred thirty dollars(\$ 1,848,130.00 )Contractor's Lawful Name: NEWMAN MIDLAND CORP <sup>in figures</sup>Bidder's Name: ADAM NASRY Bidder's Initials: \_\_\_\_\_Contractor's License No. 757755 Expiration: 01/31/2023Contractor's Taxpayer I.D. Number: 33-0839761Contractor's DIR Registration Number: 1000004166Signature:  Date: 06/13/2022Contractor's Address: 1355 REDONDO AVE., #12, LONG BEACH, CA 90804Telephone Number: ( 562 ) 494-1773 Mobile No.: ( 562 ) 254-1901Fax Number: ( 562 ) 494-1775 E-mail: ESTIMATING@NEWMANMIDLAND.COM

## 24-Hour Emergency Contacts:

ADAM NASRY  
NameTelephone Number: ( 562 ) 494-1773Mobile No.: ( 562 ) 254-1901BILAL HADDAD  
NameTelephone No.: ( 562 ) 494-1773Mobile No.: ( 909 ) 660-9851TEAGAN HEIDENRICH  
NameTelephone No.: ( 562 ) 494-1773Mobile No.: ( 714 ) 401-5189
  
 Bidder's Initials



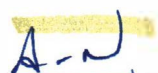
**PROPOSAL SCHEDULE****(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or **"Bidder's Bond"** (circle one) in the amount of one hundred eighty four thousand eight hundred thirteen dollars (\$ 184,813) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

  
Bidder's Initials



Respectfully Submitted,

NEWMAN MIDLAND CORP  
 Contractor's Business Name  
 1355 REDONDO AVE., #12  
 Business Address: Street  
 LONG BEACH CA 90804  
 City State Zip  
 (562) 494-1773  
 Business Phone Number  
 ADAM NASRY PRESIDENT & SECRETARY  
 Name Title  
 LONG BEACH CA 90804  
 City State Zip

NEWMAN MIDLAND CORP GENERAL CONTRACTOR  
 Contractor Title  
 ADAM NASRY, PRESIDENT & SECRETARY  
 Signed By Title  
 757755 AND B 01/31/2023  
 Contractor's License No. and Classification Exp. Date  
 06/13/2022  
 Date  
 957 BLUE HERON, SEAL BEACH, CA 90740  
 Residence: Street  
 (562) 254-1901  
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 33-0839761

Name ADAM NASRY, PRESIDENT  
 Name ADAM NASRY, SECRETARY  
 Name ADAM NASRY, TREASURER

Can Sign

☐  
☐  
☒

Must Sign

☒  
☒  
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A

Address N/A

Name N/A

Address N/A

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

ADAM NASRY, PRESIDENT

N/A

ADAM NASRY, SECRETARY

N/A

ADAM NASRY, TREASURER

N/A

ADAM NASRY, MANAGER

N/A

  
 Bidder's Initials

**Bidder shall signify receipt of all Addenda here, if any:**

## CONSTRUCTION PROJECT REFERENCES

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
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AD  
Bidder's Initials

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

<b>Bid Item (s) Number</b>	<b>% Portion of Work</b>	<b>Name, Address and E-mail of Subcontractor</b>	<b>State License Number</b>	<b>Class</b>	<b>DIR Registration Number</b>
<b>Electrical</b>		PMK Professional Inc 17925 Skypark Cir Suite C, Irvine, CA 92614 koushyar@pmkpro.com	959668	C7, C10, B	1000004512
Elevator		PS37-3LLLC DBA Arrow Lift of California 101 Sunnyside Ave., Suite 101, Clovis, CA 93619 brent.louvieve@arrowlift.com	995486	C11	1000027813
Millwork		Retail Display Manufacturing Inc DBA RDM Millwork and Cabinets 760 E Lamber Red. Ste F, La Habra, CA 90631 pauline@rdmmillwork.com"	1018811	C61/D34, C6	1000051455
Concrete		Gallardo Contractors, Inc. 204 East Flora St, Santa Ana, CA 92707 edgallardo@earthlink.net	926928	B	1000026072
Roofing		Tecta America Southern California Inc 1217 E. Wakeham Ave, Santa Ana, CA 92705 jwaskelis@tectaamerica.com	811111	B, C39, C43	1000000837
Structural Steel		Troys Ornamental Iron Craft Inc. DBA Rod Construction 8150 Electric Ave., Stanton, CA 90680 Elika@troysiron.com	945177	B, C23, C13	1000412581
Plumbing		United Riggers & Erectors Inc. 4188 Valley Blvd., Walnut, CA 91789 tpimentel@urenet.com	245451	B, C61/D21, C51, A, C8, C36	1000004020
Fire Sprinklers		Cosco Fire Protection Inc. 29222 Rancho Viejo Rd., STE 205, San Juan Capistrano, CA 92675 choward@coscofire.com	577621	C10, C16	1000002305
Painting		Inland Pacific Coatings Inc. 3556 Lytle Creek Rd, Lytle Creek, CA 92358 clherrera.ipc@gmail.com	585185	C33	1000043948
Camera		Enterprise Security Inc 22860 Savi Ranch Parkway, Yorba Linda, CA 92887 jason.howlds@entersecuritis.com	821590	C7, C10, C28	1000014496

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

  
Bidder's Initials

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

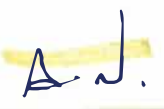
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

<b><i>Bid Item (s) Number</i></b>	<b><i>% Portion of Work</i></b>	<b><i>Name, Address and E-mail of Subcontractor</i></b>	<b><i>State License Number</i></b>	<b><i>Class</i></b>	<b><i>DIR Registration Number</i></b>
HVAC		South Coast Mechanical LLC 800 E. Orangethorpe Ave, Anaheim, CA 92801 msantangelo@scfacilityservices.com	857144	B, C4, C10, C20, C36	1000000842

By submission of this proposal, the Bidder certifies:

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Bidder's Initials



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<b><i>Bid Item (s) Number</i></b>	<b><i>% Portion of Work</i></b>	<b><i>Name, Address and E-mail of Subcontractor</i></b>	<b><i>State License Number</i></b>	<b><i>Class</i></b>	<b><i>DIR Registration Number</i></b>

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2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

  
Bidder's Initials

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Newman Midland Corp as principals, and United Fire & Casualty Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Bid Amount (\$10.0% of Bid Amount) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.


THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Newman Midland Corp, if accepted by the City of Costa Mesa, and if the above bounden, Newman Midland Corp, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Newman Midland Corp, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

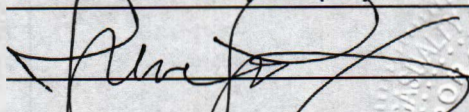
We hereunto set our hands and seals this 3rd day of June, 2022.

Newman Midland Corp

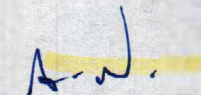
  
ADAM NASRY, PRESIDENT & SECRETARY

Contractor/ Principal  
(Notary Acknowledgement to be attached)

United Fire & Casualty Company

  
Irene Luong, Attorney-in-Fact

Surety/Power of Attorney  
(Notary Acknowledgment to be attached)

  
Bidder's Initials



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On JUN 03 2022 before me, Christine Hoang, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public Christine Hoang



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



**ATTACHMENT 4**  
 UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**  
**118 Second Ave SE**  
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

**JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE HOANG, DANIELLE HANSON, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of June, 2022.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



No. 2416-6

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**United Fire & Casualty Company**

*of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary,  
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

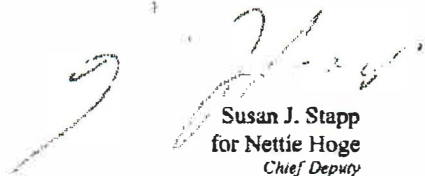
THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 16<sup>th</sup> day of July, 2014,*  
*I have hereunto set my hand and caused my official seal to be affixed*  
*this 16<sup>th</sup> day of July, 2014.*



By

Dave Jones  
Insurance Commissioner

  
Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

On JUNE 10, 2022 before me, TEAGAN N. HEIDENRICH, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared ADAM NASRY  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**CONTRACT ASSURANCE**

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

  
Bidder's Initials



**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NEWMAN MIDLAND CORP

Contractor Firm Name

ADAM NASRY

Name of Principal  
PRESIDENT & SECRETARY

Title

Signature

Subscribed and sworn to before me by:

ADAM NASRY

This 13TH day of JUNE, 2022.

My Commission Expires: 05/20/2025



(Notary Public

TEAGAN N. HEIDENRICH, NOTARY PUBLIC

A. N.  
Bidder's Initials



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 13TH  
day of JUNE, 2022, by A DA MNASRY

,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

  
TEAGAN N. HEIDENRICH, NOTARY PUBLIC

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 06/13/2022

CONTRACTOR

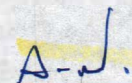


ADAM NASRY, PRESIDENT & SECRETARY

NEWMAN MIDLAND CORP

Company Name

PROJECT: COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE  
CITY PROJECT NO. 22-03



Bidder's Initials



**DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.



---

Bidder's Initials






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

[illegible]

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

and correct

**ADAM NASRY, PRESIDENT & SECRETARY**

Bidder/Applicant/Proposer

06/13/2022

Date \_\_\_\_\_

AN  
Bidder's Initials



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 10, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 1 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to bobby.fouladi@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

<u>PRE-BID JOB WALK DATE :</u>	9:00 A.M., Tuesday, May 24, 2022	NO CHANGE
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE
<u>ADDENDUM 1 PLAN UPDATES:</u>	<b>ARCHITECT'S SUMMARY AND UPDATED ADDENDUM 1 APPENDIX A PLANS DATED 5/10/2022 POSTED TO PLANET BIDS 5/10/2022</b>	

Please acknowledge receipt of the Addendum 1 plan update and summary by Gillis + Panichapan Architects on the Proposal Page "P-4".

Sincerely,

Bobby Fouladi, P.E.  
Senior Engineer

Posted to PlanetBids.com:  
22-03 CMPD Addendum 1 - GPa Summary (3 pages)  
22-03 CMPD Addendum 1 – GPa 5.10.22 Bid Set (49 Sheets)



Recalled



## CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: May 19, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE  
UPGRADE, CITY PROJECT NO. 22-03

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by:

Company:

Newman Midland Corp

Adam Nasry President &amp; Secretary

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<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE

ADDENDUM 2 UPDATES:

1. Add the following to **BID ITEM No. 1** in section **101-2.2** of the Special Provisions:

***As part of the base bid for construction, the Contractor shall include a Hazardous Materials Survey and Report to evaluate existing building materials in areas where demolition, new construction, and renovations are scheduled to take place.***

Revised Page **SP-2** and **SP-3** Released as attachments to this Addendum 2 and to Planetbids.com

2. Approved Substitution Request 01 - Bullet Resistant Door and Vision Glass  
Submitted by: Chicago Bullet Proof  
Released as an attachments to this Addendum 2 and posted to Planetbids.com
3. Q&A responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 2 and posted to Planetbids.com





# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 19, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 2 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

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Received by:  , ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

## MANDATORY

<u>PRE-BID JOB WALK DATE :</u>	9:00 A.M., Tuesday, May 24, 2022	NO CHANGE
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	NO CHANGE
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	NO CHANGE

## ADDENDUM 2 UPDATES:

1. Add the following to **BID ITEM No. 1** in section **101-2.2** of the Special Provisions:

***As part of the base bid for construction, the Contractor shall include a Hazardous Materials Survey and Report to evaluate existing building materials in areas where demolition, new construction, and renovations are scheduled to take place.***

Revised Page **SP-2** and **SP-3** Released as attachments to this Addendum 2 and to Planetbids.com

2. Approved Substitution Request 01 - Bullet Resistant Door and Vision Glass  
Submitted by: Chicago Bullet Proof  
Released as an attachments to this Addendum 2 and posted to Planetbids.com
3. Q&A responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 2 and posted to Planetbids.com



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** May 26, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 3 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: [Signature], ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

<u>PRE-BID JOB WALK DATE:</u>	9:00 A.M., Tuesday, May 24, 2022	<b>COMPLETED</b>
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	<b>COMPLETED</b>
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	<b>NO CHANGE</b>

**ADDENDUM 3 UPDATES:**

1. **ARCHITECT'S ADDEDNUM 3 SUMMARY AND ATTACHMENTS**  
by Gillis + Panichapan Architects
2. **Q&A** responses to bidder questions posted on Planetbids.com.  
Released as an attachments to this Addendum 3 and posted to Planetbids.com



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

**DATE:** June 7, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT: ADDENDUM NO. 4 – COSTA MESA POLICE DEPARTMENT INDOOR RANGE UPGRADE, CITY PROJECT NO. 22-03**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [bobby.fouladi@costamesaca.com](mailto:bobby.fouladi@costamesaca.com). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: [Signature] , ADAM NASRY, PRESIDENT & SECRETARY

Company: NEWMAN MIDLAND CORP

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476> on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**MANDATORY**

<u>PRE-BID JOB WALK DATE :</u>	9:00 A.M., Tuesday, May 24, 2022	<b>COMPLETED</b>
<u>PRE BID JOB WALK LOCATION</u>	99 Fair Drive Costa Mesa, CA 92626	<b>COMPLETED</b>
<u>BID OPENING DATE:</u>	1:00 P.M., Monday, June 13, 2022	<b>NO CHANGE</b>

**ADDENDUM 4 UPDATES:**

- 1. ARCHITECT'S ADDEDNUM 4 – InVeris Substitution Request Review and Determination by Gillis + Panichapan Architects**
- 2. Q&A responses to bidder questions posted on Planetbids.com.**  
Released as an attachments to this Addendum 4 and posted to Planetbids.com



June 8, 2022

Bobby Fouladi, P.E.  
Senior Engineer  
City of Costa Mesa

**Re: 22-03 PD Range Upgrades Project - Request for Construction Administration Proposal**

Bobby,

This proposal would provide enhanced construction support services beyond the basic services originally proposed for the Firing Range Upgrade Project.

The previous standard Bidding/ Construction phase scope included the following items:

- Bid Phase Services: Attend the pre-bid meeting. Prepare addenda in response to requests for information (RFIs) and requests for clarification (RFCs). Prepare a conformed set of contract documents that incorporate all addenda and revisions to the contract documents.
- Architectural Engineering Support During Construction: Provide RFI response, Shop Drawings, Product Data, Samples review to verify conformity with the information by the original contract documents.
- Site Visits During Construction: provide meeting on-site (Up to 4 meetings w architect)
- Project Close-Out: Participate in final walk through of the site. Assist in the development of Project punch list.

**A. PROJECT UNDERSTANDING**

**Enhanced Construction Administration and Support**

- a) Upon the construction contract award by the City, lead the pre-construction conference.
- b) Visit the site frequently enough to become familiar with the progress and quality of the work completed. Up to an additional 10 site visits to verify the work is being performed in accordance with the contract documents and to attend construction meetings.
  - a. Conduct field reviews to observe work by Contractor. Development of Field Reports as needed identifying observed work that is not consistent with the Construction Documents.
  - b. Notify the City of any problems discovered or observed.
- c) Any additional design work done to date, and processing of updated plans through the building department after permit has been issued.
- d) Assist City in reviewing of Contractor invoicing and credits with the City. Review all change orders, verify costs, and make recommendations for payment or appropriate action.
- e) Prepare changes to construction documents to reflect approved changes in scope or nature of the work.
- f) Architect to be present during the initial startup of systems/ equipment (3 additional field visits).
- g) Participate in pre-final and final inspections of the work to determine if work is complete and in accordance with contract documents. Provide discipline specific punch lists for incorporation into the City's punch list; Architectural Punch List and MEP Punch Lists. Provide one follow-up visit after Punchlist to confirm that the noted construction deficiencies have been corrected or provide a summary of the deficiencies.
- h) Prepare a set of reproducible record drawings in PDF showing significant changes in the work based on marked up prints, and drawings from GC. Record drawing set of construction documents that incorporates all updates, addenda and RFI issues.



## ATTACHMENT 5

- i) Process any significant changes with the City's building department should it be required.
- j) Assist City in reviewing coordination between the Contractor and City vendors (including telecommunications, low voltage cabling, security, and furniture as required).
- k) Attend weekly meetings during construction and assist City with formatting meeting minutes.
- l) Review and provide input on Contractor's construction schedule and status.
- m) Review and provide input on Contractor's project order updates for the project.
- n) Assist City in Construction Change Directives during construction.

The scope of these services is based on the 140 working day construction schedule projected for this project.

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### B. COMPENSATION

We propose to furnish these services not to exceed the following fee:

**Grand Total: \$89,000 (Eighty-Nine Thousand Dollars)**

Sincerely,



Jack Panichapan, AIA, LEED AP  
Principal, CEO,  
Gillis + Panichapan Architects, Inc.

**City of Costa Mesa****Police Firing Range Facility Upgrade Project: Enhanced Construction Support**

Revised: 6/8/2022

		ARCHITECT					ARCHITECT
		Principal	Project Dir.	Project Arch	Job Captain	Designer	
<b>City of Costa Mesa</b>							
<b>Police Firing Range Facility Upgrade Project: Enhanced Construction Support</b>							
Revised: 6/8/2022							
<b>E Enhanced Construction Support Services</b>							
a	Upon the construction contract award by the City, lead the pre-construction conference.	2	8				\$1,610
b	Visit the site frequently enough to become familiar with the progress and quality of the work completed. Up to an additional 10 site visits to verify the work is being performed in accordance with the contract documents and to attend construction meetings.	6	80		60		\$19,210
c	Any additional design work done to date, and processing of updated plans through the building department after permit has been issued.	8	40		20		\$9,580
d	Assist City in reviewing of Contractor invoicing and credits with the City. Review all change orders, verify costs, and make recommendations for payment or appropriate action.	8	40		8		\$8,440
e	Prepare changes to construction documents to reflect approved changes in scope or nature of the work.	8	20		20		\$6,480
f	Architect to be present during the initial startup of systems/ equipment (3 additional field visits).	3	12		12		\$3,555
g	Participate in pre-final and final inspections of the work to determine if work is complete and in accordance with contract documents. Provide discipline specific punch lists for incorporation into the City's punch list; Architectural Punch List and MEP Punch Lists. Provide one follow-up visit after Punchlist to confirm that the noted construction deficiencies have been corrected or provide a summary of the deficiencies.	8	20		20		\$6,480
h	Prepare a set of reproducible record drawings in PDF showing significant changes in the work based on marked up prints, and drawings from GC. Record drawing set of construction documents that incorporates all updates, addenda and RFI issues; and process them through the City's building department	2	8		24		\$3,890
i	Assist City in reviewing coordination between the Contractor and City vendors (including telecommunications, low voltage cabling, security, and furniture as required).	3	24		8		\$5,035
j	Attend bi-weekly meetings during construction and assist City with formatting meeting minutes	1	40				\$6,385
k	Review and provide input on Contractor's construction schedule and status.		8				\$1,240
l	Review and provide input on Contractor's project order updates for the project.	8	16		8		\$4,720
m	Assist City in Construction Change Directives during construction.	8	30		16		\$7,650
<b>Enhanced Construction Support Total</b>		<b>65</b>	<b>346</b>	<b>0</b>	<b>196</b>	<b>0</b>	<b>\$84,275</b>

<b>Hours:</b>	65	346	0	196	0	<b>\$84,275</b>
<b>Total Hours</b>	607					<b>SUB-TOTAL</b>
<b>Hourly Rates:</b>	\$185	\$155	\$135	\$95	\$80	

**\$84,275** Architecture

Reimbursibles*	<b>\$4,725</b>
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<b>Architecture and Engineering Total</b>	<b>\$89,000</b>
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**\*Reimbursibles:** Covers costs for specialty printing, delivery fees, and travel. City Business License fees (if required for the entire A&E Team) This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-803

**Meeting Date:** 7/19/2022

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**TITLE:**

**ORANGE COUNTY TRANSPORTATION AUTHORITY TIER 1 GRANT PROGRAM FOR 2022 CONNECTOR PIPE SCREEN INSTALLATION PROJECT**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt proposed Resolution No. 2022-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program, Tier 1 Grant for the 2022 Connector Pipe Screen Installation Project.
2. Authorize the Public Work Director as the City's representative.
3. If approved, authorize the following appropriations as assigned:
  - a. Revenue and Expense appropriations respectively, each in the amount of \$160,000 for the OCTA Environmental Cleanup Program; and
  - b. Revenue and Expense appropriations respectively, each in the amount of \$40,000 from the Drainage Fees Fund as required matching funds by the grant for a total project cost of \$200,000.

**BACKGROUND:**

On March 14, 2022, the Orange County Transportation Authority's (OCTA) Board of Directors authorized staff to issue the Measure M2 Environmental Cleanup Program (ECP), Tier 1 fiscal year 2022-23 call for projects. Approximately \$3 million is available to Orange County cities and the County of Orange. Prior to the OCTA Board's release of funding recommendations, applicants must provide a City Council resolution authorizing staff to apply for funds as related to the ECP Tier 1 call for projects.

**ANALYSIS:**

In response to OCTA's 2022 ECP Tier 1 grant call for projects, staff submitted a grant application for the 2022 Connector Pipe Screen Installation Project on June 16, 2022. The City's application requested grant funding in the amount of \$160,000. The scope of work for the proposed project will include furnishing labor and materials to install approximately 300 connector pipe screens inside various catch basins throughout the City to remove trash and debris from the storm drain system. Connector pipe screens have been installed previously in the City, and are an approved full-capture system for storm water trash removal under the California Trash Amendments.

In order to apply for these grant funds, a City Council resolution approving the filing of an application and naming the Public Works Director as the City's authorized representative are required.

**ALTERNATIVES:**

If the City Council does not approve the proposed resolution, the City will not be eligible to submit an application for grant funds from this OCTA Tier 1 grant cycle.

**FISCAL REVIEW:**

If approved for grant funding by OCTA, a local cash match of 20% (\$40,000) is required for the grant program for a total project cost of \$200,000. Local match funds will be available from the Drainage Fees Fund. Appropriations will be established as follows:

- a. Revenue and Expense appropriations respectively, each in the amount of \$160,000 for the OCTA Environmental Cleanup Program; and
- b. Revenue and Expense appropriations respectively, each in the amount of \$40,000 from the Drainage Fees Fund as required matching funds by the grant for a total project cost of \$200,000.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This project works toward achieving the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Adopt proposed Resolution 2022-xx for the submittal of a grant application to the Orange County Transportation Authority (OCTA) Environmental Cleanup Program, Tier 1 Grant for the 2022 Connector Pipe Screen Installation Project.

2. Authorize the Public Works Director as the City's representative.
3. If approved, authorize the following appropriations as assigned:
  - a. Revenue and Expense appropriations respectively, each in the amount of \$160,000 for the OCTA Environmental Cleanup Program; and
  - b. Revenue and Expense appropriations respectively, each in the amount of \$40,000 from the Drainage Fees Fund as required matching funds by the grant for a total project cost of \$200,000.

**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE TIER 1 GRANT ENVIRONMENTAL CLEANUP PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3, FOR THE 2022 CONNECTOR PIPE SCREEN INSTALLATION PROJECT**

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

WHEREAS, Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan, makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Tier 1 Grant Environmental Cleanup Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other “street-scale” low flow diversion projects; and

WHEREAS, the Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Costa Mesa possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City Council authorizes the nomination of 2022 Connector Pipe Screen Installation Project, including all understandings and assurances contained therein, and authorizes the Public Works Director as the official representative of the City of Costa Mesa to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Costa Mesa will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Costa Mesa will give OCTA’s representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Costa Mesa will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Costa Mesa will comply where applicable with provisions of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the Americans with Disabilities Act (ADA), and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Costa Mesa must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Costa Mesa authorizes a formal amendment to the five-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

WHEREAS, the City of Costa Mesa will provide a minimum of 20% in matching funds for the 2022 Connector Pipe Screen Installation project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. The City of Costa Mesa hereby authorizes the Public Works Director as the official representative of the City of Costa Mesa to accept funds for the Tier 1 Grant Environmental Cleanup Program for the 2022 Connector Pipe Screen Installation Project.

Section 2. The City of Costa Mesa agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

**PASSED AND ADOPTED this 19th day of July, 2022.**

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John Stephens, Mayor



ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19th day of July, 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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

File #: 22-808

Meeting Date: 7/19/2022

### TITLE:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RATIFYING REGULATION NO. 8 ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES REVISING REGULATION NOS. 5 AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS; AND**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING REGULATION NOS. 5 AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS**

**DEPARTMENT: PUBLIC WORKS DEPARTMENT /TRANSPORTATION  
SERVICES DIVISION**

**PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

**CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES  
MANAGER, (714) 754-5343, AND KIMBERLY HALL BARLOW, CITY ATTORNEY**

### **RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt Resolution No. 2022-xx, ratifying Regulation No. 8 issued by the City Manager as Director of Emergency Services revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions during the operation of the Orange County Fair, from July 15, 2022 through August 14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking permit program.
2. Adopt Resolution No. 2022-xx, revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions in residential neighborhoods to allow enforcement of the parking prohibitions related to street sweeping during posted hours.

### **BACKGROUND:**

On January 31, 2020, the Federal Health and Human Services Secretary declared the COVID-19 global outbreak a public health emergency for the United States. The County of Orange declared a local emergency and a local health emergency on February 26, 2020. The State of California proclaimed a State of Emergency on March 4, 2020. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, declaring that state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the

cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure. On March 12, 2020, the City Manager, as the City's Director of Emergency Services, issued Proclamation No. 2020-01, declaring a local emergency to protect public health and slow transmission of COVID-19. By Resolution 2020-09, the City Council ratified the Proclamation on March 13, 2020, which remains in effect.

On March 13, 2020, the President of the United States of America declared a national emergency. Subsequent to the declaration of public health emergencies at every level of government, and the related stay-at-home orders, the City's enforcement of certain parking regulations were suspended on a temporary basis. This was done to accommodate the many residents that were required to work from home and the residents isolating at home as per doctor's orders due to underlying medical conditions.

Due to the threat to the health, safety and welfare of residents of Costa Mesa and Orange County from COVID-19, and the impacts of the Local and Regional Stay at Home Orders, on December 23, 2020, the City Manager issued Regulation No. 5, temporarily suspending the enforcement of certain residential parking restrictions, specifically for street sweeping and residential parking permit requirements. This Regulation was ratified by the City Council by Resolution No. 2021-01 on January 19, 2021.

As efforts to reopen California's economy continue, the Orange County Fair resumed in-person fair activities in 2021 and will be conducting fair activities in person this summer. Because of the tremendous impact of non-residents parking on residential streets surrounding the Orange County Fair Grounds, the City Manager, acting as Director of Emergency Services, determined that temporary parking restrictions in those residential neighborhoods is essential during the operation of the Orange County Fair due to potential effects impacting parking throughout the community. Thus, on July 12, 2022, the Director of Emergency Services issued Regulation No. 8 revising Regulation Nos. 5 and No. 7 regarding temporary suspension of enforcement of certain parking restrictions in residential neighborhoods during the operation of the Orange County Fair. The City's municipal code requires that such regulations be presented to the City Council for action as soon as practicable.

While the enforcement of parking regulations related to street sweeping were temporarily suspended by Regulation No. 5, street sweeping services continued to be provided Citywide throughout the pandemic. However, with the lack of enforcement, vehicles parked at prohibited locations resulted in impacts to street sweeping operations. In order to address the immediate health and safety concerns related to trash buildup, the City Council adopted Resolution No. 2021-34, ratifying Regulation No. 7 issued by the City Manager revising Regulation No. 5 to allow enforcement for street sweeping when the street sweeper is present.

### **ANALYSIS:**

During the Orange County Fair, residential neighborhoods surrounding the Fairgrounds have typically been heavily impacted by non-residents attempting to use city streets in these neighborhoods to park, creating severe traffic and parking impacts to those neighborhoods. The City Manager, as Director of Emergency Services has determined that the City's annual practice of limiting parking in residential neighborhoods surrounding the Fair during operation of the Orange County Fair from July 15, 2022 through August 14, 2022 is essential to the health and safety of the residents there and elsewhere in the City. As a result, the Regulation requires modification to allow residential parking

restrictions to be enforced around the Fairgrounds during Fair operations. As a result, on July 12, 2022, the City Manager issued Regulation No. 8, to allow enforcement of residential parking restrictions during the operation of the Orange County Fair, from July 15, 2022 through August 14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking only permit program.

Staff is recommending that the City Council adopt Resolution No. 2022-xx, ratifying Regulation No. 8. This will allow issuance and enforcement of resident-only parking permits in neighborhoods surrounding the Fairgrounds for the duration of the Fair.

While enforcement resumed in September 2021 when the street sweeper is present, City staff continue to receive resident complaints regarding street sweepers not being able to efficiently clean city streets due to obstructions from parked vehicles. Residents have expressed concern about trash and debris getting into storm drains as a result of ineffective street sweeping operations and expressed the need for improved cleanliness along residential streets.

In addition to street sweeping during the posted hours, the City regularly does maintenance work on the streets and sidewalks during the posted hours, typically when the street sweepers are not present. Staff has determined that enforcing street sweeping violations only while the sweeper is present requires significantly greater staff time than is available, preventing street sweeping from occurring in some areas and can lead to potential National Pollutant Discharge Elimination System (NPDES) permit violations. Enforcing parking restrictions as posted only while street sweepers are present, prevents normal maintenance activities, requiring City crews to do maintenance work during other hours with temporary parking controls, which negatively affects residents' parking and public safety.

Staff is recommending the City Council adopt Resolution No. 2022-xx, revising Regulation Nos. 5 and 7 to allow enforcement of parking regulations related to street sweeping during posted hours. The City will issue notices via social media and other methods to help ensure the community is aware of this change.

### **ALTERNATIVES:**

One alternative would be to not approve the resolutions.

However, the neighborhoods surrounding the Fairgrounds would experience significant parking impacts for the duration of the fair.

In addition, not enforcing posted parking restrictions will continue impacts to street maintenance activities and street sweepers to efficiently clean city streets due to obstructions by parked vehicles resulting in trash collecting in the storm drains, resident complaints, and accumulation of debris and garbage.

### **FISCAL REVIEW:**

Adoption of the Resolutions are in the interest of public health and safety and is expected to be cost neutral as enforcement costs will be offset by fines.

### **LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Adopt Resolution No. 2022-xx, ratifying Regulation No. 8 issued by the City Manager as Director of Emergency Services revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions during the operation of the Orange County Fair, from July 15, 2022 through August 14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking permit program.
2. Adopt Resolution No. 2022-xx, revising Regulation Nos. 5 and 7 regarding temporary suspension of enforcement of certain parking restrictions in residential neighborhoods to allow enforcement of the parking prohibitions related to street sweeping during posted hours.

**CITY OF COSTA MESA REGULATION NO. 8 PURSUANT TO  
PROCLAMATION NO. 2020-01**

**COSTA MESA REGULATION NO. 8 ISSUED PURSUANT TO A PROCLAMATION BY  
THE CITY MANAGER OF THE CITY OF COSTA MESA, CALIFORNIA, ACTING AS  
THE DIRECTOR OF EMERGENCY SERVICES, REVISING REGULATION NOS. 5  
AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN  
PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS**

WHEREAS, Costa Mesa Municipal Code Section 6-6 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550, *et seq.*, including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. On January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, *inter alia*, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, on March 12, pursuant to Proclamation No. 2020-01, the City Manager did proclaim the existence of a local emergency pursuant to Title 6 of the Costa Mesa Municipal Code; and

WHEREAS, on March 13, 2020 the City Council pursuant to Resolution No. 2020-09 did ratify Emergency Proclamation No. 2020-01; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, including the Order of the State Public Health Officer mandating all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>; and

WHEREAS, on November 19, 2020, the California Department of Public Health issued a Limited Stay at Home Order, which was supplemented on December 22, 2020; and

WHEREAS, on December 3, 2020, the California Department of Public Health issued a Regional Stay at Home Order, which was supplemented on December 6, 2020; and

WHEREAS, the requirement that residents stay home as much as possible resulted in individuals leaving their vehicles on the streets of residential neighborhoods where street sweeping is scheduled to occur during the times scheduled for sweeping or in violation of residential permit parking requirements; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, enforcement of street sweeping and residential permit parking restrictions in residential neighborhoods was temporarily suspended to avoid unnecessary travel and moving of vehicles, by adoption of Regulation No. 5 Pursuant to Proclamation No. 2020-01, ratified by the City Council by means of Resolution No. 2021-01 on January 19, 2021;

WHEREAS, on September 7, 2021, the City Council ratified Regulation No. 7 which ended the suspension of street sweeping parking restrictions during times the street sweepers were present, by means of Resolution No. 2021-34;



WHEREAS, while the City is in the midst of taking action to implement recommendations arising from a parking study, the Director of Emergency Services wishes to modify Regulation Nos. 5 and 7 to allow enforcement of residential parking restrictions during the operation of the Orange County Fair, from July 15, 2022 to August 14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking only permit program.

**NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED** by the City Manager of the City of Costa Mesa acting as the Director of Emergency Services as follows, to become effective at 11:59 p.m. on July 14, 2022, subject to ratification as soon as practicable by the Costa Mesa City Council:

**SECTION 1.** The above recitals are true and correct and incorporated herein by this reference. The recitals referenced herein, are adopted as though set forth fully herein as findings in support of this regulation.

**SECTION 2.** Suspension of enforcement of residential parking restrictions involving permit requirements in residential neighborhoods of the City of Costa Mesa will continue except that temporary residential parking permits in the neighborhoods surrounding the Orange County Fairgrounds may be issued and enforced during the operation of the Orange County Fair from July 15, 2022 through August 14, 2022.

**SECTION 3.** This regulation must be confirmed at the earliest practicable time by the City Council.

**SECTION 4.** If any subsection, sentence, clause, phrase, or word of this regulation or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this regulation.

**SECTION 5.** Notwithstanding pending review of this regulation by the City Council for confirmation at the earliest practicable time, this regulation shall take effect at 11:59 p.m. on July 14, 2022.

**SECTION 6.** The portion of this regulation relating to enforcement of temporary residential parking restrictions during operation of the Orange County Fair shall remain in effect until terminated by subsequent order of the Costa Mesa Director of Emergency

Services, terminated by resolution or other action of the City Council, or until August 15, 2022 at 12:01 a.m., whichever occurs earlier. After August 15, 2022, the city-wide temporary enforcement suspension relating to residential parking permits only shall remain in effect until full implementation of the new permit parking system, or until it is terminated by subsequent order of the Costa Mesa Director of Emergency Services, or terminated by resolution or other action of the City Council, whichever occurs earlier.

**PROCLAIMED this 12th day of July, 2022.**

  
 Lori Ann Farrell Harrison, City Manager

  
 Kimberly Hall Barlow, City Attorney

ATTEST:

  
 Brenda Green, City Clerk

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RATIFYING REGULATION NO. 8 ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES REVISING REGULATION NOS. 5 AND 7 REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS**

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

WHEREAS, Costa Mesa Municipal Code Section 6-6 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550, *et seq.*, including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, *inter alia*, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, on March 12, pursuant to Proclamation No. 2020-01, the City Manager did proclaim the existence of a local emergency pursuant to Title 6 of the Costa Mesa Municipal Code; and

WHEREAS, on March 13, 2020 the City Council pursuant to Resolution No. 2020-09 did ratify Emergency Proclamation No. 2020-01; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, including the Order of the State Public Health Officer mandating all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>; and

WHEREAS, on December 23, 2020, the City Manager, acting as the City's Emergency Services Director issued Regulation No. 5 pursuant to Proclamation No. 2020-01 and Resolution No. 2020-09, temporarily suspending enforcement of parking regulations relating to street sweeping and residential parking permits in residential neighborhoods; and

WHEREAS, on January 19, 2021, by Resolution No. 2021-01, the City Council ratified Regulation No. 5; and

WHEREAS, on August 24, 2021, the City Manager, acting as the City's Emergency Services Director issued Regulation No. 7, to allow enforcement of street sweeping regulations Citywide only when the street sweeper is present and engaged in street sweeping operations and ensure that the enforcement is implemented Citywide; and

WHEREAS, on September 7, 2021, by Resolution No. 2021-34, the City Council ratified Regulation No. 7; and

WHEREAS, on July 12, 2022, the City Manager, acting as the City's Emergency Services Director issued Regulation No. 8, to allow enforcement of residential parking restrictions during the operation of the Orange County Fair, from July 15, 2022 to August

14, 2022, in the surrounding residential neighborhoods pursuant to the City's annual temporary resident parking only permit program, and

WHEREAS, in the interest of public health and safety, it is necessary to adopt this resolution ratifying Regulation No. 8 pursuant to the emergency proclamation related to protection of life and property.

**NOW, THEREFORE, IT IS ORDERED** by the City Council of the City of Costa Mesa that the City Manager's Regulation No. 8 issued on July 12, 2022, revising Regulation No. 5 and Regulation No. 7 regarding suspension of enforcement of parking permit requirements in residential neighborhoods of the City of Costa Mesa is hereby ratified so that temporary residential parking permits in the neighborhoods surrounding the Orange County Fairgrounds may be issued and enforced during the operation of the Orange County Fair from July 15, 2022 through August 14, 2022.

**PASSED, APPROVED AND ADOPTED this 19th day of July, 2022:**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

ss

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on 19th day of July, 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 20th day of July, 2022.

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

(SEAL)

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING REGULATION NOS. 5 AND 7 ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES AND RATIFIED BY THE CITY COUNCIL REGARDING TEMPORARY SUSPENSION OF ENFORCEMENT OF CERTAIN PARKING RESTRICTIONS IN RESIDENTIAL NEIGHBORHOODS**

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

WHEREAS, Costa Mesa Municipal Code Section 6-6 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550, *et seq.*, including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 12, 2020, pursuant to Proclamation No. 2020-01, the City Manager did proclaim the existence of a local emergency pursuant to Title 6 of the Costa Mesa Municipal Code; and

WHEREAS, on March 13, 2020 the City Council pursuant to Resolution No. 2020-09 did ratify Proclamation No. 2020-01; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency; and

WHEREAS, throughout the COVID-19 pandemic various emergency regulations relating to parking restrictions in the City have been issued by the Emergency Services Director and ratified by the City Council;

WHEREAS, on December 23, 2020, the City Manager, acting as the City's Emergency Services Director issued Regulation No. 5 pursuant to Proclamation No. 2020-01 and Resolution No. 2020-09, temporarily suspending enforcement of parking regulations relating to street sweeping and residential parking permits in residential neighborhoods; and



## ATTACHMENT 3

WHEREAS, on January 19, 2021, by Resolution No. 2021-01, the City Council ratified Regulation No. 5; and

WHEREAS, the lack of street sweeping enforcement and obstructions caused by vehicles parked on City streets impacted street sweeping operations, resulting in a significant buildup of trash on City streets; and

WHEREAS, on August 24, 2021, the City Manager, acting as the City's Emergency Services Director issued Regulation No. 7, to allow enforcement of street sweeping regulations Citywide only when the street sweeper is present and engaged in street sweeping operations and ensure that the enforcement is implemented Citywide; and

WHEREAS, on September 7, 2021, the City Council approved Resolution No. 2021-resolution ratifying Regulation No. 7; and

WHEREAS, in addition to street sweeping during the posted hours, the City regularly does maintenance work on the streets and sidewalks during the posted hours, typically when the street sweepers are not present; and

WHEREAS, staff has determined that enforcing street sweeping violations only while the sweeper is present is impractical and requires significantly greater employee time than is available, preventing street sweeping from occurring in some areas and leading to potential NPDES permit violations; and

WHEREAS, enforcing the parking restrictions only while street sweepers are present prevents normal maintenance activities, requiring City crews to do maintenance work during other hours, which negatively affects residents' parking and public safety.

**NOW, THEREFORE, IT IS ORDERED** by the City Council of the City of Costa Mesa that Section 2 of the Director of Emergency Services' Regulation No. 5, issued on December 23, 2020 and Section 2 of Regulation No. 7 issued on August 24, 2021, are revised to reflect that parking regulations related to street sweeping may be enforced during all posted hours on any City street. Suspension of enforcement of parking restrictions related to permit requirements in residential neighborhoods of the City of Costa Mesa will continue except as otherwise ordered by the City Council.

**PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of July, 2022:**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-\_\_ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on \_\_\_\_ day of \_\_\_\_\_, 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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-767

**Meeting Date:** 7/19/2022

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**TITLE:**

**APPROVAL OF RESOLUTION ADDING THE FINANCE MANAGER CLASSIFICATION AND SALARY RANGE**

**DEPARTMENT:** FINANCE DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

Approve a reclassification of the existing full-time equivalent Senior Management Analyst position (Confidential) to one full-time equivalent Finance Manager, in the Costa Mesa Confidential Management Unit (Confidential Management), and corresponding proposed Resolution No. 22-39 (Attachment 1), amending Resolution No. 22-xx by establishing a new classification in the Confidential Management Unit and establishing the pay range.

**BACKGROUND:**

The Finance Department is seeking to amend the City's Classification Plan to incorporate a Finance Manager (Confidential Management) classification. The Department currently has one Senior Management Analyst (Confidential) position vacant, and requests to reclassify that vacant position to a Finance Manager (Confidential Management) position.

Over the past five years, the Finance Department has struggled with filling the Senior Management Analyst position due primarily to the following challenges: 1) the second tier pension rate calculation for Classic employees; and, 2) finding the specialized financial acumen to ensure fiscal controls and sustainability. These challenges have highlighted the need to ensure certain divisions within Finance are adequately staffed, and incorporate the specific financial expertise required to ensure internal controls and financial oversight. The Finance Manager classification does not exist in the City's class plan and provides the much-needed flexibility to ensure the level and scope financial expertise required in the Department. Presently, the Finance Department has two main divisions: Finance Administration and Financial Operations. One Division is headed by a Manager and the other by the Assistant Finance Director who reports directly to the department head. The additional Finance Manager position will provide oversight, increased internal control, and a high level of financial acumen, specifically in Accounting, that is currently taxing a select few within the department.

Over the last few years, the Department's vacancies have caused significant challenges, but this has also allowed for an opportunity to reevaluate the needs of the Department. This evaluation of resources has been ongoing, with two concentrations: first, to improve Department operational efficiencies and management of day-to-day activities; and second, to allocate additional analytical and managerial level resources to accomplish City Council's Strategic Plan Goals & Objectives and allow for additional forecasting, project administration, and oversight on procedural, policy and technological improvements.

Recently, the Department identified several challenges related to the overall departmental structure missing key managerial and analytical support. These missing roles have exacerbated an already strained department and mandated the use of contract staff and imposed overtime for department staff, which does not foster long-term productivity. In addition, this overtime is barely sufficient to cover day-to-day tasks, particularly due to the existing technology limitations. Moreover, ever-evolving governmental accounting and regulatory requirements place additional burdens on Finance staff. Providing the Finance Department with a flexible managerial title will ensure adequate financial expertise and management oversight is attained. This additional layer will also further the department's succession-planning efforts in the management tier of the Department.

#### **ANALYSIS:**

In accordance with the Department's staffing evaluation, the Finance Department is proposing one reclassification from a Senior Management Analyst (Confidential) to a Finance Manager (Confidential Management) full time equivalent position, and creating the new classification accordingly.

This proposed change requires the adoption of the Finance Manager (Confidential Management) Classification in the Finance Department, with no net increase to the City's table of organization.

#### **ALTERNATIVES:**

The City Council could choose not to approve the proposed staffing changes; however, this alternative is not recommended since staff's evaluation of the existing Finance Department structure determined that this classification is necessary to improve efficiency and the Department's ability to provide services to staff, the City Council, and community.

#### **FISCAL REVIEW:**

The estimated cost increase for FY 2022-23 is \$59,000. There is sufficient funding in the FY 2022-23 Finance Department's budget for the proposed staffing changes from the operational savings that will be attained as a result of reduced use of outside consulting services.

#### **LEGAL REVIEW:**

The City Attorney's Office has reviewed and approved this agenda report and the proposed resolution.

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

The proposed allocation of resources better positions the Department to accomplish the following *City Council Goals & Priorities: Achieve Long-Term Fiscal Sustainability, and Recruit and Retain High Quality Staff.*

**CONCLUSION:**

Staff recommends the City Council:

Approve a reclassification of the existing full-time equivalent Senior Management Analyst position (Confidential) to one full-time equivalent Finance Manager, (Confidential Management), and corresponding proposed Resolution No. 22-XX (Attachment 1) revising the pay ranges for classifications in the Confidential Management Unit.

## RESOLUTION NO. 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES FOR CLASSIFICATIONS IN THE CONFIDENTIAL MANAGEMENT UNIT

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

WHEREAS, on June 7, 2022, the City Council adopted Resolution No. 22-39, revising the pay ranges for job classifications in the Confidential Management Unit, effective June 19, 2022; and

WHEREAS, the City Council desires to amend Resolution No. 22-39, to establish the new job classification of Finance Manager and to establish the pay ranges for the new classification.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The Costa Mesa City Council hereby amends Resolution No. 22-39 to establish the new job classification of Finance Manager and to establish the pay ranges for the new job classification as set forth herein.

SECTION 2. Section 2 of Resolution No. 22-39 is hereby amended to add the Finance Manager job classification at the salary range and monthly rates of pay specified below, effective July 3, 2022.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0171	Finance Manager	727	\$10,256	\$10,769	\$11,307	\$11,872	\$12,466	\$13,089	\$13,743	Monthly
			\$123,072	\$129,228	\$135,684	\$142,464	\$149,592	\$157,068	\$164,916	Annual
			\$59.17	\$62.13	\$65.23	\$68.49	\$71.92	\$75.51	\$79.29	Hourly

SECTION 3. Except as modified by this Resolution, Resolution No. 22-39 shall remain in full force and effect.

**PASSED AND ADOPTED this 21<sup>st</sup> day of June, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21<sup>st</sup> day of June, 2022, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 22<sup>nd</sup> day of June, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-800

**Meeting Date:** 7/19/2022

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**TITLE:**

**SECOND READING AND ADOPTION OF AN ORDINANCE TO APPROVE CODE AMENDMENT CO-2022-XX, AMENDING PORTIONS OF TITLE 10 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO PARKING BY PERMIT ONLY AND TO AUTHORIZE RELATED FEES**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ TRANSPORTATION  
**SERVICES DIVISION**

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Give second reading to and adopt Ordinance No. 2022-04, to approve Code Amendment CO-2022-xx, amending portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees.
2. Approve revisions to Residential Permit Parking Program Guidelines and Policies.
3. Approve proposed Resolution No. 2022-xx to establish annual residential permit parking fees.

**BACKGROUND:**

The Residential Permit Parking (RPP) program guidelines and policies were approved by the City Council on May 3, 2022 at its regular meeting. The guiding principles employed in the development of the City's revised RPP program include:

- **Equitable access:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- **Sustainable solutions:** Implement financially sustainable strategies that modernize and streamline parking program management.
- **Efficient program management:** Create an efficient and adaptable parking system that is optimized for the City's current needs, but can be incrementally updated and adjusted over time.

Key features of the new program include the following:

- RPP will be limited to areas experiencing external parking impacts from commercial areas, neighboring cities, Fairgrounds and recreational areas;
- There is no change in petition and staff review processes for RPP;
- All housing types within impacted areas are eligible for permits;
- One permit per eligible driver based on verification of residence and vehicle registration; and
- There will be an annual permit parking fee with an escalating rate structure.

At the May 3, 2022 regular meeting, City Council authorized staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through a Public Hearing process. In addition, the City Council approved in concept the implementation of an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents.

The proposed Ordinance to amend portions of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only and to authorize related fees was introduced by first reading to the City Council on June 21, 2022 at its regular meeting.

#### **ANALYSIS:**

The Proposed amendments to Title 10 of the Costa Mesa Municipal Code (CMMC) were developed to incorporate proposed changes to the Residential Permit Parking program. Based upon the motion made when the item was introduced at the City Council meeting on June 21, 2022, the proposed amendment has been revised to incorporate those changes for adoption.

The specific changes made during the June 21, 2022 City Council meeting, and incorporated into the Residential Permit Parking program guidelines and policies have been revised for review and consideration by the City Council. The guidelines and ordinance changes include the following:

- Define “Eligible Driver” and vehicle registration to address of dwelling.
- Add flexibility for special cases such as recent move-ins and borrowed vehicles.
- Work vehicles registered to a business address not matching the dwelling address do not qualify for a permit.
- Recommend a maximum number of permits per dwelling.
- Provide equitable access and permit fees.

The proposed changes to the CMMC pertain to Parking by Permit Only and to require the payment of related fees to be adopted by the City Council. A resolution with the proposed annual fees for the residential permit parking program has been prepared for consideration of establishing and adopting residential permit parking fees. The Citywide Residential Parking Permit Study recommending these fees was presented to the City Council at its regular meeting on May 3, 2022. Currently, the City of Costa Mesa does not recover any of the costs associated with parking permits. In order for the

program to become financially sustainable and for the City to make investments in modernizing the program, an annual fee for residential parking permits is recommended. An escalating permit rate structure is recommended starting at \$25 annually for the first permit. For households with multiple drivers, additional permits are recommended at a higher premium rate. A discounted rate option is recommended to qualifying low-income residents. The rate structure is similar to the rates in neighboring Southern California cities.



Staff recommends that residential parking permit fees be reviewed biannually to determine whether the City's costs are being recovered and whether the cost structure is effective at discouraging excessive permits. In addition, the cost of providing ongoing enforcement to provide enough consistency and coverage to encourage compliance is recommended to be reviewed annually. These permit fees are aimed to make the RPP program cost-neutral, covering only the administrative costs necessary for the City to efficiently manage and enforce the program.

### **ALTERNATIVES:**

One alternative would be to not approve the ordinance. However, this would result in the Council-approved residential permit parking program guidelines to be out of compliance with the CMMC.

Another alternative would be to not approve the proposed resolution to establish residential permit parking fees. However, this would result the program to not be financially sustainable and require additional City funds allocated to administer the program annually.

### **FISCAL REVIEW:**

If the fee resolution is approved, the annual operating costs of administering the program are anticipated to be cost-neutral. Future operating costs will be funded by fees collected through the new RPP program.

### **LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goals:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Give second reading to and adopt Ordinance No. 2022-04 to approve Code Amendment CO-2022-xx, amending Article 3 of Title 10 of the Costa Mesa Municipal Code (CMMC) pertaining to parking by permit only.
2. Approve revisions to the Residential Permit Parking Program Guidelines and Policies.
3. Approve proposed Resolution No. 2022-xx to establish annual residential permit parking fees.

(REDLINE VERSION)

**ORDINANCE NO. 2022-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING ARTICLE 3 (PARKING BY PERMIT ONLY) OF CHAPTER XI (STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS) OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE RELATING TO RESIDENTIAL PERMIT PARKING**

WHEREAS, the City Council of the City of Costa Mesa adopted a Residential Permit Parking Program (RPP) in January 2016; and

WHEREAS, the RPP helps to relieve parking congestion on public streets adjacent to impacted residential areas by vehicles unrelated to the neighborhood; and

WHEREAS, parking demands from single-family residential, multi-family residential, and commercial parking shortages in recent years have caused significant parking impacts on other adjacent residential neighborhoods; and

WHEREAS, the City has received significant feedback from residents and business owners related to the limited parking on public streets; and

WHEREAS, the City considered the following criteria and interests while drafting amendments to the RPP, including that there is a growing number of vehicles per household, older neighborhoods were originally designed for a lower parking demand, there is insufficient parking within multi-family communities, and many garages are used for storage; and

WHEREAS, when a single-family street becomes a newly designated residential permit parking street, vehicles are displaced and moved to other streets, and streets that are designated with residential permit parking oftentimes are less utilized since residents not living on that street are displaced and must find parking elsewhere, resulting in an unintended impact on surrounding streets; and

WHEREAS, the City caused to be conducted a Citywide Parking Study in January 2020, which engaged stakeholders, sought to understand parking challenges, evaluated the current RPP, and developed recommendations for the City's parking operations; and

WHEREAS, during the Citywide Parking Study, over 40 community members attended a community outreach meeting where they expressed support for implementing a residential parking permit fee and keeping an RPP; and

WHEREAS, the findings of the Citywide Parking Study led to the amended RPP's principles which are equitable access, sustainable solutions, and efficient program management; and

WHEREAS, the City's amended RPP is aligned with the Attorney General's opinion which recommends that cities do not distinguish among residents based on the type of dwellings in which they live when issuing residential parking permits; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 2022-XX on June 21, 2022, at which time it considered all evidence presented, both written and oral; 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.** Article 3 (Parking by Permit Only) of Chapter XI (Stopping, Standing or Parking Restricted or Prohibited on Certain Streets) of Title 10 (Motor Vehicles and Traffic) of the Costa Mesa Municipal Code is hereby amended to read as follows:

### **ARTICLE 3. PARKING BY PERMIT ONLY**

#### **10-221. Parking of unpermitted vehicles prohibited.**

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the city as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles and/or city-owned vehicles when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone.

#### **10-221.1. Issuance of permits to residents.**

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents of those areas where parking has been limited or prohibited pursuant to this article as a residential permit parking zone.

#### **10-221.2. Types of permits.**

##### **(a) *Residential parking permits.***

- (1) Except as otherwise provided for in this article, a resident of a dwelling unit within an area that has been designated as a residential permit parking zone may be issued one (1) parking permit per eligible driver by filing an application therefore with the public services department pursuant to the provisions of this article.
- (2) A motor vehicle that has been issued a parking permit for a residential parking zone shall be permitted to stand and/or park in that zone without being limited by the parking restrictions established pursuant to this article.

- (3) The maximum number of residential parking permits that shall be authorized to any one dwelling unit shall be four (4). ~~may be set forth in the policy.~~

(b) *Guest parking permits.*

- (1) Each resident parking permit holder may apply for temporary guest parking permits for use by his or her guests in the parking zone where the permit holder resides by submitting an application therefore to the public services department.
- (2) A parking permit holder may receive up to a maximum of one hundred (100) guest parking permits per year per dwelling unit, which must~~may~~ be displayed by guests of such permit holder.

(c) *Residential Permit Parking Policy.* The city council, the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, including but not limited to the establishment of residential permit parking zones and the criteria for the issuance, denial, revocation, duration and/or number of permits.

### 10-221.2.5. Definitions

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

*Director* – the director of the public services department or his or her designee.

*Eligible driver* – means a licensed driver identified as the registered owner of a currently registered vehicle who resides in a dwelling unit within an area that has been designated as a residential permit parking zone.

*Permit* – means a residential parking permit issued by the director pursuant to the provisions of this article.

*Residential permit parking policy or policy* – means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221(c).

*Residential permit parking zone or zone* – a contiguous area within the city comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

### 10-221.3. Application for permit and action thereon.

(a) To be issued a residential parking permit, ~~the applicant~~ each eligible driver shall provide the following to the public services department:

- (1) The applicant's full, true name and home address, and proof of residence;
- (2) The applicant's driver license;
- (3) A valid and current vehicle registration and license plate number of the vehicle for which a permit is sought;
- (4) The applicable fee; and
- (5) Such other information set forth in the policy.



(b) Staff shall issue a temporary permit to an eligible driver for a rented or borrowed registered vehicle where the eligible driver residing in a residential permit parking zone, demonstrates their own vehicle is unavailable for that driver's use for a temporary period. Such permits will expire upon the return to use of the originally permitted vehicle or its replacement.

(c) Permits will not be issued for commercial vehicles that are registered to business addresses.

(d) The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code.

(ee) Each type of permit applied for and or renewed pursuant to this article shall be subject to a fee or fees as established by the city council.

#### **10-221.4. Duration of permits.**

(a) Residential parking permits shall be valid for one (1) year, unless earlier revoked or terminated, provided however that a permit shall automatically terminate when the permit holder ceases to reside in the designated residential permit parking zone.

(b) No residential parking permit issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.

(c) Nothing in this article, nor any permit issued pursuant thereto, shall authorize a violation of section 10-185.

(d) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking zone or that permits are being used in a manner inconsistent with and/or in violation the purposes of this article.

#### **10-221.5. Violations.**

(a) Parking a vehicle in violation of this article shall be an infraction.

(b) It shall be a violation of this article and an infraction for any person to falsely represent himself or herself as eligible for a residential parking permit or to furnish false information in an application therefor.

(c) It shall be a violation of this article and an infraction for any person issued a residential parking permit pursuant to this article to allow the use of such permit for a motor vehicle other than that for which the permit was issued. Any person who so uses a residential parking permit on a motor vehicle other than that for which it was issued is likewise guilty of a violation of this article, and an infraction.

(d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.

(e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article.

(f). In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e).

**10-222. Parking on city property—Designation of “permit parking only” areas.**

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.”

**10-223. Same—Prohibited parking.**

When authorized signs have been posted and are in place giving notice of restrictions as provided in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle within an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle that has been issued a valid permit or exempted pursuant to section 10-221.

**10-224. Same—Enforcement.**

Any regularly employed and salaried police officer or police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221.5 through 10-224 by issuing infraction citations.

**Section 2. Existing Residential Parking Permits.** The city council may by resolution and upon written notice terminate any residential parking permits and/or residential permit parking zones existing at the time of adoption of this Ordinance and/or may require existing residential permit parking holders to apply for permits in compliance with the provisions of this Ordinance.

**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. Effective Date.** This Ordinance shall become effective thirty (30) days from its adoption.

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

**PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Green, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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. 2022-04 was duly introduced and given first reading at a regular meeting of the City Council held on June 21, 2022 and adopted at a regular meeting of the City Council held on the 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 2022.

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

(SEAL)

(CLEAN VERSION)

ORDINANCE NO. 2022-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA  
AMENDING ARTICLE 3 (PARKING BY PERMIT ONLY) OF CHAPTER XI (STOPPING,  
STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS)  
OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL  
CODE RELATING TO RESIDENTIAL PERMIT PARKING**

WHEREAS, the City Council of the City of Costa Mesa adopted a Residential Permit Parking Program (RPP) in January 2016; and

WHEREAS, the RPP helps to relieve parking congestion on public streets adjacent to impacted residential areas by vehicles unrelated to the neighborhood; and

WHEREAS, parking demands from single-family residential, multi-family residential, and commercial parking shortages in recent years have caused significant parking impacts on other adjacent residential neighborhoods; and

WHEREAS, the City has received significant feedback from residents and business owners related to the limited parking on public streets; and

WHEREAS, the City considered the following criteria and interests while drafting amendments to the RPP, including that there is a growing number of vehicles per household, older neighborhoods were originally designed for a lower parking demand, there is insufficient parking within multi-family communities, and many garages are used for storage; and

WHEREAS, when a single-family street becomes a newly designated residential permit parking street, vehicles are displaced and moved to other streets, and streets that are designated with residential permit parking oftentimes are less utilized since residents not living on that street are displaced and must find parking elsewhere, resulting in an unintended impact on surrounding streets; and

WHEREAS, the City caused to be conducted a Citywide Parking Study in January 2020, which engaged stakeholders, sought to understand parking challenges, evaluated the current RPP, and developed recommendations for the City's parking operations; and

WHEREAS, during the Citywide Parking Study, over 40 community members attended a community outreach meeting where they expressed support for implementing a residential parking permit fee and keeping an RPP; and

WHEREAS, the findings of the Citywide Parking Study led to the amended RPP's principles which are equitable access, sustainable solutions, and efficient program management; and

WHEREAS, the City's amended RPP is aligned with the Attorney General's opinion which recommends that cities do not distinguish among residents based on the type of dwellings in which they live when issuing residential parking permits; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 2022-XX on June 21, 2022, at which time it considered all evidence presented, both written and oral; 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.** Article 3 (Parking by Permit Only) of Chapter XI (Stopping, Standing or Parking Restricted or Prohibited on Certain Streets) of Title 10 (Motor Vehicles and Traffic) of the Costa Mesa Municipal Code is hereby amended to read as follows:

### **ARTICLE 3. PARKING BY PERMIT ONLY**

#### **10-221. Parking of unpermitted vehicles prohibited.**

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the city as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles and/or city-owned vehicles when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone.

#### **10-221.1. Issuance of permits to residents.**

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents of those areas where parking has been limited or prohibited pursuant to this article as a residential permit parking zone.

#### **10-221.2. Types of permits.**

##### **(a) *Residential parking permits.***

- (1) Except as otherwise provided for in this article, a resident of a dwelling unit within an area that has been designated as a residential permit parking zone may be issued one (1) parking permit per eligible driver by filing an application therefore with the public services department pursuant to the provisions of this article.
- (2) A motor vehicle that has been issued a parking permit for a residential parking zone shall be permitted to stand and/or park in that zone without being limited by the parking restrictions established pursuant to this article.

- (3) The maximum number of residential parking permits that shall be authorized to any one dwelling unit shall be four (4).

(b) *Guest parking permits.*

- (1) Each resident parking permit holder may apply for temporary guest parking permits for use by his or her guests in the parking zone where the permit holder resides by submitting an application therefore to the public services department.
- (2) A parking permit holder may receive up to a maximum of one hundred (100) guest parking permits per year per dwelling unit, which must be displayed by guests of such permit holder.

(c) *Residential Permit Parking Policy.* The city council, the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, including but not limited to the establishment of residential permit parking zones and the criteria for the issuance, denial, revocation, duration and/or number of permits.

**10-221.2.5. Definitions**

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

*Director* – the director of the public services department or his or her designee.

*Eligible driver* – means a licensed driver identified as the registered owner of a currently registered vehicle who resides in a dwelling unit within an area that has been designated as a residential permit parking zone.

*Permit* – means a residential parking permit issued by the director pursuant to the provisions of this article.

*Residential permit parking policy or policy* – means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221(c).

*Residential permit parking zone or zone* – a contiguous area within the city comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

**10-221.3. Application for permit and action thereon.**

(a) To be issued a residential parking permit, each eligible driver shall provide the following to the public services department:

- (1) The applicant's full, true name and home address, and proof of residence;
- (2) The applicant's driver license;
- (3) A valid and current vehicle registration and license plate number of the vehicle for which a permit is sought;
- (4) The applicable fee; and
- (5) Such other information set forth in the policy.



(b) Staff shall issue a temporary permit to an eligible driver for a rented or borrowed registered vehicle where the eligible driver residing in a residential permit parking zone, demonstrates their own vehicle is unavailable for that driver's use for a temporary period. Such permits will expire upon the return to use of the originally permitted vehicle or its replacement.

(c) Permits will not be issued for commercial vehicles that are registered to business addresses.

(d) The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code.

(e) Each type of permit applied for and or renewed pursuant to this article shall be subject to a fee or fees as established by the city council.

**10-221.4. Duration of permits.**

(a) Residential parking permits shall be valid for one (1) year, unless earlier revoked or terminated, provided however that a permit shall automatically terminate when the permit holder ceases to reside in the designated residential permit parking zone.

(b) No residential parking permit issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.

(c) Nothing in this article, nor any permit issued pursuant thereto, shall authorize a violation of section 10-185.

(d) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking zone or that permits are being used in a manner inconsistent with and/or in violation the purposes of this article.

**10-221.5. Violations.**

(a) Parking a vehicle in violation of this article shall be an infraction.

(b) It shall be a violation of this article and an infraction for any person to falsely represent himself or herself as eligible for a residential parking permit or to furnish false information in an application therefor.

(c) It shall be a violation of this article and an infraction for any person issued a residential parking permit pursuant to this article to allow the use of such permit for a motor vehicle other than that for which the permit was issued. Any person who so uses a residential parking permit on a motor vehicle other than that for which it was issued is likewise guilty of a violation of this article, and an infraction.

(d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.

(e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article.

(f). In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e).

**10-222. Parking on city property—Designation of “permit parking only” areas.**

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.”

**10-223. Same—Prohibited parking.**

When authorized signs have been posted and are in place giving notice of restrictions as provided in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle within an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle that has been issued a valid permit or exempted pursuant to section 10-221.

**10-224. Same—Enforcement.**

Any regularly employed and salaried police officer or police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221.5 through 10-224 by issuing infraction citations.

**Section 2. Existing Residential Parking Permits.** The city council may by resolution and upon written notice terminate any residential parking permits and/or residential permit parking zones existing at the time of adoption of this Ordinance and/or may require existing residential permit parking holders to apply for permits in compliance with the provisions of this Ordinance.

**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. Effective Date.** This Ordinance shall become effective thirty (30) days from its adoption.

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

**PASSED, APPROVED AND ADOPTED this 19th day of July, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Green, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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. 2022-04 was duly introduced and given first reading at a regular meeting of the City Council held on June 21, 2022 and adopted at a regular meeting of the City Council held on the 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 2022.

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

(SEAL)

May 3 July 19, 2022

(REDLINE VERSION)

## CITY COUNCIL GUIDELINES AND POLICIES FOR CONSIDERATION OF INSTALLATION OR REMOVAL OF RESIDENT ONLY PERMIT PARKING

The City of Costa Mesa's Resident Permit Parking (RPP) Program was developed with the following guiding principles:

- **Equitable access:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- **Sustainable solutions:** Implement financially sustainable strategies that modernize and streamline parking program management.
- **Efficient program management:** Create an efficient and adaptable parking system that is optimized for the City's current needs, but can be incrementally updated and adjusted over time.

The RPP program is aligned with the Attorney General's opinion and develops an equitable solution that serves the needs of all Costa Mesa residents. The 2016 California Attorney General's opinion (#14-304), states ***"In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live."***

Resident only permit parking will be limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities. At the onset of this RPP program, a phased renewal process will be implemented for existing residential parking permit streets from the prior RPP program (prior to 2021).

Requests for new RPP zones will be reviewed and evaluated by Transportation Services staff using the following guidelines and policies:

- Permit eligibility includes Costa Mesa residents of all housing types in compliance with the 2016 California Attorney General's opinion and removes the limitation of the program to only single family, R-1 zones.
- RPP eligibility zones are limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities.
- Requests for installation or removal of resident only permit parking ~~will~~shall be considered as a neighborhood permit zone system established with a recommended minimum street-frontage of about 2,000 feet ~~(both sides of the street included) which is about four blocks~~ instead of on a street-by-street basis. The Transportation Services Manager or designee will determine the appropriate length of a neighborhood permit zone.
- When considering requests to implement resident permit parking, the City will conduct parking occupancy surveys to determine the utilization of on-street parking.

A 70% parking occupancy threshold of all available on-street parking and visible off-street parking is required for consideration of new neighborhood permit zones.

- A petition signed by a majority (51% or greater) of households is required to install or remove neighborhood permit zones for resident permit parking.
  - For petitions in rental complexes, the residents, property managers, and property owners will participate in the petition survey. If the units in a multi-family property are individually owned, each owner would be included in the petitioning.
- Only one signature per household will be considered.
- Upon receipt of a valid (majority) petition for a neighborhood permit zone, the City will send notification of the resident only permit parking installation or removal request to all households in the affected neighborhood zone.
- If the Transportation Services Manager approves the install or removal of a neighborhood permit parking zone per these guidelines and policies, a recommendation will be forwarded to the City Council for final action. Once final action has been taken by the City Council, no further changes or requests for changes in resident permit parking for this neighborhood zone will be considered for a minimum period of one year.
- Resident permit parking will be implemented in accordance with the provisions of the Costa Mesa Municipal Code summarized below:
  - ~~Replace a maximum of three (3) permits per household limit, with up to one~~ One (1) resident parking permit per eligible driver based on verification of residence and vehicle registration and maximum of four (4) permits per dwelling.
  - Permits are non-transferable and strictly associated with the vehicle's license plate number.
  - ~~Continue to provide a maximum of one hundred (100) guest parking permits per year to each eligible household. Each guest pass is for one-time use only.~~ Staff will consider guest passes for special events on a case-by-case basis.
  - Parking permits are valid only for the zone in which issued.
  - An annual resident permit parking fee structure with an escalating rate structure and low cost permits for qualifying low income residents will be implemented with the amount of annual permit fees subject to change annually. The current fee structure is provided as an attachment and subject to change annually.

**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING RESIDENTIAL PARKING PERMIT PROGRAM ANNUAL FEES FOR FISCAL YEAR 2022 - 2023**

WHEREAS, California Vehicle Code section 22507(a) allows local authorities to establish by ordinance or resolution a designation of certain streets upon which preferential parking privileges are given to residents; and

WHEREAS, the City Council of the City of Costa Mesa adopted a Residential Permit Parking Program (RPP) in January 2016; and

WHEREAS, the demands from single-family residential, multifamily residential, and commercial parking shortages in recent years have caused significant impacts on other adjacent residential neighborhoods; and

WHEREAS, the City caused to be conducted a Citywide Parking Study in January 2020, which engaged stakeholders, sought to understand parking challenges, evaluated the original RPP, and developed recommendations for the City's Parking operations; and

WHEREAS, revised RPP guidelines and policies were approved by the City Council on May 3, 2022 at its regular meeting; and

WHEREAS, the RPP program seeks to implement principles that ensure equitable access, sustainable solutions, and efficient program management; and

WHEREAS, the changes to the RPP program will be limited to areas experiencing external parking impacts from commercial areas, neighboring cities, fairgrounds, and recreational areas; and

WHEREAS, all housing types within impacted areas are eligible for permits, with one permit per driver based on verification of residence and vehicle registration; and

WHEREAS, Section 10-221.3 of the Costa Mesa Municipal Code authorizes the City Council to establish fees for residential parking permits; and

WHEREAS, the study supports implementing fees for residential parking permits to recover costs incurred, with an annual permit parking fee and an escalating rate structure that creates discounted permit fees for qualifying low-income residents.



**NOW, THEREFORE, THE COSTA MESA CITY COUNCIL HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

Section 1.

- a. The foregoing recitals are true and correct and are incorporated herein by reference.
- b. Annual residential parking permit fees during fiscal year 2022 - 2023 shall be as provided in Exhibit A attached hereto.
- c. Annual residential parking permit fees for qualifying low-income residents during fiscal year 2022 – 2023 shall be as provided in Exhibit A attached hereto.

Section 2. The City Council of the City of Costa Mesa hereby repeals any resolutions or parts thereof which are inconsistent with this Resolution.

Section 3. This Resolution shall take effect sixty (60) days after City Council approval.

**PASSED AND ADOPTED this 19th day of July, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR CITY CLERK'S OFFICE

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022- \_\_ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19th day of July, 2022, by the following roll call vote, to wit:

AYES:           COUNCILMEMBERS:

NOES:           COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 19th day of July, 2022.

\_\_\_\_\_  
Brenda Green, City Clerk

**EXHIBIT A**

**CITY OF COSTA MESA  
RESIDENTIAL PARKING PERMIT PROGRAM  
ANNUAL FEES**

**FISCAL YEAR 2022-2023**

**Fee Structure Per Dwelling  
Annual Residential Parking Permit Fees**

Residential Parking Permit - 1st \$25

Residential Parking Permit - 2nd \$50

Residential Parking Permit - 3rd \$75

Residential Parking Permit - 4th \$100

100 Guest Permits \$25

**Annual Residential Parking Permit Fees for Qualifying Low Income Residents**

Residential Parking Permit - 1st Free

Residential Parking Permit - 2nd Free

Residential Parking Permit - 3rd \$25

Residential Parking Permit - 4th \$50

100 Guest Permits \$25

**CITY OF COSTA MESA  
RESIDENTIAL PARKING PERMIT PROGRAM  
PROPOSED ANNUAL FEES**

**FISCAL YEAR 2022-2023**

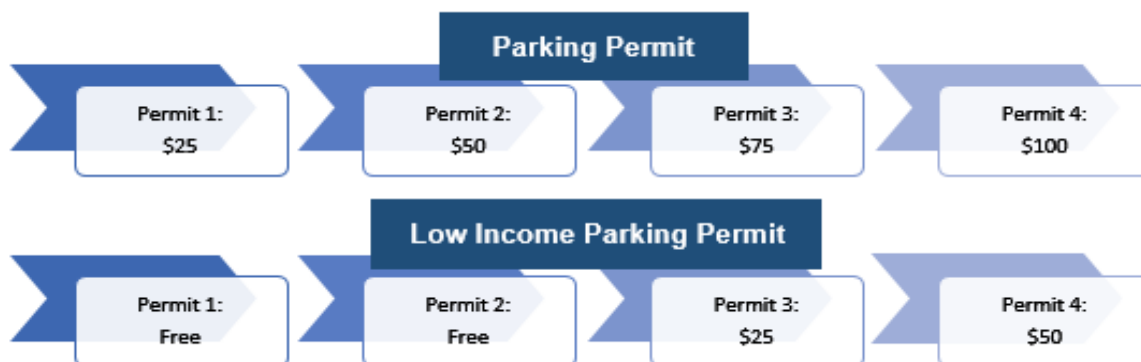
**Escalating Fee Structure Per Dwelling**

**Annual Residential Parking Permit Fees**

Residential Parking Permit - 1st	\$25
Residential Parking Permit - 2nd	\$50
Residential Parking Permit - 3rd	\$75
Residential Parking Permit - 4th	\$100
100 Guest Permits	\$25

**Annual Residential Parking Permit Fees for Qualifying Low Income Residents**

Residential Parking Permit - 1st	Free
Residential Parking Permit - 2nd	Free
Residential Parking Permit - 3rd	\$25
Residential Parking Permit - 4th	\$50
100 Guest Permits	\$25





# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-801

**Meeting Date:** 7/19/2022

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**TITLE:**

**APPROVE CERTIFICATION OF SPECIAL ASSESSMENTS FOR THE COLLECTION OF DELINQUENT CIVIL CITATIONS FOR MUNICIPAL CODE VIOLATIONS**

**DEPARTMENT:** FINANCE DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Conduct a Public Hearing.
2. Adopt the attached resolution approving the certification of special assessments for delinquent civil fines for municipal code violations in relation to unlicensed illicit cannabis and other municipal code violations.

**BACKGROUND:**

Since the legalization of recreational use of cannabis in 2016 under Proposition 64, illegal cannabis operations (dispensaries) have proliferated throughout the State. The participants in these operations, including property owners and employees, have conducted business in cities without regard to local ordinances, state permits and state building and fire codes. Specifically, these dispensaries have disregarded the ordinances regulating cannabis uses enacted by the voters of the City (Measures X and Q) and the City Council - all to the detriment of the general public, as well as the legal and City-permitted cannabis businesses currently or soon to be operating in the City.

The City has attempted to curb illegal and unlicensed cannabis operations that have been operating throughout the City, as well as other municipal code violations by issuing citations for these violations, which include operating without a business license, lack of required building permits, and operating an unlicensed cannabis dispensary.

All commercial, residential, public assembly, and other buildings within a governmental jurisdiction are required to be constructed in accordance with the jurisdiction's municipal code provisions. Permitting regulates construction and property use to ensure safe, healthy, efficient, and accessible environments for human occupancy and habitation. Building permit violations can jeopardize public health and safety; and these citations hold violators accountable for unpermitted and illegal activity.

As part of the City's targeted enforcement, citations have been issued to property owners, business operators, and employees. All parties who were issued citations had 30 days to pay fines before being considered delinquent. Delinquent citations are then forwarded to the Finance Department for collection.

Pursuant to State law, certain delinquent fines, interest, and penalties may be collected as part of nuisance abatement procedures authorized by Government Code Section 38773.5. This allows the City to place delinquent citations on the County's property tax roll as a special tax for collection purposes.

**ANALYSIS:**

Government Code Section 38773.5 authorizes municipalities' legislative bodies to adopt an ordinance to establish a procedure for the abatement of a nuisance and make the cost of abatement of a nuisance upon a parcel of land a special assessment against that parcel. The assessments are limited to property related violations. The City's procedures pursuant to Section 38773.5 are set forth in Costa Mesa Municipal Code (CMMC) Section 1-48, Collection of Unpaid Fines.

Staff has made repeated attempts without success to collect the Civil Citation fines due from the property owners and affiliated parties listed in Attachment 2. There are a total of 76 delinquent civil citations that are recommended to be assessed against 44 properties. The total delinquent amount is \$120,200.

Persons cited were notified in writing at the time of citation issuance of their right to a hearing pursuant to CMMC Sections 1-45 through 1-47. In addition, each property owner recently was mailed a formal letter, via certified mail on July 7, 2022, of the proposed special assessment against their property for the delinquent civil citations and the date and time of the public hearing. Further, the letter included information that their right to an administrative hearing and judicial review of the citation issued against them has now expired.

The purpose of the public hearing is to consider a resolution to certify the special assessments and authorize recording such assessments against the respective properties as liens. This action will also authorize the Tax Collector for the County of Orange to place the assessments on the tax roll and proceed to collect the assessments as property tax liens against their properties. Should the assessments be added to the tax roll as liens, penalties and interest will continue to accrue until paid at the maximum rate as allowed by State law.

Pursuant to Government Code Section 38773.5(c), at the time of imposition of the assessment, a notice will be given to the property owner notifying them the property may be sold after three years by the County tax collector for unpaid delinquent assessments.

Property owners identified in Attachment 2, may appear before City Council at the public hearing and contest the amount and/or validity of any lien or assessment for a civil fine.

However, pursuant to CMMC 1-48(4), such contests shall be limited to the issue of the amount and/or validity of the lien or assessment (whether the civil citation can legally be added to the tax roll as a special assessment) and may not consider whether the underlying Code violation occurred.

Finally, a legal notice advertising the public hearing, which is required pursuant to Government Code Section 38773.1(b), was published in the Daily Pilot on July 8, 2022.

**ALTERNATIVES:**

City Council may choose to reject the resolution and direct staff to proceed to collect delinquent civil citations through a collection agency, which historically has a low collection rate, therefore, limiting the effectiveness of compliance enforcement through citations. Adding the Civil Citation fines to Special Assessment liens provides an additional mechanism to assist Code Enforcement Officers in their effort to ensure compliance with the CMMC as it pertains to illegal and unlicensed cannabis and other business operators.

**FISCAL REVIEW:**

By certifying the Special Assessments to the Orange County Assessor for inclusion on the Property Tax Roll, the City has a greater likelihood to collect delinquent fines and curb the illegal and unlicensed cannabis or other operations and other municipal code violations within City limits. The County charges 0.30 percent (0.30%) of the original value for each special tax, fee, or assessment that is to be collected on the County tax rolls. The citations currently total \$120,200.

**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:

1. Conduct a Public Hearing.
2. Adopt the attached resolution approving the certification of special assessments for delinquent civil fines for municipal code violations in relation to unlicensed illicit cannabis and other municipal code violations.



RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF COSTA MESA, CALIFORNIA, CERTIFYING SPECIAL  
ASSESSMENTS FOR COLLECTING DELINQUENT CIVIL  
FINES FOR VIOLATIONS OF THE COSTA MESA  
MUNICIPAL CODE

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

WHEREAS, the City Council has adopted Chapter II of Title 1 of the Costa Mesa Municipal Code, which authorizes the issuance of civil citations that impose fines upon persons who violate the provisions of the Costa Mesa Municipal Code ("CMMC"); and

WHEREAS, certain civil citations have been issued and the civil fines imposed thereby have not been paid by the responsible persons who committed the CMMC violations; and

WHEREAS, Government Code section 38773.5 authorizes the City of Costa Mesa to collect delinquent fines, interest, and penalties as part of nuisance abatement procedures; and

WHEREAS, the City's procedures to collect delinquent fines, interest, and penalties are set forth in CMMC section 1-48, which procedures have been followed, including but not limited to providing notice to each of the owners of real property of the public hearing held by the City Council on July 19, 2022 for the purpose of certifying special assessments against properties where public nuisances have occurred; and

WHEREAS, the City Council wishes to certify those certain fines, interest, and penalties as delinquent and have them collected as special assessments against the real property involved pursuant to the provisions of Government Code section 38773.5.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

1. The City Council held a public hearing on July 19, 2022, which was properly noticed as required by Government Code section 38773.5, for the purpose of certifying special assessments against properties where public nuisances have occurred.

2. The special assessments designated on Attachments 1 through 3, incorporated herein by this reference, are hereby certified as being delinquent civil fines, interest and penalties owing to the City of Costa Mesa and qualified for collection as special assessments under the Government Code.
3. The City Council orders that these delinquent fines, interest and penalties are to be collected as special assessments against the respective properties shown on Attachments 1 through 3 pursuant to the provisions of Government Code section 38773.5.
4. Pursuant to such authority, the City Treasurer is directed to take the requisite steps for recording notice of such assessments against the respective properties in the property records of the County of Orange and for obtaining the collection of such assessments by the Tax Collector of the County of Orange.
5. The City Treasurer is also authorized to take the necessary steps to have releases filed with the County Recorder when any such special assessments have been paid.

PASSED AND ADOPTED this 19th day of July, 2022.

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John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

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Brenda Green, City Clerk

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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 is the original of Resolution No. xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19th day of July, 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

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BRENDA GREEN, CITY CLERK

(SEAL)

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT CANNABIS RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
1	139-651-05	MELODY BABAEI	3595 CADDILAC AVE #101	\$175
	139-651-05	MOHAMAD HASSAN ZAL	3595 CADDILAC AVE #101	\$175
	139-651-05	ROBERT WILLIAM WALLACE	3595 CADDILAC AVE #101	\$175
	139-651-05	SHAHIN MOTAMEDHASHEMI	3595 CADDILAC AVE #101	\$175
<b>Parcel Subtotal:</b>				<b>\$700</b>
2	139-661-13	GU YAOJI	3505 CADILLAC AVE K2	\$4,025
<b>Parcel Subtotal:</b>				<b>\$4,025</b>
3	141-191-39	DUSTIN NOWICK THE HOLY FIRE	2940 COLLEGE AVE	\$3,025
<b>Parcel Subtotal:</b>				<b>\$3,025</b>
4	419-203-07	DAISY CERVANTES	2000 HARBOR BLVD A100-104	\$3,025
	419-203-07	SPENCER SAEYANG	2000 HARBOR BLVD A116-118	\$6,025
	419-203-07	SPENCER SAEYANG	2000 HARBOR BLVD A116-118	\$3,025
<b>Parcel Subtotal:</b>				<b>\$12,075</b>
5	425-341-07	BUD BUD & BEYOND	1526 NEWPORT BLVD #B	\$3,025
<b>Parcel Subtotal:</b>				<b>\$3,025</b>
6	425-361-14	126 PROPERTIES LLC	1630 SUPERIOR AVE	\$3,025
	425-361-14	126 PROPERTIES LLC	1630 SUPERIOR AVE	\$3,025
	425-361-14	OMAR ORTEGA	1630 SUPERIOR AVE	\$3,025
	425-361-14	OMAR ORTEGA	1630 SUPERIOR AVE	\$3,025
<b>Parcel Subtotal:</b>				<b>\$12,100</b>

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT CANNABIS RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
7	425-442-03	LMUSA INC/MOUSA HALABI	128-132 CABRILLO ST	\$6,025
	425-442-03	LMUSA INC/MOUSA HALABI	128-132 CABRILLO ST	\$6,025
	425-442-03	LMUSA INC/MOUSA HALABI	128-132 CABRILLO ST	\$6,025
	425-442-03	LMUSA INC/MOUSA HALABI	132 CABRILLO ST	\$625
	425-442-03	THE WEED SPOT	128-132 CABRILLO ST	\$6,025
	425-442-03	THE WEED SPOT	128-132 CABRILLO ST	\$6,025
	425-442-03	THE WEED SPOT	128-132 CABRILLO ST	\$6,025
	425-442-03	THE WEED SPOT	128-132 CABRILLO ST	\$3,025
	425-442-03	THE WEED SPOT	132 CABRILLO ST	\$2,675
	425-442-03	THE WEED SPOT	132 CABRILLO ST	\$2,525
	425-442-03	THE WEED SPOT	132 CABRILLO ST	\$1,525
	425-442-03	THE WEED SPOT	132 CABRILLO ST	\$775
	<b>Parcel Subtotal:</b>			<b>\$47,300</b>
8	426-121-14	JEREMY BROWN/MED RUSH INC	2134 NEWPORT BLVD #B	\$3,025
<b>Parcel Subtotal:</b>				<b>\$3,025</b>
9	439-281-04	H3 HOLISTIC HEART HEALING MINISTRIES	2428 NEWPORT BLVD #6	\$6,025
<b>Parcel Subtotal:</b>				<b>\$6,025</b>
<b>GRAND TOTAL</b>				<b>\$91,300</b>

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT CONDITIONAL USE PERMIT (CUP) RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
1	424-202-04	MARIO TERRIQUEZ ANDRADE	702 CENTER ST.	\$175
Parcel Subtotal:				\$175
GRAND TOTAL				\$175

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT BUILDING PERMIT RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
1	119-102-71	ELIZABETH CHANG	225 MONTE VISTA AVE	\$175
Parcel Subtotal:				\$175
2	139-123-07	MICHAEL C VAUPEL,THE VAUPEL FAMILY TRUST	3152 COUNTRY CLUB DR	\$175
Parcel Subtotal:				\$175
3	139-164-07	SRG FINANCIAL INC	3069 CEYLON RD	\$175
Parcel Subtotal:				\$175
4	139-223-33	RS REAL ESTATE	2953 ANDROS ST	\$175
Parcel Subtotal:				\$175
5	139-252-13	OZINGA MARTIN III	2934 MAUI PLACE	\$175
Parcel Subtotal:				\$175
6	139-301-12	CHRISTOPHER LEE BUTTON	1548 ELM AVE	\$175
Parcel Subtotal:				\$175
7	139-383-02	JEIKS TRUST	1883 RHODES DR.	\$175
Parcel Subtotal:				\$175
8	139-532-11	MARK & TRACY BROWN	2027 PHALAROPE CT	\$175
Parcel Subtotal:				\$175
9	139-563-06	LAGOON BLUE LIVING TRUST	3099 GINGER AVE #A	\$175
Parcel Subtotal:				\$175
10	141-221-37	NGUYEN TAO TRUNG TT / NGUYEN MD INC	2901 MENDOZA DR. APT #A	\$175
Parcel Subtotal:				\$175
11	141-384-09	SEAN/MARY SULLIVAN	344 WESTBROOK PLACE	\$175
Parcel Subtotal:				\$175



**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT BUILDING PERMIT RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
12	141-424-16	LAWRENCE & COLLEEN WHITFIELD	2525 LEHIGH PL.	\$525
<b>Parcel Subtotal:</b>				\$525
13	412-213-05	CARAID SWABY	937 AZALEA DR	\$175
<b>Parcel Subtotal:</b>				\$175
14	418-182-05	SEAN PATTERSON	2750 BRISTOL ST	\$2,025
<b>Parcel Subtotal:</b>				\$2,025
	418-182-06	WALKER GROUP VENTURES	2750 BRISTOL ST	\$1,425
15	418-182-06	WALKER GROUP VENTURES	2750 BRISTOL ST	\$775
	418-182-06	WALKER GROUP VENTURES	2750 BRISTOL ST	\$2,025
<b>Parcel Subtotal:</b>				\$4,225
16	419-085-07	JUSTIN/RILEY SEGURA	2268 COLUMBIA DR	\$175
<b>Parcel Subtotal:</b>				\$175
	422-041-21	CEFALIA JOSEPH JR	2160 PACIFIC AVE	\$1,525
17	422-041-21	CEFALIA JOSEPH JR	2160 PACIFIC AVE	\$1,525
	422-041-21	CEFALIA JOSEPH JR	2160 PACIFIC AVE	\$1,525
	422-041-21	CEFALIA JOSEPH JR	2161 PACIFIC AVE	\$1,525
<b>Parcel Subtotal:</b>				\$6,100
18	422-082-08	PORFIRIO ZARATE	1015 AMERICAN PL	\$175
<b>Parcel Subtotal:</b>				\$175
19	422-272-09	JOHN M. MOREHART/LISA CERVANTES MOREHART	1954 PLACENTIA AVE	\$625
<b>Parcel Subtotal:</b>				\$625

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT BUILDING PERMIT RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
20	422-282-18	MARTIN ARGUETA	782 W 20TH ST	\$175
Parcel Subtotal:				\$175
21	422-301-16	SEMI TROPIC WINES	816 W 19TH ST	\$475
Parcel Subtotal:				\$475
22	422-352-24	MARK/HUBER C FERRY	920 DARRELL ST	\$325
Parcel Subtotal:				\$325
23	422-391-05	SAKHI SULTAN	869 W. WILSON ST	\$175
Parcel Subtotal:				\$175
	422-512-12	ROB A DUBAR	1933 FEDERAL AVE	\$525
	422-512-12	ROB A DUBAR	1933 FEDERAL AVE	\$525
24	422-512-12	ROB A DUBAR	1933 FEDERAL AVE	\$525
	422-512-12	ROB A DUBAR	1933 FEDERAL AVE	\$325
	422-512-12	ROB A DUBAR	1933 FEDERAL AVE	\$175
Parcel Subtotal:				\$2,075
	425-392-11	ALICE CONNOR	200-206 CABRILLO ST	\$1,525
	425-392-11	ALICE CONNOR	200-206 CABRILLO ST	\$1,525
25	425-392-11	ALICE CONNOR	200-206 CABRILLO ST	\$1,525
	425-392-11	ALICE CONNOR	200-206 CABRILLO ST	\$1,525
	425-392-11	ALICE CONNOR	200-206 CABRILLO ST	\$325
Parcel Subtotal:				\$6,425
26	426-121-40	BESHAY ISSAC NEGEEB	2146 NEWPORT BLVD	\$525
Parcel Subtotal:				\$525

**City of Costa Mesa**  
**Special Tax Assessments to Property Tax Roll**

**DELINQUENT BUILDING PERMIT RELATED CIVIL CITATIONS FROM JUN-2021 TO JUN-2022**

#	PARCEL NUMBER	CUSTOMER NAME	VIOLATION ADDRESS	AMOUNT
27	426-232-02	JOSEPH HRUBOVCAK	374 WOODLAND PLACE	\$1,075
<b>Parcel Subtotal:</b>				<b>\$1,075</b>
28	426-241-23	TRANSITIONS III LLC	2021 ALISO AVE	\$175
<b>Parcel Subtotal:</b>				<b>\$175</b>
29	426-252-41	CATALINA ESTATES LLC	2039 IRVINE AVE	\$175
<b>Parcel Subtotal:</b>				<b>\$175</b>
30	426-273-24	REKA & ANDREAS ZILL	1986 ORANGE AVE	\$175
<b>Parcel Subtotal:</b>				<b>\$175</b>
31	439-091-17	VICEROY FUND LLC	335 UNIVERSITY DR	\$325
	439-091-17	VICEROY FUND LLC	335 UNIVERSITY DR	\$175
<b>Parcel Subtotal:</b>				<b>\$500</b>
32	439-281-20	X-TREME MOTORSPORT LLC	123 MONTE VISTA AVE	\$325
<b>Parcel Subtotal:</b>				<b>\$325</b>
33	935-300-14	ANTHONY MCLEWEE	1003 NANCY LANE	\$175
<b>Parcel Subtotal:</b>				<b>\$175</b>
<b>GRAND TOTAL</b>				<b>\$28,725</b>



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-809

**Meeting Date:** 7/19/2022

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**TITLE:**

**AN ORDINANCE TO ADOPT AN EQUIPMENT USE POLICY GOVERNING THE USE OF SPECIFIED EQUIPMENT PURSUANT TO CALIFORNIA ASSEMBLY BILL (AB) 481.**

**DEPARTMENT:** POLICE DEPARTMENT

**PRESENTED BY:** RONALD LAWRENCE, CHIEF OF POLICE

**CONTACT INFORMATION:** JASON CHAMNESS 714-754-5354

**RECOMMENDATION:**

Staff recommends the City Council to:

1. Hold a public hearing and introduce and give first reading to an Ordinance approving an amended AB 481 Equipment Use Policy.
2. Authorize the City Manager, or her designee, to work with the City Attorney's Office to execute any and all documents necessary to acquire and finance/purchase a new armored rescue vehicle for the Police Department approved in the FY 2022-23 Budget.

**BACKGROUND:**

Assembly Bill 481 (AB 481), codified at Government Code sections 7070 through 7075 requires a law enforcement agency to obtain approval from the applicable governing body via ordinance, adopting a "military equipment" use policy, prior to the agency funding, acquiring, or using equipment identified under AB 481.

AB 481 became law as of January 1, 2022. Per AB 481, law enforcement agencies are now required to first obtain approval for the policy content from their respective governing body. After enacting the ordinance adopting the policy, law enforcement agencies are further required to submit an annual report to the governing body for as long as the equipment is available for use. Agencies must also hold at least one community engagement meeting within 30 days of submitting and publicly releasing the annual report. Finally, agencies are required to attach an AB 481 equipment inventory to the policy. Agencies seeking to continue using AB 481 equipment acquired prior to January 1, 2022, had until May 1, 2022 to commence the governing body approval process described by the statute.

Staff commenced this process in March 2022 and the AB 481 Equipment Use Policy was submitted to the City Council and posted on the Costa Mesa Police Department's (CMPD) website for public review on April 21, 2022. City Council conducted a first reading, with a public hearing, of an Ordinance adopting the AB 481 Equipment Use Policy on June 7, 2022. Subsequent to this first reading and public hearing, the CMPD determined that there was a need to amend the policy with

respect to certain equipment.

CMPD submitted the amended AB 481 Equipment Use Policy to City Council and posted it on the CMPD website for public review on June 15, 2022. The CMPD requests that City Council introduce and give first reading to the attached Ordinance approving the amended AB 481 Equipment Use Policy - Policy 706, in order to allow CMPD to continue to use the vital equipment specified therein.

### **ANALYSIS:**

Items deemed to be AB 481 equipment are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance both citizen safety and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the CMPD.

The term “military equipment,” as used in AB 481, in fact does not necessarily indicate equipment that has been used by, or obtained from, the military. Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, specialized firearms and ammunition to include assault weapons, less lethal 40mm projectile launchers, long range acoustic devices, flashbangs, “tear gas,” and pepper balls.

CMPD is committed to using the most up to date tools and equipment to safeguard the citizens of Costa Mesa. Many of the items deemed to be AB 481 equipment are in fact employed by CMPD, and law enforcement agencies across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying AB 481 Equipment Use Policy, also provide CMPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

Other items deemed to be AB 481 equipment include foundational equipment such as rifles. These rifles allow peace officers to address lethal threats from a greater distance and with greater precision.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the tools identified below are vital to CMPD’s mission and will continue to be strictly regulated through internal processes and oversight.

The proposed ordinance seeks to approve the CMPD’s Policy 706 which constitutes CMPD’s AB 481 Equipment Use Policy. Policy 706 outlines each item responsive to Government Code section 7070. Policy 706 also includes a list of equipment deemed “military” under AB 481, including information regarding the description, cost, quantity, capabilities, purpose, authorized use, lifespan, fiscal impact, training, and legal and procedural rules for each item. A majority of these particular items, and their stated uses, have been in place prior to the implementation of AB 481. Future acquisitions of any item deemed to be “AB 481 Equipment” not contained in this policy will require a further public meeting, policy update, and council approval.

Each item’s necessity is further described below:

Unmanned remotely piloted powered aerial vehicle: Unmanned aerial systems (UAS) are necessary

as they provide visibility to high-risk locations. Without the use of a UAS, peace officers would have to physically deploy to high-risk locations which would increase the risk to the officers and members of the public. The UAS system is designed to enter small spaces, such as enclosed structures, as well as to provide overhead observations of wooded areas and other structures located in often times crowded spaces. There are no known alternatives which could be used to safely access these locations.

Unmanned remotely controlled ground vehicle: Unmanned ground robots are used for reconnaissance during critical incidents to assist in providing visibility in areas where it would be unsafe to send a peace officer. This system can also be used to defuse or move potentially hazardous items. Not having access to this item would require the use of peace officers to engage in high-risk tasks. There is no known alternative to this system.

Armored Rescue Vehicles (ARV): Armored Rescue Vehicles are used to provide ballistic protection to officers and citizens during rescue, critical incidents, and other hazardous situations. These vehicles allow officers closer access to high-risk situations while substantially reducing the physical risk to the officers and citizens. These vehicles are built on commercial vehicle chassis and are primarily a reinforcement of civilian commercial vehicles. As such, there are no reasonable alternatives to providing the same level of ballistic protection.

Command and control vehicles: The mobile command vehicle (MCV) is an unarmored vehicle equivalent to a commercial recreational vehicle. It is equipped with specific communication and audio-visual devices to assist in command and control of a critical incident. This vehicle allows for mobile incident command and use of the Incident Command Systems facilitating the best possible on scene decision-making by key leaders. It provides for mobility, sheltering, and logistical support. There is no known alternative for the MCV which provides the same amount of mobility and support at one location in a quick deploying package.

Breaching shotgun and slugs: Breaching shotguns are used to defeat locked, barricaded, or fortified locations allowing officers to conduct rescues or high risk forcible entries. This includes but is not limited to, rescuing hostages. These items allow peace officers to quickly enter a structure when time is of the essence. This may include but is not limited to, an active shooter or kidnapping situation. In such situations, time is of the essence and it would not be feasible to delay access to the structure. There are alternatives which are used for low risk and/or non-fortified situations. This includes handheld battering rams. However, this alternative does not afford the same level of protection or speed that such equipment provides when necessary. As such, there is no reasonable alternative to these items when they are used and required.

Specialized firearms and ammunition including assault weapons: Patrol rifles, and Special Weapons and Tactics (SWAT) rifles enable officers, when in compliance with the CPD's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers' precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance or precision.

Noise Flash Diversionary Device (NFDD): NFDDs are used as a distraction device in order to disorient or divert the suspect's attention away from officers. This can allow officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This can

prevent injury to officers and citizens. These devices can often lead to a safer resolution and allow officers to take a citizen into custody without force. There is no known alternative to a flashbang when it is necessary.

Tear gas and pepper ball: Tear gas and pepper ball are less lethal methods used to address violent or riotous crowds when there is a risk of physical safety. They are also used to safely extract a suspect from a fixed location or safely detain a suspect who poses a risk of violence to officers. Tear gas allows peace officers to deploy a less lethal chemical agent into a structure where other weapons would not be capable of doing so. These weapons are less lethal and afford peace officers an added option to avoid lethal force encounters. When these items are reasonable and necessary for use, there is no other alternative.

Long Range Acoustic Device (LRAD): The LRAD is used in situations necessary to address the public. It can also be used as a safe deterrent against hostile crowds or individuals. This device is only used when standard sound amplification equipment is not sufficient to provide adequate range or capability needed. There is no reasonable alternative that would suffice in situations where the LRAD is necessary.

40mm projectile launchers and munitions: The 40mm launcher and munitions affords the ability to use less lethal impact and chemical munitions. This allows officers to address a threat from a greater distance and provides an alternative option for deadly force when reasonable. The beanbag shotgun also allows officers to confront a potentially armed or dangerous suspect at a longer distance. This can potentially prevent a deadly force encounter. When necessary, there is no alternative to these less lethal weapon systems.

## **POLICE SWAT VEHICLE ACQUISITION AND LEASE AGREEMENT**

The FY 2022-23 Adopted Budget includes an estimated debt service payment for the acquisition of one Police SWAT Vehicle. Staff is requesting City Council approval to enter into a purchase agreement of one (1) BearCat swat vehicle with Lenco Armored Vehicles, and authorize the City Manager, or her designee, to enter into any and all documents necessary to finance the purchase of the police vehicle to enhance and modernize the public safety and emergency response.

The annual debt service payment for the lease of the BearCat vehicle is included in the FY 2022-23 Non-Departmental budget. Interest rates fluctuate on a daily basis and final lease financing rates and costs will be determined prior to the close of escrow. Staff recommends the lease purchase of the police vehicle plus required equipment and fixtures totaling an estimated \$400,000 through a five-year lease agreement. Based on the current estimated interest rate of 2.00 percent, the annual debt payment is estimated at \$84,000. Please note the interest rate may be subject to change based on market conditions at the time of close of escrow.

City Council authorization is requested to authorize the City Manager, or her designee, to work with the City Attorney to enter into a Master Lease Agreement to finance the purchase of the new apparatus in terms favorable to the City. The new BearCat is expected to be delivered to the City in mid-2023 given the minimum 12-month time period that is required to construct a vehicle of this type.



**ALTERNATIVES:**

There are no reasonable alternatives to approval of the ordinance. CMPD has not discovered alternative items that can achieve the same objectives of civilian and officer safety. Failure to adopt the ordinance and policy will preclude CMPD's use of all the identified equipment.

**FISCAL REVIEW:**

This item does not have a financial impact.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends the City Council:

1. Hold the required public hearing and introduce and give first reading to an Ordinance approving an amended AB 481 Equipment Use Policy.
2. Authorize the City Manager, or her designee, to work with the City Attorney's Office to execute any and all documents necessary to acquire and finance/purchase a new BearCat vehicle for the Police Department approved in the FY 2022-23 Budget.

**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING AN AB 481 EQUIPMENT USE POLICY OF THE CITY OF COSTA MESA, CALIFORNIA GOVERNING THE USE OF MILITARY EQUIPMENT**

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

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of equipment identified by the state as “military equipment” (hereinafter referred to as “AB 481 equipment”) by California law enforcement agencies;

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how AB 481 equipment is funded, acquired, or used;

**WHEREAS**, the Costa Mesa Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481 and further intends to acquire other items that fall under this definition;

**WHEREAS**, AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document (hereinafter referred to as the “AB 481 Equipment Use Policy”) covering the, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment;

**WHEREAS**, the policy must be approved by the City Council by ordinance, and reviewed annually thereafter; and

**WHEREAS**, the AB 481 equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

**WHEREAS**, the proposed AB 481 Equipment Use Policy (“Policy”) will safeguard the public’s health, welfare, safety, civil rights, and civil liberties;

**WHEREAS**, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

**WHEREAS**, prior AB 481 equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time;

**WHEREAS**, the Police Department has submitted the proposed Policy to the City Council and thereafter has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the AB 481 equipment at issue;

**WHEREAS**, the Policy satisfies the requirements of Government Code Section 7070(d);

**WHEREAS**, the City Council of the City of Costa Mesa, having received the information required under AB 481 regarding the Costa Mesa Police Department's use of AB 481 equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the AB 481 Equipment Use Policy.

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

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HERBY ORDAINS AS FOLLOWS:**

**Section 1:** Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

**Section 2:** Approval of AB 481 Equipment Use Policy.

**AB 481 Equipment Use Policy.**

- (a) The AB 481 Equipment Use Policy shall govern the use of AB 481 equipment by the Costa Mesa Police Department.
- (b) The Policy shall be made publicly available on the Police Department's website for as long as the AB 481 equipment is available for use or as otherwise ordained by the City Council.
- (c) The Police Department shall submit an annual AB 481 equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of AB 481 equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).

(d) The City Council shall on an annual basis and at a regular meeting thereof review this ordinance and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).

(e) The definitions set forth in Government Code section 7070 shall apply to this ordinance. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

**Section 3:** Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a “project” and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

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

**Section 5:** Uncodified Ordinance. This Ordinance shall not be codified in the Costa Mesa Municipal Code unless and until the City Council so ordains.

**Section 6:** Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

**Section 7:** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

**Section 8:** Certification. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

**APPROVED AND ADOPTED on this \_\_ day of \_\_\_\_, 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, Brenda Green, CITY CLERK of the City of Costa Mesa California, do hereby certify that the foregoing ordinance was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2022, and adopted by the City Council of the City of Costa Mesa, California, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_, 2022, by the following vote of the City Council:

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

Policy  
**706**

Costa Mesa  
Police Department  
Costa Mesa PD Policy Manual

## **Assembly Bill (AB) 481 Equipment Use Policy**

### **706.1 PURPOSE AND SCOPE**

This policy provides guidelines to comply with State law for the approval, acquisition, and reporting requirements of specific equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### **706.1.1 DEFINITIONS**

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Specified equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- “Flashbang” grenades and explosive breaching tools.
- Munitions containing, “tear gas,” and pepper balls, excluding standard, service-issued handheld pepper spray

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## **706.2 POLICY**

It is the policy of the Costa Mesa Police Department that members of this department comply with the provisions of Government Code § 7071.

## **706.3 AB 481 EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the coordinator of all equipment mandated by State law to be approved under this policy.

The responsibilities of the coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as AB 481 equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all AB 481 equipment at least annually.
- (d) Collaborating with any allied agency that may use AB 481 equipment within the jurisdiction of Costa Mesa Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department’s funding, acquisition, and use of equipment.
- (f) Preparing the annual AB 481 equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond.

## **706.4 AB 481 EQUIPMENT CONSIDERATIONS**

- (a) The AB 481 equipment acquired and authorized by the Department is:



1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
  2. Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (b) AB 481 equipment shall be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed unless exigent circumstances arise.

### **706.5 AB 481 EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[See attached: AB 481 Equipment Inventory.pdf](#)

### **706.6 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the AB 481 equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed AB 481 equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the AB 481 equipment at issue (Government Code § 7071). The AB 481 equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting AB 481 equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for AB 481 equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring AB 481 equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of AB 481 equipment within the jurisdiction of this department.
- (e) Using any new or existing AB 481 equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of AB 481 equipment.
- (g) Acquiring AB 481 equipment through any means not provided above.

### **706.7 COORDINATION WITH OTHER JURISDICTIONS**

AB 481 equipment "military equipment" used by any member of this department shall be in accordance with this policy and all applicable department policies. AB 481 equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective policies in rendering mutual aid. Situations may arise where Costa Mesa Police Department may deploy or use equipment owned by other law enforcement agencies.

The Costa Mesa Police Department hereby adopts the AB 481 equipment use policy as is approved, and may be amended from time to time, under Government Code section 7070, et seq., for jurisdictions that the Costa Mesa Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Costa Mesa Police Department to deploy or use the equipment identified in AB 481 of another jurisdiction.

### **706.8 ANNUAL REPORT**

Upon approval of an AB 481 equipment use policy, the Chief of Police or the authorized designee should submit an AB 481 equipment report to the governing body for each type of AB 481 equipment acquired within one year of approval, and annually thereafter for as long as the AB 481 equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual AB 481 equipment report publicly available on the department website for as long as the AB 481 equipment is available for use. The report shall include all of the following information:

- (a) A summary of how the equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the equipment.
- (c) The results of any internal audits, any information about violations of the AB 481 equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of equipment in the policy, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the AB 481 equipment in the calendar year following submission of the annual report.
- (e) The quantity possessed for each type of AB 481 equipment.
- (f) If the Department intends to acquire additional equipment mandated by the State for approval in the next year, the quantity sought for each type of equipment.

**706.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of AB 481 equipment.

**706.10 COMPLAINT PROCEDURE**

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions regarding this policy will be handled pursuant to the Department's normal complaint process.

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**706**

Costa Mesa  
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**706.5 AB 481 EQUIPMENT INVENTORY  
VEHICLES**

- (A) **Mobile Command Vehicle (MCV):** A vehicle used during critical incidents as a field- based command post, providing Incident Commanders with access to Department computer systems and dispatch center.
1. **Description, cost, quantity, and capabilities:** 2021 Freightliner MT-55 chassis (custom built) vehicle, approximate cost: \$1.2 Million, quantity: not to exceed 1. The MCV can also be utilized for SWAT/CNT and other critical incidents, significant, preplanned events, searching for missing persons, natural disasters, and community events. The MCV has redundant and supplemental communications capabilities increasing public safety interoperability during complex incidents or those requiring supplemental communications capabilities for coordination.
  2. **Purpose:** Used for critical incidents based on the circumstances of a specific event, large event, or natural disaster to effectively and efficiently serve the community.
  3. **Authorized Use:** Only officers trained in the use and deployment of the MCV shall drive the vehicle under the direction of the Chief of Police, Field Operations Captain, Support Services Captain, SWAT Commander, Watch Commander, or their designee. Situations where the MCV may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
  4. **Lifespan:** The MCV has an estimated lifespan of approximately 20-years; however, upgrades are required annually to maintain communications and IT systems.
  5. **Fiscal Impact:** The MCV was authorized in 2021 and purchased in 2022. Annual maintenance costs are estimated to be approximately: \$6,000. Annual communication licensing, subscriptions, and required upgrades are estimated to be approximately: \$6,000
  6. **Training:** Drivers/Operators shall receive safe handling and maneuvering training on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle with an experienced driver throughout the city.
  7. **Legal and Procedural Rules:** It is the policy of the Department to use the MCV in accordance with State and Federal law and department policy.
- (B) **Armored Rescue Vehicles (ARVs):** Commercially-produced, ballistic protected, wheeled vehicles designed for law enforcement purposes.

1. **Description, cost, quantity, and capabilities:**
  - (a) Armored Rescue Vehicle (ARV), cost: \$1, quantity: not to exceed 1. The current ARV is a retrofitted, 1985 GMC C7000, armored bank car that provides its occupants with ballistic protection beyond ballistic shields or personal body armor. It offers greater safety to community members and officers during high-risk incidents. It is capable of seating a driver and 7 passengers.
  - (b) Lenco BearCat, cost approximately: \$311, 000, quantity: not to exceed 1. The Lenco BearCat is an armored rescue vehicle that provides its occupants with ballistic protection beyond ballistic shields or personal body armor. It offers greater safety to community members and officers during high-risk incidents. It is capable of seating a driver and approximately 7 passengers.
2. **Purpose:** Used in response to critical incidents to enhance officers and community safety, improve scene containment and stabilization, and assist in resolving critical incidents. Additionally, ARVs may be deployed as displays for community outreach events.
3. **Authorized Use:** The ARVs use shall be authorized by the Chief of Police, Division Commander, Watch Commander or SWAT Commander based on the specific circumstances of a given critical incident. ARVs shall only be used by personnel trained in their deployment and in a manner consistent with Department policies/procedures. Situations where the ARVs may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
4. **Lifespan:** Both ARVs have an estimated lifespan of approximately 20 years.
5. **Fiscal Impact:**
  - (a) GMC C7000 ARV: The ARV was purchased from Newport Beach PD in 1998 for \$1. Annual maintenance cost: approximately \$1,500
  - (b) Lenco BearCat: Annual maintenance cost approximately: \$4,000
6. **Training:** All drivers/operators shall attend formalized instruction in vehicle operations, practical driving instruction, and deployment procedures.
7. **Legal and Procedural Rules:** It is the policy of the department to use the ARV in accordance with State and Federal law and department policy.

## SPECIALIZED TACTICAL EQUIPMENT

- (A) **Tactical Robot:** A remotely controlled, tracked, robot equipped with cameras and two-way audio communication capabilities.
  1. **Description, cost, quantity, and capabilities:** IROBOT FASTPAC PACKBOT TACTICAL ROBOT, cost: on loan from US military, quantity: not to exceed 2. A remotely operated tactical robot providing officers with the ability to observe the interior of a structure without entering. This capability increases the safety of community members, officers, and suspects by providing the operator with the ability to observe and locate

subjects without the risk of a face-to-face confrontation. Additionally, the remote, two-way, communication capability allows operators to de-escalate situations by negotiating the surrender of barricaded subjects.

2. **Purpose:** To be used during tactical incidents to safely search a structure without exposing officers and/or community members to the risk of a face-to-face confrontation.
  3. **Authorized Use:** The tactical robot shall only be deployed by Department personnel trained in its use, and with the approval of the SWAT Commander, Watch Commander, or their designee. Situations where the robots may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
  4. **Lifespan:** The robot's lifespan is approximately 10 years.
  5. **Fiscal Impact:** The iRobot FASTPAC Packbot was loaned to the Department in 2021. The Department paid approximately \$500 in shipping costs. Annual maintenance cost of approximately: \$200.
  6. **Training:** All operators shall receive initial training before deploying the robot in the field.
  7. **Legal and Procedural Rules:** The Department shall only use the robot pursuant to State and Federal Law and department policy.
- (B) **Unmanned Aerial System (UAS):** An unmanned aircraft and the associated equipment necessary to control it remotely.
1. **Description, cost, quantity, and capabilities:**
    - (a) DJI Mavic Mini 2, approximate cost: \$875 each, quantity: not to exceed 15. Utilizing DJI's OcuSync 2.0 2.4/5.8 GHz wireless transmission technology, the Mini 2 can be operated from up to 6.2 miles distance from the operator while still providing video of what the drone records. The Mini 2 can also be flown as high as 2.5 miles and withstand 19 to 24 mph winds.
    - (b) Autel EVO II 640T, approximate cost: \$9,900, quantity: not to exceed 4. The EVO II 640T features a high-resolution thermal camera, which enables the ability to capture incredible detail in dark environments, not previously possible on an aerial drone of this size. Thermal vision capabilities can be combined with the 8K/49MP visual camera for visual intelligence. 12 visual sensors provide omnidirectional obstacle avoidance.
    - (c) Autel EVO II Pro, approximate cost: \$4,050 each, quantity: not to exceed 5. The EVO II Pro features a high resolution camera with the ability to capture incredible video and photo details. Twelve visual sensors provide omnidirectional obstacle avoidance.
    - (d) LOKI MK2, approximate cost: \$6,500, quantity: not to exceed 3. LOKI is the world's first purpose-built tactical UAS. Designed and built in conjunction with several of the world's top counter-terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close-quarter,

indoor, and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness.

2. **Purpose:** To be deployed when its capabilities would assist officers or incident commanders with the following situations, which include but are not limited to:
    - (a) Major collision investigations.
    - (b) Search for missing persons.
    - (c) Natural disaster management.
    - (d) Crime scene photography.
    - (e) SWAT, tactical, or other public safety and life preservation missions.
    - (f) In response to specific requests from local, State, or Federal fire authorities for fire response and/or prevention.
  3. **Authorized Use:** Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions. Situations where UASs may be deployed include but are not limited to critical incidents, natural disasters, special events, training, and emergencies.
  4. **Lifespan:** All UAS equipment has an estimated lifespan of approximately 3-5 years.
  5. **Fiscal Impact:** The Department is in the process of identifying a funding source for the UAS program, including an application for grant funding. The estimated annual cost of the UAS program maintenance is approximately \$10,000.
  6. **Training:** All Department UAS operators will be licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend ongoing monthly training.
  7. **Legal and Procedural Rules:** The Department will only deploy the UAS for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law and department policy.
- (C) **NIGHT VISION (NVGs):** Optical device to increase an officer's ability to see at night or in low-light conditions.
1. **Description, cost, quantity, and capabilities:** MUM-14XR-5night vision monocular, cost: on loan from US military, quantity: not to exceed 40. The MUM-14XR-5 is a high performance modular, hand-held passive night vision monocular device that utilizes a single Generation III intensifier tube to provide crisp, clear images under the darkest conditions. The monocular "single tube / single eyepiece" approach to night vision missions is based upon the proven concept that independent use of each eye maximizes the ability of the user to operate under a wide range of low light conditions and maintain maximum situational awareness.



2. **Purpose:** To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
    - (a) Search for missing persons.
    - (b) Natural disaster management.
    - (c) SWAT, tactical, or other public safety and life preservation missions.
  3. **Authorized Use:** NVGs shall only be used by trained members of the Department's SWAT Team during situations that include but are not limited to the following:
    - (a) By officers who have been trained in their proper use
    - (b) In hostage and barricaded subject situations
    - (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers
    - (d) During other high-risk situations where their use would enhance officer safety and the safety of community members
    - (e) During training exercises
  4. **Lifespan:** Is approximately 10 years
  5. **Fiscal Impact:** Loaned from US military. No annual maintenance costs.
  6. **Training:** All Department members who have been issued NVG's will train with them on an annual basis.
  7. **Legal and Procedural Rules:** The Department will only utilize NVGs for official law enforcement purposes and pursuant to State and Federal law and department policy.
- (D) **Long Range Acoustic Device (LRAD):** The LRAD is a high-intensity directional acoustical array for long-range, crystal clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.
1. **Description, cost, quantity, and capabilities:** LRAD 100x, approximate cost: \$10,703.56, quantity: not to exceed 1. Self-contained, portable, and featuring an extended voice broadcast range out to 600 meters, the LRAD 100X ensures voice messages are clearly heard and understood. LRAD's optimized driver, waveguide, and power efficiency technologies enable the LRAD 100X to provide several hours of clear, continuous communication from a single battery charge.
  2. **Purpose:** To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/K9 deployments, etc.). The LRAD may also be used to issue a warning tone.
  3. **Authorized Use:** LRADs shall only be used by personnel trained in its deployment and used in a manner consistent with State and Federal law and

training.

4. **Lifespan:** LRADs have an estimated lifespan of approximately 25 years.
5. **Fiscal Impact:** Annual maintenance cost of approximately \$300.
6. **Training:** All operators receive training before operating any LRADs in the field.
7. **Legal and Procedural Rules:** The Department shall only utilize the LRAD for official law enforcement purposes and pursuant to State and Federal law and department policy.

## LESS-LETHAL DEVICES

- (A) **40MM Launchers and Munitions:** 40MM launchers are utilized by Department personnel as a less-lethal tool to deploy less-lethal impact munitions and chemical agents.
1. **Description, cost, quantity, and capabilities:**
    - (a) DEFENSE TECHNOLOGY Single Shot 40MM Launcher, #1300, approximate cost: \$1,000, quantity: not to exceed 100. The 40MM Single Launcher is a tactical single-shot launcher that has an Integrated Front Grip (IFG), equipped with an EOTech holographic sight system. It will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less-lethal round up to 131 feet.
    - (b) DEFENSE TECHNOLOGY Tactical 4-Shot 40MM Launcher, #1440. Cost approximately \$1,800. Quantity: not to exceed 6. Designed for riot and tactical situations, the Defense Technology 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. It features the Rogers Super Stoc expandable gun stock, an adjustable Picatinny mounted front grip, and a unique direct-drive system to advance the magazine cylinder. It is equipped with a EOTech holographic sight system.
    - (c) DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325, cost approximately: \$20, quantity: not to exceed 500. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/ lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than ten (10) feet and as far as 131 feet from the target.
    - (d) DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS CRUSHABLE FOAM ROUND, #6320, cost approximately: 18, quantity: not to exceed 60. A less lethal 40MM lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of CS irritant. The 40mm Direct Impact CS Round provides accurate and effective performance when fired from the approved

distance of not less than ten (10) feet and as far as 120 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Direct Impact CS round.

- (e) DEFENSE TECHNOLOGY, DIRECT IMPACT MARKING CRUSHABLE FOAM ROUND, # 6326, cost approximately: \$21, quantity: not to exceed 50. A less lethal 40MM lightweight plastic and foam projectile with a green marking agent, fired from a single or multi-round purpose built 40MM launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers up to 120 ft./lbs. of energy upon impact. The 40MM Direct Impact Marking Crushable Foam Round provides accurate and effective performance when fired from the approved distance of not less than then (10) feet and as far as 131 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Marking Round.
- (f) DEFENSE TECHNOLOGY, EXACT IMPACT LE 40MM EXTENDED RANGE SPONGE ROUND, #6325LE, cost approximately: \$25, quantity: not to exceed 50. A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 400 FPS. The 40mm Exact Impact Extended Range Sponge Round provides accurate and effective performance when fired from the approved distance of not less than 33 feet, and as far as 230 feet from the target. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Extended Range Sponge Round.
- (g) DEFENSE TECHNOLOGY, 40MM FERRET POWDER BARRICADE ROUND, CS, #1292, cost approximately: \$25, quantity: not to exceed 50. The Ferret 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized, utilizing fins and barrel rifling. It is non-burning and used by tactical teams to penetrate barriers and deliver a chemical agent. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Ferret Powder Barricade Round.
- (h) DEFENSE TECHNOLOGY, 40MM FERRET LIQUID BARRICADE ROUND, CS, #1262, cost approximately: \$25, quantity: not to exceed 20. The Ferret 40 mm Barricade Penetrating Round is filled with a CS liquid chemical agent. It is a frangible projectile that is spin-stabilized, utilizing fins and barrel rifling. It is non-burning and used by tactical teams to penetrate barriers and deliver a chemical agent. Only trained members of the Department's SWAT Team are authorized to deploy the 40mm Ferret Liquid Barricade Round.
- (i) DEFENSE TECHNOLOGY Single Shot 40MM Launcher, #1425, cost approximately: \$1,000, quantity: not to exceed 100. The 40MM Single Launcher is a tactical single-shot launcher that features an expandable Rogers Super Stoc and adjustable Integrated Front Grip (IFG), equipped with an EOTech holographic sight system. It will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. It will

launch a 40MM less-lethal round up to 131 feet.

2. **Purpose:** To limit the escalation of conflict where the employment of lethal force is prohibited or undesirable.
  3. **Authorized Use:** Situations where the deployment of less-lethal impact or chemical munitions are authorized include but are not limited to:
    - (a) Self-destructive, dangerous, and/or combative individuals
    - (b) Riot/crowd control and civil unrest incidents where the criminal behavior involved exceeds a failure to disburse or curfew violation.
    - (c) Circumstances where a tactical advantage can be obtained
    - (d) Vicious animals
    - (e) Training exercises or approved demonstrations
    - (f) Tactical situations involving the deployment of the Department's SWAT Team including, but not limited to barricaded subjects.
  4. **Lifespan:**
    - (a) DEFENSE TECHNOLOGY Single Shot Launcher is approximately 20 years
    - (b) DEFENSE TECHNOLOGY Tactical 4-Shot Launcher is approximately 20 years
    - (c) All munitions listed above are approximately 5 years
  5. **Fiscal Impact:** Annual maintenance for the 40MM launchers is approximately \$50 each.
  6. **Training:** Personnel deploying less-lethal or chemical agents will be trained in their use and deployment before using them in the field. All training will be conducted by a POST-certified less-lethal or chemical agent instructor.
  7. **Legal and Procedural Rules:** It is the department's policy to use all less-lethal devices and associated munitions in accordance with State and Federal law and department policy.
- (B) **PepperBall Launcher and Munitions:** A less-lethal device that discharges projectiles designed to breach glass or projectiles containing chemical agents
1. **Description, cost, quantity, and capabilities:**
    - (a) PepperBall FTC Launcher, cost approximately: \$510 each, quantity: not to exceed 10. Semi- automatic launcher system with a firing rate of 10-12 RPS. Compact lightweight modular design. Ambidextrous rotational safety switch. 30 cubic inch high capacity high-pressure air system. Designed for use with high-pressure air.
    - (b) PepperBall INERT Powder Projectiles, cost approximately: \$300 for a case of 375, quantity: not to exceed 6 cases. Inert projectiles used for training purposes.

- (c) PepperBall LIVE-X PAVA / Oleoresin Capsicum (OC), cost approximately: \$1,100 for a case of 375, quantity: not to exceed 4 cases. Contains a powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent to 10 regular PepperBall rounds.
  - 2. **Purpose:** To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of PepperBall may include, but are not limited to:
    - (a) Tactical situations involving the deployment of the Department's SWAT Team
    - (b) Training exercises or approved demonstrations
    - (c) Potentially vicious animals
    - (d) Circumstances where a tactical advantage can be obtained
    - (e) Riot/crowd control and civil unrest incidents
    - (f) Self-destructive, dangerous, and/or combative individuals
  - 3. **Authorized Use:** Only officers who have received certification in the use of PepperBall are authorized to use PepperBall. Situations where the Pepperball may be deployed include but are not limited to critical incidents, emergencies, and training.
  - 4. **Lifespan:**
    - (a) PepperBall FTC Launcher approximately 20 years
    - (b) All PepperBall projectiles have a lifespan of approximately 3 years.
  - 5. **Fiscal Impact:** Annual maintenance for the PepperBall launchers is approximately \$50.
  - 6. **Training:** Only officers who have been properly trained will be permitted to deploy and use Pepperball.
  - 7. **Legal and Procedural Rules:** The Department will only deploy PepperBall for law enforcement purposes and in accordance with State and Federal law and department policy.
- (C) **Chemical Agent and Smoke Canisters:** Canisters that disburse chemical agents and/or smoke when deployed.
- 1. **Description, cost, quantity, and capabilities:**
    - (a) DEFENSE TECHNOLOGY, RIOT CONTROL CS gas, #1082, cost approximately: \$41, quantity: not to exceed 100. The Riot Control CS is a continuous discharge canister. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.0in. by 2.35 in. and holds an approximately 2.7 oz. of active agent payload. It has an approximate burn time of 20-40 seconds.
    - (b) DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS CANISTER, #1032, cost approximately; \$32, quantity: not to exceed 10. The Tri-Chamber Flameless CS canister design allows the contents

to burn within an internal can and disperse the agent safely with reduced risk of fire. The canister is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This canister will deliver approximately .70 ounces of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless canister can be used in crowd control and tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless canister is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless canister provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization while minimizing or negating the chance of fire to the structure.

- (c) DEFENSE TECHNOLOGY, POCKET TACTICAL CANISTER, CS, #1016, cost approximately: \$23, quantity: not to exceed 100. The Pocket Tactical CS Canister is small and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical canister.
  - (d) DEFENSE TECHNOLOGY, MAXIMUM SMOKE CANISTER, #1073, cost approximately: \$35, quantity: not to exceed 25. The Maximum Smoke canister is specifically designed for outdoor use in a crowd control capacity with a high volume of continuous burn that expels its payload in approximately 1.5 minutes through four gas ports located on top of the canister. This can be used to conceal tactical movement or re-route a crowd.
2. **Purpose:** To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal canisters may include, but are not limited to:
- (a) Self-destructive, dangerous, and/or combative individuals
  - (b) Riot/crowd control and civil unrest incidents
  - (c) Circumstances where a tactical advantage can be obtained
  - (d) Potentially vicious animals
  - (e) Training exercises or approved demonstrations
  - (f) Tactical situations involving the deployment of the Department's SWAT Team
3. **Authorized Use:** Only SWAT officers who have received POST certification in the use of chemical agents are authorized to use chemical agents. Situations where the chemical agents may be deployed include but are not limited to critical incidents, emergencies, and training.

4. **Lifespan:** Approximately 5 years from manufacturing date.
5. **Fiscal Impact:** No annual maintenance costs
6. **Training:** SWAT Team members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.
7. **Legal and Procedural Rules:** The Department will only deploy chemical agents for law enforcement purposes and in accordance with State and Federal law and department policy.

## **SPECIALTY MUNITIONS**

- (A) **Breaching Shotguns and Munitions:** Shotguns and specialty munitions utilized to access secured structures when no other means have proven successful.
1. **Description, cost, quantity, and capabilities:**
    - (a) REMINGTON 870 BREACHING SHOTGUN, cost approximately: \$500, quantity: not to exceed 2. The breaching shotgun is a standard patrol issue shotgun that is shortened to improve maneuverability in a tactical environment.
    - (b) DEFENSE TECHNOLOGY, TKO 12-GAUGE BREACHING ROUND, cost approximately: \$7, quantity: not to exceed 100. The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. It is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO can defeat door lock mechanisms, doorknobs, hinges, deadbolts, safety chains, and padlocks on both wooden and hollow core doors. Upon impact with the target, the zinc slug disintegrates into a fine powder eliminating fragmentation.
  2. **Purpose:** Used to defeat locking mechanisms on doors or gates when mechanical breaching is ineffective or not feasible due to environmental factors.
  3. **Authorized Use:** Breaching shotguns and munitions shall only be utilized by trained members of the Department's SWAT Team and only with the approval of the Incident Commander, SWAT Commander, or their designee during tactical incidents or training exercises.
  4. **Lifespan:**
    - (a) Remington Breaching Shotguns approximately 25 years
    - (b) TKO 12-Gauge Breaching Round approximately 5 years
  5. **Fiscal Impact:** Annual maintenance of shotguns, approximately \$100
  6. **Training:** All SWAT Team members deploying breaching shotguns and munitions shall receive initial training before utilizing them in the field.
  7. **Legal and Procedural Rules:** The Department will only utilize breaching shotguns and munitions for official law enforcement purposes in accordance with State and Federal law and department policy.

- (B) **Noise Flash Diversionary Devices (NFDD):** A device used to distract or divert a person's attention.
1. **Description, cost, quantity, and capabilities:** DEFENSE TECHNOLOGY LOW-ROLL NON-RELOADABLE DISTRACTION DEVICE, #8902NR cost approximately: \$42, quantity: not to exceed 100. A non-bursting, non-fragmenting single-bang device that produces a thunderous bang with intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.
  2. **Purpose:** A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological, sensory deprivation to give officers a tactical advantage.
  3. **Authorized Use:** Diversionary Devices shall only be used by trained members of the Department's SWAT Team during situations that include but are not limited to the following:
    - (a) By officers who have been trained in their proper use
    - (b) In hostage and barricaded subject situations
    - (c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers
    - (d) During other high-risk situations where their use would enhance officer safety
    - (e) During training exercises
  4. **Lifespan:** Until deployed
  5. **Fiscal Impact:** No annual maintenance
  6. **Training:** Prior to use, officers must attend diversionary device training conducted by Post certified instructors.
  7. **Legal and Procedural Rules:** The Department will only utilize NFDDs for official law enforcement purposes and pursuant to State and Federal law and department policy.

## **FIREARMS AND AMMUNITION**

- (A) **Rifles:** Shoulder-fired firearms, with long spirally grooved barrels, intended to cause projectiles to spin, improving accuracy over a long distance.
1. **Description, cost, quantity, and capabilities:**
    - (a) COLT LAW ENFORCEMENT CARBINE 5.56mm (.223 Rem) PATROL RIFLE (6920) equipped with an EO-Tech Holographic sight, tactical light, and sling, cost approximately: \$1,588, quantity: not to exceed 100. Action: Gas Operated Semi-Auto, Caliber: 223 Remington/5.56 NATO, Barrel Length: 16.1", Capacity: 30+1, Trigger: Standard, Safety: Reversible Safety Selector, Weight: 6.95 lbs, Stock: Black 4-Position Collapsible, Metal Finish: Black, Muzzle: A2 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: A2 Front, Barrel Description:



Chrome-Lined, Twist: 1:7" Purpose: Duty \ Range, Finish: Black, Overall Length: 32" to 35" Features: Front Barrel Lug/ Ejection Port Cover, Effective Range: 400m

- (b) COLT M4 CARBINE COMMANDO (R0933) / CQB (LE6946) 5.56mm (.223 Rem) SWAT RIFLE equipped with an EO-Tech holographic sight, tactical light, and sling, cost approximately: \$1,300, quantity: not to exceed 30. Action: Gas Operated Full-Auto, Caliber: 223 Remington /5.56 NATO, Barrel Length: 10.3" or 11.5", Capacity: 30+1, Trigger: Standard, Safety: Reversible Safety Selector, Weight: 6.25 lbs, Stock: Black 4-Position Collapsible, Metal Finish: Black, Muzzle: A2 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: A2 Front, Barrel Description: Chrome-Lined, Twist: 1:7" Purpose: Duty \ Range, Finish: Black, Overall Length: 26" to 29.5" Features: Front Barrel Lug/ Ejection Port Cover, Effective Range: 400m.
  - (c) SIG SAUER MPX SWAT 9mm SUBMACHINE GUN equipped with EO-Tech holographic sight, tactical light, and sling. Cost approximately: \$1,800, Quantity: not to exceed 20. Action: Short Stroke Piston, Full-Auto, Caliber: 9mm NATO (9x19mm), Barrel Length: 8", Capacity: 30+1, Trigger: Standard, Safety: Ambidextrous Safety Selector, Weight: 5.6 lbs, Stock: Folding or 5 Position telescoping, Metal Finish: Black, Muzzle: A1 Flash Hider, Receiver Material: 7075-T6 Aluminum, Sights: folding front and rear, Barrel Twist: 1:10" Purpose: Duty \ Range, Finish: Black, Overall Length: 26" Effective Range: 200m.
  - (d) COLT LE6943 5.56 (.223 Rem.) TRAFFIC / PATROL RIFLE equipped with EOTech holographic sight and sling, cost approximately: \$1,700, quantity: not to exceed 20. The LE6943 displays fresh ingenuity with Mil-Spec hammer and trigger pivot pins, 11.5-inch barrel, a Magpul MBUS backup sight and a folding front sight for enhanced optical solutions, and a straight gas tube and a removable lower rail, which provides modularity for under mounting accessories. The patented one-piece monolithic upper receiver incorporates a continuous Mil-Spec rail from the rear of the upper receiver to the front sight. This feature affords unmatched repeatability for mounting optical systems, not found with separate handguard rail systems. Designed with accuracy in mind, its true free-floating barrel provides the enhanced accuracy necessary for long-range acquisition capability.
2. **Purpose:** Used as precision weapons to address threats that exceed the capability of the Department's standard-issue handgun.
  3. **Authorized Use:** Only members POST certified in the use of the rifle are authorized to deploy them in the field. Situations where rifles may be used include to prevent serious bodily injury or death to self or others and during training.
  4. **Lifespan:**
    - (a) COLT LAW ENFORCEMENT CARBINE PATROL RIFLE approximately: 15 years

- (b) COLT M4 CARBINE COMMANDO / CQB SWAT RIFLE approximately: 10 years
  - (c) SIG SAUER MPX SWATSUBMACHINE GUN approximately: 10 years
  - (d) COLT LE6943 TRAFFIC PATROL RIFLE approximately: 15 years
5. **Fiscal Impact:** Annual maintenance for each rifle is approximately \$50
  6. **Training:** Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
  7. **Legal and Procedural Rules:** The department will use rifles in accordance with State and Federal law and department policy. .
  8. **Description, cost, quantity, and capabilities:**
    - (a) WINCHESTER .223/5.56 55-grain RANGER SOFT-POINT RIFLE ROUND, cost approximately: \$607 per case of 1000, quantity: not to exceed 30 cases. Winchester ammunition features a lead core 55-grain non-corrosive, soft-point bullet in a reloadable brass casing.
    - (b) WINCHESTER .223/5.56 55-grain NATO M193 RIFLE ROUND, cost approximately: \$378 per case of 1000, quantity: not to exceed 30 cases. Winchester ammunition features a lead core 55-grain full metal jacket, non-corrosive boxer primer, in a reloadable brass casing.
    - (c) WINCHESTER.223/5.56 FRANGIBLE TRAINING AMMUNITION, cost approximately: \$285 per case of 200, quantity: not to exceed 30 cases. Winchester Frangible .223 Remington ammunition is loaded with a 55-grain Reduced Hazard Training (RHT) bullet. BallistiClean features frangible Reduced Hazard Training bullets that break-up immediately on contact with metal targets, significantly reducing ricochet and backlash danger. BallistiClean loads feature a copper-plated primer and a "NT" (non-toxic) headstamp to clearly identify BallistiClean as a training round at a glance, eliminating confusion with duty rounds. With this Federal ammunition range operators have no hazardous waste disposal problems and it meets or exceeds all OSHA and EPA standards.
  9. **Purpose:** To be used in Department rifles to address lethal threats to the community and Department personnel with greater accuracy, enhancing community safety.
  10. **Authorized Use:** Only members POST certified in the use of the rifle are authorized to utilize rifle ammunition.
  11. **Fiscal Impact:** The Department spends approximately \$25,000 annually for all Department firearm ammunition.
  12. **Lifespan:** The ammunition listed above does not have an expiration date.
  13. **Training:** Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

14. **Legal and Procedural Rules:** The department will use ammunition in accordance with State and Federal law and department policy.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-791

**Meeting Date:** 7/19/2022

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**TITLE:**

**COMMITMENT OF \$1,500,000 OF HOME INVESTMENT PARTNERSHIP FUNDS TO COMMUNITY DEVELOPMENT PARTNERS FOR THE MOTEL 6 HOUSING PROJECT LOCATED AT 2274 NEWPORT BOULEVARD**

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

**PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER AND MIKELLE DAILY, GRANT ADMINISTRATOR**

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the allocation and appropriation of \$1,500,000 in HOME Investment Partnerships Program Funds (HOME) fund balance or American Rescue Plan Act funds (ARPA) for the Motel 6 Housing Project, contingent upon the completion of environmental review and a HOME Subsidy Layering Review.
2. Authorize the City Manager to execute a commitment letter with Community Development Partners ("CDP") for \$1,500,000 for the Motel 6 housing project.

**BACKGROUND:**

**Motel 6 Housing Project**

The Motel 6 Housing Project ("Project") is located at 2274 Newport Boulevard, Costa Mesa (APN 426-053-15). The Project site is approximately 1.16 acres and contains buildings currently occupied by Motel 6 Costa Mesa, consisting of 94 guest rooms for commercial motel/hospitality use. The proposed Project contemplates the conversion of the motel property into 88 units of permanent affordable housing, of which, 30 will be set-aside for veterans experiencing homelessness, 10 will be set-aside for households experiencing homelessness that are also eligible to receive Mental Health Services Act (MHSA) assistance, and the remaining 48 will be set-aside for senior citizens (age 62+) earning 50% or less of the Area Median Income (AMI). The Project has already secured funding commitments from the Homekey Program, the Orange County Housing Finance Trust, the County of Orange and the City of Costa Mesa.

## **Homekey Program**

The California Department of Housing and Community Development's Homekey Program ("Homekey" or "Homekey Program") provides direct housing opportunities for homeless persons and at-risk households by subsidizing the acquisition and conversion of motels into permanent housing.

Motel conversions to permanent housing and participation in the Homekey Program was identified as City Council objectives during the City Council's goal-setting retreat held in September 2021. On November 16, 2021, the City Council directed staff to collaborate with the County of Orange in submitting a Homekey grant application and approved a funding commitment of up to \$3.5 Million in American Rescue Plan Act (ARPA) funds as a local match (further described below). A Homekey application was submitted and on April 25, 2022, the Motel 6 Housing Project was awarded \$10,675,000 in Homekey funds. All construction and/or rehabilitation must be completed within 12 months of the date of grant award and the Project must be fully occupied within 90 days of construction completion.

The Motel 6 Housing Project (when complete) will generate up to 88 units of permanent housing and will be the first deed-restricted affordable housing units credited towards the City's 6<sup>th</sup> Cycle Regional Housing Needs Assessment (RHNA) allocation of 11,760 new housing units.

## **Local Match for Homekey Funds**

On November 16, 2021, the City Council approved a total allocation of \$3,500,000 in ARPA funds as local match for "one or two" potential Homekey projects. At the time, the Motel 6 housing project anticipated requesting \$2,000,000 and a second project that is no longer contemplating Homekey funding anticipated requesting \$1,500,000. Since the second project is no longer moving forward as a Homekey project, the remaining \$1,500,000 has been reallocated to the Motel 6 Project for a total local commitment of \$3,500,000 in ARPA funds.

## **HOME Investment Partnerships Program**

The City of Costa Mesa is a recipient of two U.S. Department of Housing and Urban Development (HUD) grant program funds, the Community Block Grant (CDBG) Program and the HOME Investment Partnerships Program (HOME).

The Housing and Community Development Division (HCD) of the Development Services Department is responsible for administering the City's CDBG and HOME grants. CDBG and HOME-funded activities must address the needs outlined in the City's Consolidated Plan. The Consolidated Plan is a five-year planning document required by HUD for all communities receiving federal community development grant funds. The Annual Action Plan is the one-year expenditure plan for the use of HUD's annual allocation of funds.

On May 3, 2022, the Costa Mesa City Council approved the FY 2022-2023 Annual Action Plan, which included authorization to issue a Request for Qualifications (RFQual) to solicit applications for funding to support permanent affordable rental housing in the City using HOME Program funds. The total funds allocated to this effort for 2022-2023 include HOME program income and prior year

uncommitted HOME entitlement funds in the amount of \$2,319,368.

### **Request for Qualifications ( RFQual)**

On July 11,2022 the City issued RFQual #23-01 soliciting proposals for HOME funds for affordable housing development projects. The RFQual was published on the City website, on Planet Bids, and an electronic letter was emailed to interested developers and nonprofit organizations who had previously requested to be informed of affordable housing development opportunities and funding.

The RFQual process is open (“Open RFQual Process”) and funds are available to eligible applicants on a continuous basis, rather than on a competitive basis. As proposals are received, a staff review panel performs a minimum threshold review to ensure programmatic and RFQual-process requirements are satisfied. If minimum threshold review requirements are satisfied, the application may be considered for funding at the City’s discretion.

HOME funds would be disbursed as repayable loans subject to a Regulatory Agreement approved by the City Council at a later date, which would stipulate the required terms and conditions of the loan.

### **ANALYSIS:**

Following the release of RFQual #23-01, Community Development Partners (CDP) submitted a proposal identifying an additional funding gap of \$1.5 Million for the Motel 6 project. The proposal review panel conducted a minimum threshold review and determine if CDP’s proposal could be recommended for funding.

CDP’s proposal met the minimum threshold requirement of 75 points, qualifying the proposal to be brought before City Council for review and potential funding at the City’s discretion.

Staff is recommending that \$1.5 Million in HOME funds (which are already earmarked for affordable housing development projects) be allocated to the Motel 6 project to supplement other secured project funding, to close the identified funding gap and to enable construction of the project to move forward on schedule.

Developer: **Community Development Partners**

Project Name: **Motel 6 Housing Project**

### **Award Recommendation:**

American Rescue Plan Act (ARPA) funds approved for Homekey projects (November 16, 2021 City Council Meeting)	\$3,500,000
HOME Investment Partnerships Program (HOME) funds (July 19, 2022 City Council Meeting)	\$1,500,000
<b>Total Financial Award</b>	<b>\$5,000,000</b>

A draft Funding Commitment Letter is provided as an attachment. It provides the enforceable funding

commitment from the City of \$1,500,000 in HOME Investment Partnerships Program funds for development of the Motel 6 housing project. The Commitment Letter for HOME funds is contingent upon CDP verifying all other sources of funding needed to fully fund the project, as well as staff's successful completion of the federally-required environmental review process under the National Environmental Policy Act (NEPA) and a HOME Subsidy Layering Review. A HOME Subsidy Layering Review is a requirement of HOME funds and is the process in place to confirm that project funding has been secured to fully fund the project and that HOME funds are being appropriately used as "gap funding".

As an alternative to HOME funds, i.e. if the conditions identified in the Commitment Letter regarding the use of HOME funds are unable to be achieved, the Letter will be updated to replace the \$1,500,000 in HOME funds with \$1,500,000 in ARPA funds. These funds would be in addition to the prior allocation of \$3,500,000 in ARPA funds for projects awarded Homekey funds as approved by the City Council on November 16, 2021.

If approved, staff would return to the City Council at a later date for approval of a Regulatory Agreement for the project, stipulating loan terms and conditions.

#### **ALTERNATIVES:**

The City Council can choose not to provide additional funding to the Motel 6 Project. If the City does not provide additional matching funds (HOME or ARPA), the project will lack the financing it needs to move forward and the Project will not take place.

#### **FISCAL REVIEW:**

This action does not have a fiscal impact to the General Fund. HOME funds or ARPA funds (as appropriate) are available for allocation to the Motel 6 Housing Project in the amounts listed in this report.

#### **LEGAL REVIEW:**

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

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

This item supports the following City Council goals:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

#### **CONCLUSION:**

Staff recommends the City Council:

1. Approve the allocation and appropriation of \$1,500,000 from HOME Investment Partnerships Program Fund (HOME) fund balance or American Rescue Plan Act funds (ARPA), contingent upon the completion of environmental review and a HOME Subsidy Layering Review.
2. Authorize the City Manager to execute a commitment letter with Community Development

Partners (“CDP”) for \$1,500,000 for the Motel 6 housing project.





# CITY OF COSTA MESA

P.O. BOX 1200, CALIFORNIA 92628-1200

FROM THE OFFICE OF THE CITY MANAGER

July 20, 2022

Mr. Kyle Paine  
Community Development Partners  
3416 Via Oporto, Suite 301  
Newport Beach, CA 92663

Re: Preliminary Award by City of Costa Mesa of Local Match Funds for Homekey Program:  
Acquisition and Rehabilitation of Motel 6 in Costa Mesa, California.

Dear Mr. Paine,

I am pleased to inform you that the City Council for the City of Costa Mesa ("City") has approved a total funding commitment of \$5,000,000 to Community Development Partners ("Developer"), to provide local match funds for costs associated with the acquisition, rehabilitation, and conversion of the Motel 6 located at 2274 Newport Boulevard, Costa Mesa, CA 92627 ("Project"), into permanent supportive housing, subject to the terms of this letter.

Fund Source:	American Rescue Plan Act (ARPA) funds
Amount:	\$3,500,000
Approval Date:	November 16, 2021

Fund Source:	HOME Investment Partnership Program (HOME) funds
Amount:	\$1,500,000
Approval Date:	July 19, 2022

A copy of the City Council's action approving this funding commitment is enclosed. The City's funding commitment is conditional on the parties reaching final and mutually agreeable terms of a funding and regulatory agreement setting forth each parties' rights and obligations.

Sincerely,

Lori Ann Farrell Harrison  
City Manager



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-817

**Meeting Date:** 7/19/2022

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**TITLE:**

**APPROVAL OF A CITY BALLOT INITIATIVE ENTITLED “THE CITY OF COSTA MESA REVITALIZATION AND RESIDENTIAL NEIGHBORHOODS PROTECTION MEASURE”**

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

**PRESENTED BY: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES**

**CONTACT INFORMATION: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES, (714) 754-5617**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the proposed ballot initiative (Attachment 2) entitled “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure”; and
2. Provide direction on whether to place the proposed initiative on the November 8, 2022 ballot by adoption of the following resolutions:
  - a. Adopt Resolution 2022-xx (Attachment 1): Ordering the submission to the qualified electors of the City of Costa Mesa “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure” at the General Election to be held on Tuesday November 8, 2022, as called by Resolution No. 2022-27.
  - b. Adopt Resolution 2022-xx: Authorizing written arguments for or against the proposed initiative “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure”, setting priorities for filing written arguments, determining the authors of the written arguments, and directing the City Attorney to prepare an impartial analysis (Attachment 4); and
  - c. Adopt Resolution 2022-xx: Authorizing the filing of rebuttal arguments for “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure” (Attachment 5); and
  - d. Adopt Resolution 2022-XX: Authorizing the filing of a Notice of Exemption pursuant to the provisions of the California Environmental Quality Act (Attachment 6).

**BACKGROUND:****City Council Housing Goals**

In January 2021, the City Council established a three-year goal to “*Diversify, Stabilize and Increase Housing to Reflect Community Needs*”. This goal was established by the Council to address housing instability in the community and to prioritize efforts to plan for future housing for all segments of Costa Mesa’s population.

With nearly half of Costa Mesa’s residents experiencing a high to severe housing cost burden and housing prices increasing at unprecedented rates, housing instability and the need for housing options for Costa Mesa residents has become paramount to a sustainable community future. Similarly, the Costa Mesa business community is experiencing challenges to attract and retain employees due to the high cost and limited availability of housing in Costa Mesa.

**Housing Plan**

Concurrently, as required by State law, the City began its update of its General Plan Housing Element in 2020, which generally outlines the City’s policy framework and action items for housing for the next eight years. The City held its first community outreach meeting in November 2020.

Over the course of the Housing Element Update process, the City held 12 public meetings in the form of community townhalls, study sessions and public hearings to obtain feedback on the need for housing and appropriate housing locations (known as “housing opportunity sites”) for potential future housing development. In addition, a community housing survey was posted online in both English and Spanish with over 400 community responses received. These meetings were widely publicized in both English and Spanish and at each step there were opportunities for public involvement and comment in crafting the City’s housing plan. The community input for this Housing Element process was significantly higher than previous cycles, reflecting the critical importance of housing solutions for our community.

In summary, early community feedback highlighted the need for more housing options and specifically more housing that was affordable to Costa Mesa’s middle- and working-class families, seniors and individuals. Community feedback also highlighted a desire to preserve open space and existing established residential neighborhoods in Costa Mesa, while planning for future housing opportunities through the redevelopment and revitalization of the City’s commercial and industrial corridors, the area north of the I-405 freeway and on State-owned property at the Fairview Developmental Center.

**Revitalizing Corridors and Preserving Established Residential Neighborhoods**

In keeping with feedback from the community, the Housing Element was prepared and identifies future housing opportunity sites along commercial and industrial corridors, and north of the 405 freeway while protecting established single-family residential neighborhoods and open space areas.

The following corridors were identified as focus areas for housing and economic revitalization opportunities:

- Harbor Boulevard;
- Areas north of the I-405 freeway;
- West 17<sup>th</sup>, 18<sup>th</sup> and 19<sup>th</sup> Streets;
- Placentia Avenue;
- the SoBECA area; and
- Newport Boulevard.

Planning for potential housing along the above described corridors will require the City to amend its General Plan and undertake rezoning actions including updates to several outdated City land use plans. Many of these plans are 20 to 30 years old and no longer reflect the community's vision for housing or high quality development.

### **July 12, 2022 Study Session**

On July 12, 2022 the City Council held a study session to receive an update and to discuss the future of housing in Costa Mesa and potential solutions to the current housing challenges. Staff provided an overview of community demographics, the status of Housing Element certification by the State, strategies to address housing instability implemented to date, feedback obtained by the most recent community survey on housing in Costa Mesa, and recommended next steps for planning for the future.

The City Council's Housing Ad Hoc Committee, comprised of Mayor Pro Tem Marr, Council Member Reynolds and Council Member Harlan, also provided an update. In light of the public comment related to community housing goals and a desire to move forward with a community visioning process for the revitalization of the City's commercial and industrial corridors, the Ad Hoc Committee recommended the City Council consider the placement of a measure on the November 8, 2022 ballot at its July 19, 2022 meeting. The Ad Hoc recommended that the measure amend the City's zoning code to allow the City Council to:

- Conduct a community visioning process resulting in updated land use plans for commercial/industrial corridors and the area north of the I-405.
- Revitalize corridors while keeping single family residential neighborhoods intact and restricting building heights.
- Provide affordable housing for working- and middle- class Costa Mesa families, seniors, and individuals.
- Protect open space and the environment.
- Require developers to pay impact fees to improve traffic, parks, and open space.

The Council received public comment and, after extensive discussion, directed staff to bring a ballot measure forward for discussion at the July 19, 2022 City Council meeting, reflective of the Ad Hoc's

and community's recommendations. The Study Session staff report is provided at the following link.

[Staff Report <https://costamesa.legistar.com/LegislationDetail.aspx?ID=5721130&GUID=1610EE75-86F3-4E01-A9CC-DA74CEECA32>](https://costamesa.legistar.com/LegislationDetail.aspx?ID=5721130&GUID=1610EE75-86F3-4E01-A9CC-DA74CEECA32)

**ANALYSIS:**

Following the City Council's direction from the study session, staff has prepared a ballot measure for discussion and potential action for placement on the November 8, 2022 ballot.

**Ballot Measure**

The proposed initiative ordinance amends Section 13-200.106 of the Costa Mesa Municipal Code to allow the City Council to approve and amend the City's General Plan, zoning, specific plans or overlay plans located in the following specific areas of the City:

1. Newport Boulevard/Old Newport Boulevard from Mesa Drive to the City limit and Superior between Newport Boulevard and the City limit
2. Harbor Boulevard from Baker Street to West 19<sup>th</sup> Street
3. Baker Street between SR-73 and SR-55 (commonly known as the SoBECA area)
4. West 17<sup>th</sup> Street from Newport Boulevard west to Monrovia, West 18<sup>th</sup> Street from Placentia west to Monrovia and 19<sup>th</sup> Street from Harbor Boulevard west to Whittier
5. Placentia Avenue from Victoria Street to West 16<sup>th</sup> Street
6. North of the 405 freeway as bordered by the City limits

Such land use plan updates would be for the purpose of planning for affordable housing opportunities and revitalization of existing commercial and industrial corridors. The updates to the City's land use plans would include restrictions on building heights and be subject to environmental studies and a robust public engagement process including community visioning meetings and noticed public hearings.

In order to be eligible, all residential and mixed use developments must include deed-restricted affordable housing pursuant to a City Council-adopted affordable housing ordinance or City Council approved Development Agreement. In addition, development impact fees would be required to be paid by developers to improve traffic, parks, and open space throughout the City.

The proposed ballot measure would allow the City Council to move forward with updates to the City's plans along the commercial and industrial corridors described above, thereby protecting established single family residential neighborhoods and open space while providing for corridor revitalization and opportunities for more affordable housing in areas of the City identified by the community. Such plan updates would allow the City to remain in compliance with State housing laws and avoid potential fines and State actions against the City that undermine local control of Costa Mesa's zoning and land use laws.

Updates to land use plans would be accompanied by in-depth community outreach and visioning exercises so that land use plans reflect community values and a desire for well-designed, high quality, compatible housing projects that fit into the context of its surroundings.

When drafts are complete, all land use plans would be released for a public comment period to ensure opportunities for community feedback. Ultimately, all land use plan updates would be reviewed by the Planning Commission and decided on by the City Council at a noticed public hearing to maintain local control.

### **Municipal Code Changes**

In 2016, the voters approved a land use ballot measure commonly referred to as “Measure Y” which has since been incorporated into the City’s Municipal Code as Title 13, Chapter 9, Section 13-200. Since the measure was passed six years ago, only one project City-wide has come forward to the City Council that was eligible for a vote of the people under this Code section and no votes have yet taken place. The proposed amendment to the Municipal Code does not repeal or remove this Code section. Rather the amendment adds text to Section 13-200.106 of the Municipal Code that allows the City Council to adopt or amend City land use plans in specific areas of the City located along outdated commercial and industrial corridors for the purpose of corridor revitalization and provision of affordable housing opportunities, and clarifies the existing exception for affordable housing projects for that same purpose.

### **NEXT STEPS**

If the City Council approves placing the measure on the ballot, the City Clerk will submit the Measure and required arguments and impartial analysis to the Registrar of Voters by the deadline of August 12, 2022, with rebuttal arguments submitted to the Registrar of Voters by the deadline of August 22, 2022.

### **ENVIRONMENTAL DETERMINATION**

This measure including the amendments to the Zoning Code and Municipal Code proposed by this measure have been reviewed for compliance with the California Environmental Quality Act (CEQA) (Pub. Res. Code §§ 21000 et seq.), the CEQA guidelines (14 Cal. Code Regs. § 15000 et seq.) and the City’s environmental procedures, and has been found to be exempt pursuant to Sections 15378 (b)(5) (Not a Project) and 15061(b)(3) (General Rule) of the CEQA Guidelines, in that it is not a “project” under CEQA and it can be seen with certainty that there is no possibility that the proposed amendments to the Zoning Code or the Municipal Code will have a significant effect on the environment.

### **ALTERNATIVES:**

1. Direct staff to place the proposed ordinance on the November 8, 2022 ballot incorporating specific revisions directed by the City Council.
2. Decline to place the initiative ordinance on the ballot.

**FISCAL REVIEW:**

The cost to place the initiative on the November 2022 ballot is estimated at \$25,000 and is included in the Fiscal Year 2022-2023 budget

The cost of citywide mailings would be approximately \$10,000 per mailing.

**LEGAL REVIEW:**

The City Attorney's office has reviewed this report for legal content and approved it as to form and prepared the draft Resolutions.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goals:

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

**CONCLUSION:**

Staff is seeking direction whether to place a ballot measure on the November 8, 2022 ballot to allow the City to move forward with land use plans to revitalize outdated commercial and industrial corridors and provide for housing affordable to Costa Mesa residents.

**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF A CERTAIN MEASURE RELATING TO THE ADOPTION OF A PROPOSED ORDINANCE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AS CALLED BY RESOLUTION NO. 2022-27**

WHEREAS, a General Municipal Election on Tuesday, November 8, 2022 has been called by Resolution No. 2022-27, adopted on June 7, 2022; and

WHEREAS, the City Council of the City of Costa Mesa also desires to submit to the voters at the election a question relating to the adoption of a proposed ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Election on Tuesday, November 8, 2022, the following question:

<b>Measure __: The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure"</b>	<b>Response</b>	<b>Vote</b>
To maintain the character of Costa Mesa's single-family residential neighborhoods; protect the environment and open space; provide future housing for working and middle class families and seniors; and attract businesses; shall voters authorize the City Council to adopt publicly-reviewed land use plans to revitalize outdated commercial/industrial corridors such as Newport Boulevard, and expand affordable housing, while restricting building heights, requiring developer-paid fees to relieve traffic, keeping residential neighborhoods intact and maintaining local control?	Yes	
	No	

SECTION 2. That the proposed complete text of the ordinance to be submitted to the voters is attached as Attachment A.

SECTION 3. That the vote requirement for the measures to pass is a majority (50% +1) of the votes cast.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.



SECTION 5. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 19<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2022-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19<sup>th</sup> day of July, 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 20<sup>th</sup> day of July, 2022.

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

## CITY-SPONSORED INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Council for the City of Costa Mesa submits the following measure to the voters of the City for approval and enactment:

### **SECTION 1. Name.**

This ballot measure shall be known and may be cited as “The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure” and shall be referred to herein as the “Measure.”

### **SECTION 2. Purpose.**

The purpose of the Measure is to revise the Costa Mesa Municipal Code to allow the City Council to establish land use plans, including general plan and/or zoning code amendments, through a public hearing process, including any related amendments to City Ordinances, as needed, for specifically defined areas of the City to encourage development of affordable housing for working and middle class families, and commercial revitalization while keeping intact current single family residential neighborhoods and maintaining local control; to provide minimum standards for such land use plans and require developers to pay fees to mitigate environmental and traffic impacts from such development, and to further define what is considered mandated affordable housing. Nothing contained in this Measure is intended to limit, curtail or abrogate the City’s power to impose greater restrictions or limitations on development within the defined areas than those established hereby.

Now, therefore, the People of the City of Costa Mesa do ordain as follows:

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COSTA MESA, CALIFORNIA, TO AMEND THE COSTA MESA MUNICIPAL CODE TO AUTHORIZE THE CITY COUNCIL TO ADOPT LAND USE PLANS AS EXPRESSLY LIMITED HEREIN

### **SECTION 3.**

Section 13-200.106(c) of the Costa Mesa Municipal Code is hereby amended to read:

The provisions of this article shall not apply to affordable housing proposals required by state or federal law, or those housing or mixed use development projects that comply with an affordable housing ordinance(s) or Council approved development agreement as adopted by the City Council in the industrial and commercial corridors identified in Section 13-200.106 (g).

### **SECTION 4.**

Section 13-200.106 of the Costa Mesa Municipal Code is amended to add the following subsection (g):

(g) This article shall not apply to any major change in allowable land use of property located in the following areas, as depicted in Exhibit A, to provide for development of housing and/or mixed use and/or revitalization of existing commercial and/or industrial corridors when those properties are subject to an adopted or amended specific plan or overlay plan, following environmental and public review:

- (1) Newport Boulevard/Old Newport Boulevard from Mesa Drive to the City limit and Superior from Newport Boulevard to the City limit;
- (2) Harbor Boulevard from Baker Street to West 19<sup>th</sup> Street;
- (3) Baker Street between SR-73 and SR-55, generally referred to as the SoBECA area;
- (4) West 17<sup>th</sup> Street from Newport Boulevard west to Monrovia, West 18<sup>th</sup> Street from Placentia west to Monrovia, and 19<sup>th</sup> Street from Harbor Boulevard west to Whittier;
- (5) Placentia Avenue from Victoria Street to West 16<sup>th</sup> Street; and,
- (6) North of the 405 freeway as bordered by the City limits

All land use plans approved for the areas described above shall include restrictions on building heights.

In order to be eligible for this exemption, all residential and mixed use developments shall provide for deed-restricted affordable housing pursuant to a City Council-adopted affordable housing ordinance or City Council approved Development Agreement. Development impact fees shall be required to be paid by developers to mitigate impacts of any permitted development, including traffic impacts, park impacts, and provision of open space. Such fees shall not be waived.

As used herein, “Environmental and public review” shall mean and refer to the applicable requirements of the California Environmental Quality Act, the Ralph M. Brown Act, and the Government Code public noticing provisions for land use projects. All land use plans adopted or amended for any part of the defined areas eligible for this exemption shall be the subject of public community visioning meetings prior to adoption or amendment.

Nothing herein shall be deemed to exempt major changes in allowable land use of any existing single family residentially zoned properties from the provisions of this article.

## **SECTION 5. Inconsistencies.**

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

**SECTION 6. Severability.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The People of the City of Costa Mesa hereby declare that they would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

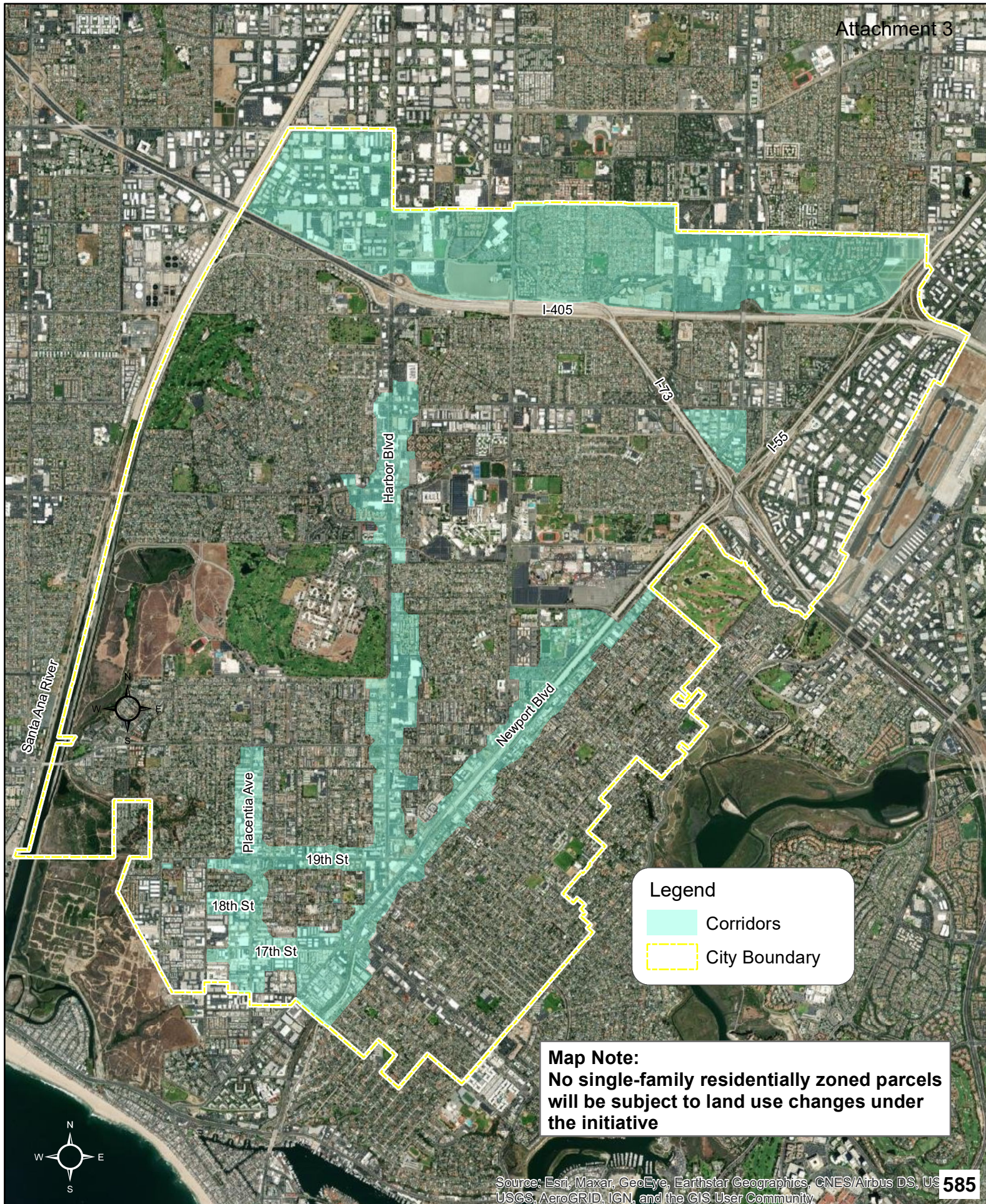
**SECTION 7. Effective Date.**

This ordinance shall take effect according to law ten days after certification of the election at which it is adopted.



# Exhibit A: The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure

Attachment 3





**RESOLUTION NO. 2022-xx****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS**

WHEREAS, a General Municipal Election is to be held in the City of Costa Mesa, California, on Tuesday, November 8, 2022, at which there will be submitted to the voters the following measure:

<b>Measure __: The City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure"</b>	<b>Response</b>	<b>Vote</b>
To maintain the character of Costa Mesa's single-family residential neighborhoods; protect the environment and open space; provide future housing for working and middle class families and seniors; and attract businesses; shall voters authorize the City Council to adopt publicly-reviewed land use plans to revitalize outdated commercial/industrial corridors such as Newport Boulevard, and expand affordable housing, while restricting building heights, requiring developer-paid fees to relieve traffic, keeping residential neighborhoods intact and maintaining local control?	Yes	
	No	

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council authorizes the filing of written argument(s) not exceeding 300 words regarding the City measure as specified above, accompanied by the printed names(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 2. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney, unless the organization or salaries of the office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on existing law and the operation of the measure. If a measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance or Measure \_\_\_\_\_. If you desire a copy of the ordinance or measure, please call the election official's office at 714-754-5225 and a copy will be mailed at no cost to you.
- d. The impartial analysis shall be filed by the date set by the City Clerk the filing of primary arguments.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON JULY 19, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2022-xx- was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19<sup>th</sup> day of July, 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 20<sup>th</sup> day of July, 2022.

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BRENDA GREEN, CITY CLERK



**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS**

WHEREAS, California Elections Code Section 9282 provides for the filing of written arguments in favor or against city measures not to exceed 300 words in length; and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments for city measures submitted at municipal elections;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to California Elections Code Section 9285, when the elections official has selected arguments for and against the measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit or sign the rebuttal argument.

No more than five authors may sign a rebuttal argument.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed names and signatures of the authors submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Authors of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 2. This resolution repeals previous resolutions providing for the filing of rebuttal arguments for city measures, except for referendum measures.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON JULY 19, 2022.

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that foregoing Resolution No. 2022-xx was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19<sup>th</sup> day of July, 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 20<sup>th</sup> day of July, 2022.

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BRENDA GREEN, CITY CLERK

RESOLUTION NO. 2022-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING THE DETERMINATION AND FILING OF A NOTICE OF EXEMPTION PURSUANT TO THE PROVISIONS THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR AN INITIATIVE ORDINANCE ENTITLED THE CITY OF COSTA MESA REVITALIZATION AND RESIDENTIAL NEIGHBORHOODS PROTECTION MEASURE**

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, City staff have reviewed the proposed initiative ordinance, entitled the City of Costa Mesa Revitalization and Residential Neighborhoods Protection Measure ("the Measure"), amending Section 13.200-106 of Title 13 of the Costa Mesa Municipal Code ("CMMC");

WHEREAS, the revisions to the CMMC have been reviewed for compliance with the California Environmental Quality Act ("CEQA"), CEQA Guidelines, and the City's environmental processing procedures;

WHEREAS, City staff have determined that the Measure is exempt from review under the California Environmental Quality Act pursuant to the following Sections of Title 14, Chapter 3, California Code of Regulations:

- A. The initiative ordinance is not a project under CEQA pursuant to section 15378 (b)(5), because it involves organizational or administrative activities of government that will not cause or result in direct or indirect physical changes in the environment as it will not approve any project or make any project subject to ministerial approval, and any such changes would still require environmental review.
- B. The initiative ordinance is exempt under Section 15061(b)(3) because it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. In this case, it can be seen with certainty that there is no possibility that the proposed initiative ordinance may have a significant effect on the environment and is therefore not subject to CEQA.

WHEREAS, a Notice of Exemption shall be prepared for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa does resolve as follows:

SECTION 1. Based on the review and determination of the Development Services Division, the City Council of the City of Costa Mesa finds that the initiative ordinance is exempt from review under the California Environmental Quality Act.

SECTION 2. A Notice of Exemption is approved for the Project.

SECTION 3. The City Clerk may file the Notice of Exemption with the County Clerk of Orange County and, if the Project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of Section 21152(b) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of July, 2022.

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John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

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Brenda Green, City Clerk

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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 is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 19<sup>th</sup> day of July, 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 19<sup>th</sup> day of July, 2022.

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Brenda Green, City Clerk